



**AGENDA**  
**CUYAHOGA COUNTY COUNCIL REGULAR MEETING**  
**TUESDAY, MAY 28, 2013**  
**CUYAHOGA COUNTY JUSTICE CENTER**  
**COUNCIL CHAMBERS – 1<sup>ST</sup> FLOOR**  
**5:00 PM**

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PLEDGE OF ALLEGIANCE**
- 4. SILENT MEDITATION**
- 5. PUBLIC COMMENT RELATED TO AGENDA**
- 6. APPROVAL OF MINUTES**
  - a) May 14, 2013 Work Session (See Page 14)
  - b) May 14, 2013 Regular Meeting (See Page 16)
- 7. ANNOUNCEMENTS FROM THE COUNCIL PRESIDENT**
- 8. MESSAGES FROM THE COUNTY EXECUTIVE**
  - a) Contracts executed by County Executive (attachment) (See Page 30)
- 9. CONSIDERATION OF A MOTION OF COUNCIL FOR FIRST READING AND REFERRAL TO COMMITTEE**
  - a) M2013-0021: A Motion amending the Rules of the Cuyahoga County Council to establish the duties and authority of the Chief of Staff and declaring the necessity that this Motion become immediately effective.  
(See Page 52)

Sponsors: Councilmembers Connally, Greenspan, Brady and Gallagher

**10. COMMITTEE REPORTS AND CONSIDERATION OF MOTIONS OF COUNCIL FOR  
SECOND READING ADOPTION UNDER SUSPENSION OF RULES**

- a) M2013-0018: A Motion confirming the County Executive's appointment of Mayor Vic Collova (Chagrin/Southeast Region) to serve on the Cuyahoga County Planning Commission, and declaring the necessity that this Motion become immediately effective. (See Page 56)

Sponsors: Councilmembers Connally and Conwell

Committee Assignment and Chair: Human Resources, Appointments & Equity – Conwell

- b) M2013-0019: A Motion confirming the County Executive's appointment of various individuals to serve on the Cuyahoga County Community Improvement Corporation Board of Trustees, and declaring the necessity that this Motion become immediately effective: (See Page 58)

- 1) David Reines
- 2) Matthew Rubino
- 3) Wade Steen
- 4) Mark A. Parks, Jr.
- 5) Lawrence E. Benders
- 6) J. W. Sean Dorsey
- 7) Radhika Reddy
- 8) Candace Klein
- 9) Richard C. Perry

Sponsors: Councilmembers Connally, Conwell, Germana and Jones

Committee Assignment and Chair: Human Resources, Appointments & Equity – Conwell

- c) M2013-0020: A Motion confirming the County Executive's reappointment of Karen Gabriel Moss to serve on the Greater Cleveland Regional Transit Authority Board of Trustees, and declaring the necessity that this Motion become immediately effective. (See Page 66)

Sponsors: Councilmembers Connally and Conwell

Committee Assignment and Chair: Human Resources, Appointments & Equity – Conwell

**11. COMMITTEE REPORT AND CONSIDERATION OF A RESOLUTION OF COUNCIL FOR SECOND READING**

- a) R2013-0087: A Resolution making an award to College Now Greater Cleveland in the amount of \$115,000.00 from the Cuyahoga County Educational Assistance Fund for Component 2 of the Cuyahoga County Educational Assistance Program for the period ending 6/30/2014; authorizing the County Executive to execute the contract and all other documents consistent with said award and this Resolution; and declaring the necessity that this Resolution become immediately effective.  
(See Page 68)

Sponsors: Councilmembers Rogers and Miller

Committee Assignment and Chair: Education, Environment & Sustainability – Rogers

**12. COMMITTEE REPORT AND CONSIDERATION OF AN ORDINANCE OF COUNCIL FOR SECOND READING**

- a) O2013-0011: An Ordinance amending Ordinance No. O2012-0007 dated 7/10/2012, which established the Cuyahoga County Educational Assistance Program and the Cuyahoga County Educational Assistance Fund, to add additional components to the Program and to authorize an alternative procurement process; creating Chapter 710 and Section 804.01 to codify said Program and Fund; and declaring the necessity that this Ordinance become immediately effective. (See Page 71)

Sponsors: Councilmembers Rogers and Miller

Committee Assignment and Chair: Education, Environment & Sustainability – Rogers

**13. CONSIDERATION OF AN ORDINANCE OF COUNCIL FOR THIRD READING ADOPTION**

- a) O2013-0002: An Ordinance amending the Public Records Policy for Cuyahoga County, and declaring the necessity that this Ordinance become immediately effective. (See Page 77)

Sponsor: Councilmember Miller

**14. CONSIDERATION OF A RESOLUTION FOR FIRST READING ADOPTION UNDER  
SUSPENSION OF RULES**

- a) R2013-0100: A Resolution amending the 2012/2013 Biennial Operating Budget for 2013 by providing for additional fiscal appropriations from the General Fund and other funding sources, for appropriation transfers between budget accounts, and for cash transfers between budgetary funds, in order to meet the budgetary needs of various County departments, offices, and agencies; and declaring the necessity that this Resolution become immediately effective. (See Page 99)

Sponsor: County Executive FitzGerald/Fiscal Officer/Office of Budget & Management

**15. CONSIDERATION OF RESOLUTIONS FOR FIRST READING AND REFERRAL TO  
COMMITTEE**

- a) R2013-0093: A Resolution authorizing the issuance and sale of County of Cuyahoga, Ohio Taxable Economic Development Revenue Bonds, Series 2013 (Flats East Development, LLC Project) in a principal amount not-to-exceed \$17,000,000.00 for the purpose of assisting in financing the costs of a "Project" within the meaning of Chapter 165, Ohio Revised Code, paying capitalized interest, funding a debt service reserve fund and paying costs of issuance; providing for a guaranty for the payment of such bonds; authorizing the execution of various documents required in connection with said bond issuance and authorizing and approving related matters; and declaring the necessity that this Resolution become immediately effective. (See Page 115)

Sponsor: County Executive FitzGerald/Department of Development

Bond Counsel: Tucker Ellis LLP

- b) R2013-0101: A Resolution declaring that public convenience and welfare requires widening and reconstruction of East 105<sup>th</sup> Street and intersecting streets from Quincy Avenue to Chester Avenue (Phase 1 – Opportunity Corridor) in the City of Cleveland; total estimated construction cost \$44,475,196.00; finding that special assessments will neither be levied nor collected to pay for any part of the County's costs of said improvement; authorizing the County Executive to enter into an agreement of cooperation with said municipality in connection with said project; and declaring the necessity that this Resolution become immediately effective. (See Page 128)

Sponsor: County Executive FitzGerald/Department of Public Works/  
Division of County Engineer



- c) R2013-0102: A Resolution declaring that public convenience and welfare requires resurfacing of Miller Road from Katherine Boulevard to Barr Road in the City of Brecksville; total estimated construction cost \$130,000.00; finding that special assessments will neither be levied nor collected to pay for any part of the County's costs of said improvement; authorizing the County Executive to enter into an agreement of cooperation with said municipality in connection with said project; and declaring the necessity that this Resolution become immediately effective. (See Page 133)

Sponsor: County Executive FitzGerald/Department of Public Works/  
Division of County Engineer

- d) R2013-0103: A Resolution declaring that public convenience and welfare requires resurfacing of Riverview Road from State Route 82 to approximately 1,500 feet south of Wiese Road in the City of Brecksville; total estimated construction cost \$191,000.00; finding that special assessments will neither be levied nor collected to pay for any part of the County's costs of said improvement; authorizing the County Executive to enter into an agreement of cooperation with said municipality in connection with said project; and declaring the necessity that this Resolution become immediately effective. (See Page 138)

Sponsor: County Executive FitzGerald/Department of Public Works/  
Division of County Engineer

- e) R2013-0104: A Resolution declaring that public convenience and welfare requires resurfacing of West 130<sup>th</sup> Street from Brookpark Road to Lorain Road in the City of Cleveland; total estimated construction cost \$5,000,000.00; finding that special assessments will neither be levied nor collected to pay for any part of the County's costs of said improvement; authorizing the County Executive to enter into an agreement of cooperation with said municipality in connection with said project; and declaring the necessity that this Resolution become immediately effective. (See Page 143)

Sponsor: County Executive FitzGerald/Department of Public Works/  
Division of County Engineer

- f) R2013-0105: A Resolution declaring that public convenience and welfare requires resurfacing of West Grace Avenue from Broadway Avenue to approximately 800 feet west of Oakwood Avenue in the City of Bedford; total estimated construction cost \$420,000.00; finding that special assessments will neither be levied nor collected to pay for any part of the County's costs of said improvement; authorizing the County Executive to

enter into an agreement of cooperation with said municipality in connection with said project; and declaring the necessity that this Resolution become immediately effective. (See Page 148)

Sponsor: County Executive FitzGerald/Department of Public Works/  
Division of County Engineer

- g) R2013-0106: A Resolution declaring that public convenience and welfare requires replacement of Bagley Road Bridge No. 03.45 in the City of Olmsted Falls; total estimated construction cost \$1,700,000.00; finding that special assessments will neither be levied nor collected to pay for any part of the County's costs of said improvement; authorizing the County Executive to enter into an agreement of cooperation with said municipality in connection with said project; and declaring the necessity that this Resolution become immediately effective. (See Page 153)

Sponsor: County Executive FitzGerald/Department of Public Works/  
Division of County Engineer

- h) R2013-0107: A Resolution making an award on RQ26546 to Mr. Excavator, Inc. in the total amount not-to-exceed \$2,806,087.35 for the 2013 Operations Resurfacing Program Group 1; authorizing the County Executive to execute the contract and all other documents consistent with said award and this Resolution; authorizing the County Engineer, on behalf of the County Executive, to make an application for allocation from County Motor Vehicle \$7.50 License Tax Funds in said amount to fund said contract; and declaring the necessity that this Resolution become immediately effective: (See Page 158)

- 1) Sprague Road from Marks Road to Prospect Street in the Cities of Berea and Strongsville.
- 2) Riverview Road from Fitzwater Road to Brookside Road in the Cities of Brecksville and Independence.
- 3) York Road from Bennett Road to Royalton Road in the City of North Royalton.

Sponsor: County Executive FitzGerald/Department of Public Works/  
Division of County Engineer

- i) R2013-0108: A Resolution making an award on RQ26597 to Terrace Construction Company, Inc. in the amount not-to-exceed \$2,744,044.50 for the Sewer and Lateral Repair Program for various County Sewer Districts; authorizing the County Executive to execute the contract and all other documents consistent with said award and this Resolution; and declaring the necessity that this Resolution become immediately effective. (See Page 167)

Sponsor: County Executive FitzGerald/Department of Public Works/  
Division of County Engineer

- j) R2013-0109: A Resolution making an award on RQ26349 to Frank Novak & Sons, Inc. in the amount not-to-exceed \$582,480.00 for interior painting at various County facilities for the period 6/1/2013 - 5/31/2015; authorizing the County Executive to execute the contract and all other documents consistent with said award and this Resolution; and declaring the necessity that this Resolution become immediately effective. (See Page 173)

Sponsor: County Executive FitzGerald/Department of Public Works

- k) R2013-0110: A Resolution making an award on RQ26232 to Coastal Quality Construction, Inc. in the amount not-to-exceed \$874,700.00 for the Juvenile Justice Center Public Defenders Relocation Project; authorizing the County Executive to execute the contract and all other documents consistent with said award and this Resolution; and declaring the necessity that this Resolution become immediately effective. (See Page 180)

Sponsor: County Executive FitzGerald/Department of Public Works

- l) R2013-0111: A Resolution making an award on RQ26692 to First Energy Services Corp. in the amount not-to-exceed \$8,370,821.00 for purchase of electric utility services for County-owned facilities for the period 10/1/2013 - 9/30/2015; authorizing the County Executive to execute the contract and all other documents consistent with said award and this Resolution; and declaring the necessity that this Resolution become immediately effective. (See Page 189)

Sponsor: County Executive FitzGerald/Department of Public Works/  
Division of County Engineer

- m) R2013-0112: A Resolution authorizing an amendment to Contract No. CE0800492-01 with Cleveland Commerce Center, Inc. for lease of parking spaces located at East 40<sup>th</sup> Street and Perkins Avenue, Cleveland, for use by the Division of Children and Family Services for the period 5/1/2008 - 4/30/2013 to extend the time period to 4/30/2018 and for additional funds in the amount of \$327,120.00; authorizing the County Executive to execute the amendment and all other documents consistent with this Resolution; and declaring the necessity that this Resolution become immediately effective. (See Page 197)

Sponsor: County Executive FitzGerald/Department of Public Works

- n) R2013-0113: A Resolution authorizing an amendment to Contract No. CE0800729-01 with Priemer Investment Co., LLC for lease of 128 parking spaces located at 4209, 4213 and 4415 Euclid Avenue, Cleveland, for use by the Division of Children and Family Services for the period 5/1/2008 - 4/30/2013 to extend the time period to 4/30/2018 and for additional funds in the amount of \$341,236.80; authorizing the County Executive to execute the amendment and all other documents consistent with this Resolution; and declaring the necessity that this Resolution become immediately effective. (See Page 201)

Sponsor: County Executive FitzGerald/Department of Public Works

- o) R2013-0114: A Resolution making an award on RQ26333 to Catholic Charities Corporation in the amount not-to-exceed \$600,672.00 for pre-employment screening services for Ohio Works First applicants for the period 7/1/2013 - 6/30/2014; authorizing the County Executive to execute the contract and all other documents consistent with said award and this Resolution; and declaring the necessity that this Resolution become immediately effective. (See Page 205)

Sponsor: County Executive FitzGerald/Department of Health and Human Services/Cuyahoga Job and Family Services

- p) R2013-0115: A Resolution authorizing amendments to contracts with various providers for Job Readiness, Job Search, Job Placement and Job Retention Services for the period 7/1/2012 - 6/30/2013 to extend the time period to 6/30/2014, to change the scope of services, effective 7/1/2013, and for additional funds in the total amount not-to-exceed \$1,105,716.28; authorizing the County Executive to execute the amendments and all other documents consistent with this Resolution; and declaring the necessity that this Resolution become immediately effective: (See Page 213)

- 1) No. CE1200421-01 with El Barrio Incorporated in the amount not-to-exceed \$579,293.00.
- 2) No. CE1200422-01 with LNE & Associates, LLP in the amount not-to-exceed \$526,423.28.

Sponsor: County Executive FitzGerald/Department of Health and Human Services/Cuyahoga Job and Family Services

- q) R2013-0116: A Resolution authorizing amendments to contracts with various providers for community wraparound care coordination and family/youth advocacy services for the period 4/1/2012 - 6/30/2013 to extend the time period to 3/31/2015 and for additional funds in the total

amount not-to-exceed \$6,415,893.08; authorizing the County Executive to execute the amendments and all other documents consistent with this Resolution; and declaring the necessity that this Resolution become immediately effective: (See Page 223)

- 1) No. CE1200167-01 with Catholic Charities Community Services Corporation dba St. Martin de Porres Family in the amount of \$629,656.00.
- 2) No. CE1200168-01 with The East End Neighborhood House Association in the amount of \$665,002.00.
- 3) No. CE1200169-01 with University Settlement, Incorporated in the amount of \$525,895.00.
- 4) No. CE1200170-01 with West Side Community House in the amount of \$775,410.00.
- 5) No. CE1200171-01 with Applewood Centers, Inc. in the amount of \$793,467.10.
- 6) No. CE1200172-01 with Beech Brook in the amount of \$984,637.20.
- 7) No. CE1200173-01 with Catholic Charities Services Corporation dba Parmadale \$1,320,012.39.
- 8) No. CE1200343 with The Cleveland Christian Home Incorporated in the amount of \$721,813.39.

Sponsor: County Executive FitzGerald/Department of Health and Human Services/Division of Children and Family Services

- r) R2013-0117: A Resolution authorizing a contract with Sadler-NeCamp Financial Services, Inc. dba PROWARE in the amount of \$6,136,749.00 for maintenance and support services for the Criminal and Civil Justice Information System for the period 4/1/2013 - 1/31/2016; authorizing the County Executive to execute a contract and all other documents consistent with this Resolution, and declaring the necessity that this Resolution become immediately effective. (See Page 238)

Sponsors: County Executive FitzGerald and Councilmember Gallagher

## **16. COMMITTEE REPORTS AND CONSIDERATION OF RESOLUTIONS FOR SECOND READING**

- a) R2013-0088: A Resolution amending the 2012/2013 Biennial Operating Budget for 2013 by providing for additional fiscal appropriations from the General Fund and other funding sources, for appropriation transfers between budget accounts, and for cash transfers between budgetary funds, in order to meet the budgetary needs of various County departments, offices, and agencies; and declaring the necessity that this Resolution become immediately effective. (See Page 273)

Sponsor: County Executive FitzGerald/Fiscal Officer/Office of Budget & Management

Committee Assignment and Chair: Finance & Budgeting – Miller

- b) R2013-0098: A Resolution making an award on RQ26347 to Spectra Contract Flooring in the amount not-to-exceed \$907,086.98 for flooring at various County facilities for the period 6/1/2013 - 5/31/2014; authorizing the County Executive to execute the contract and all other documents consistent with said award and this Resolution; and declaring the necessity that this Resolution become immediately effective. (See Page 299)

Sponsor: County Executive FitzGerald/Department of Public Works

Committee Assignment and Chair: Public Works, Procurement & Contracting – Jones

#### **17. COMMITTEE REPORTS AND CONSIDERATION OF RESOLUTIONS FOR SECOND READING ADOPTION UNDER SUSPENSION OF RULES**

- a) R2013-0083: A Resolution making an award on RQ27205 to Northeast Ohio Regional Sewer District in the amount of \$30.00 for lease of space located at 6000 Canal Road, Cuyahoga Heights, for construction and operation of a Regional Law Enforcement Firing Range and Training Facility for the period 5/1/2013 - 4/30/2043; authorizing the County Executive to execute the agreement and all other documents consistent with said award and this Resolution; and declaring the necessity that this Resolution become immediately effective. (See Page 301)

Sponsor: County Executive FitzGerald/County Sheriff

Committee Assignment and Chair: Public Safety & Justice Affairs – Gallagher

- b) R2013-0094: A Resolution authorizing the reversal of a 1998 parcel swap with the Cuyahoga Metropolitan Housing Authority of Permanent Parcel Nos. 103-19-002 and 103-13-019; authorizing the County Executive to execute all documents necessary for the conveyance of said parcels and consistent with this Resolution; and declaring the necessity that this Resolution become immediately effective. (See Page 303)

Sponsor: County Executive FitzGerald/Department of Public Works

Committee Assignment and Chair: Public Works, Procurement & Contracting – Jones

- c) R2013-0095: A Resolution authorizing the appropriation of real property in connection with right-of-way plans as set forth in Plat No. M-5010 for reconfiguration of the Warrensville Center Road/Van Aken Boulevard/Chagrin Boulevard/Northfield Road Intersection in the City of Shaker Heights and Village of Highland Hills; directing the County Executive to proceed with the acquisition of real property required for public highway purposes; authorizing the Fiscal Officer to issue the monetary warrant to be deposited with the Probate Court of Cuyahoga County in an amount that is equal to the fair market value of the property; and declaring the necessity that this Resolution become immediately effective: (See Page 306)

- 1) Parcel No(s): 4-WD & T  
Permanent Parcel No.: 751-01-015  
Owner: Shaker Place VOA Affordable Housing L.P., an Ohio Limited Partnership  
Approved Appraisal (Fair Market Value Estimate): \$899,300.00

Sponsor: County Executive FitzGerald/Department of Public Works/  
Division of County Engineer

Committee Assignment and Chair: Public Works, Procurement &  
Contracting – Jones

- d) R2013-0096: A Resolution authorizing an amendment to Contract No. CE0300328-01 with Stonebridge Center, LLC for lease of office space located at 2100 Superior Viaduct, Cleveland, for the period 8/1/2003 - 7/31/2013 to extend the time period to 9/30/2014 and for additional funds in the amount of \$712,141.78; authorizing the County Executive to execute the amendment and all other documents consistent with this Resolution; and declaring the necessity that this Resolution become immediately effective. (See Page 309)

Sponsor: County Executive FitzGerald/Department of Public Works

Committee Assignment and Chair: Public Works, Procurement &  
Contracting – Jones

- e) R2013-0097: A Resolution making an award on RQ25309 to The Osborn Engineering Company in the amount not-to-exceed \$1,289,082.00 for facility assessment services of the Cuyahoga County Justice Center Complex; authorizing the County Executive to execute the contract and all other documents consistent with said award and this Resolution; and declaring the necessity that this Resolution become immediately effective. (See Page 311)

Sponsors: County Executive FitzGerald/Department of Public Works and Councilmember Conwell

Committee Assignment and Chair: Public Works, Procurement & Contracting – Jones

- f) R2013-0099: A Resolution authorizing an agreement with City of Cleveland in the amount not-to-exceed \$1,958,000.00 for reimbursement of eligible expenses in connection with the FY2011 Urban Area Security Initiative Grant Program for the period 9/1/2011 - 7/31/2014; authorizing the County Executive to execute the agreement and all other documents consistent with this Resolution; and declaring the necessity that this Resolution become immediately effective. (See Page 314)

Sponsor: County Executive FitzGerald/Department of Public Safety and Justice Services/Division of Public Safety Grants

Committee Assignment and Chair: Public Safety & Justice Affairs – Gallagher

## **18. COMMITTEE REPORTS AND CONSIDERATION OF ORDINANCES FOR SECOND READING**

- a) O2013-0003: An Ordinance providing for modifications to and adoption of the Cuyahoga County Human Resources Personnel Policies and Procedures Manual to be applicable to all County employees, and declaring the necessity that this Ordinance become immediately effective. (See Page 317)

Sponsor: County Executive FitzGerald/Department of Human Resources

Committee Assignment and Chair: Human Resources, Appointments & Equity – Conwell

- b) O2013-0012: An Ordinance providing for adoption of various changes to the Cuyahoga County Non-Bargaining Classification Plan, and declaring the necessity that this Ordinance become immediately effective. (See Page 473)

Sponsors: County Executive FitzGerald/Department of Human Resources on behalf of Human Resource Commission

Committee Assignment and Chair: Human Resources, Appointments & Equity – Conwell



**19. MOTION TO WITHDRAW COMMITTEE REFERRAL AND CONSIDERATION OF AN ORDINANCE FOR FOURTH READING ADOPTION**

- a) O2013-0004: An Ordinance amending Ordinance No. O2011-0045, as amended, which established divisions and sections within the Department of Health and Human Services, to create the Office of the Director and to clarify and delineate displacement, reinstatement and reemployment procedures; combining Ordinance Nos. O2011-0045 and O2012-0029 with this Ordinance for purposes of codification; and declaring the necessity that this Ordinance become immediately effective. (See Page 520)

Sponsor: County Executive FitzGerald/Department of Health and Human Services

**20. MISCELLANEOUS COMMITTEE REPORTS**

**21. MISCELLANEOUS BUSINESS**

**22. PUBLIC COMMENT UNRELATED TO AGENDA**

**23. ADJOURNMENT**

NEXT MEETINGS

WORK SESSION:

TUESDAY, JUNE 11, 2013  
4:00 PM / COUNCIL CHAMBERS

REGULAR MEETING:

TUESDAY, JUNE 11, 2013  
5:00 PM / COUNCIL CHAMBERS

\*In accordance with Ordinance No. O2011-0020, as amended, complimentary parking in the Huntington Park Garage will be available for the public on any day when the Council or any of its committees holds meetings. Please see the Clerk to obtain a parking pass.



## **MINUTES**

**CUYAHOGA COUNTY COUNCIL WORK SESSION  
TUESDAY, MAY 14, 2013  
CUYAHOGA COUNTY JUSTICE CENTER  
COUNCIL CHAMBERS – 1<sup>ST</sup> FLOOR  
4:00 PM**

### **1. CALL TO ORDER**

**The work session was called to order by Council Vice-President Brady at 4:04 p.m.**

### **2. ROLL CALL**

**Council Vice-President Brady asked Clerk Schmotzer to call the roll. Councilmembers Germana, Gallagher, Schron, Conwell, Jones, Rogers, Simon, Greenspan, Miller and Brady were in attendance and a quorum was determined. Council President Connally was absent from the work session.**

### **3. PRESENTATION**

- a) Greater Cleveland Sports Commission/Positively Cleveland –  
David Gilbert, President & CEO

**Mr. Gilbert provided Council with an overview of the 2013 National Senior Games which included staffing, sponsorship, recruitment, marketing and communications, signage, community engagement, Year of Vitality, events, celebrations, receptions, excursions, athlete housing and accommodations, cauldron, venues, transportation, planning, volunteers and security. Councilmembers asked questions of Mr. Gilbert, which he answered accordingly. Discussion ensued.**

### **4. MISCELLANEOUS BUSINESS**

**There was no miscellaneous business.**

5. PUBLIC COMMENT

**There were no public comments given.**

6. ADJOURNMENT

**With no further business to discuss, the work session was adjourned by Council Vice-President Brady at 4:35 p.m., without objection.**



## **MINUTES**

**CUYAHOGA COUNTY COUNCIL REGULAR MEETING  
TUESDAY, MAY 14, 2013  
CUYAHOGA COUNTY JUSTICE CENTER  
COUNCIL CHAMBERS – 1<sup>ST</sup> FLOOR  
5:00 PM**

**1. CALL TO ORDER**

**The meeting was called to order by Council Vice-President Brady at 5:00 p.m.**

**2. ROLL CALL**

**Council Vice-President Brady asked Clerk Schmotzer to call the roll. Councilmembers Germana, Gallagher, Schron, Conwell, Jones, Rogers, Simon, Greenspan, Miller and Brady were in attendance and a quorum was determined. Council President Connally was absent from the meeting.**

**A motion was then made by Mr. Miller, seconded by Ms. Conwell and approved by unanimous vote to excuse Ms. Connally from the meeting.**

**3. PLEDGE OF ALLEGIANCE**

**The Pledge of Allegiance was recited.**

**4. SILENT MEDITATION**

**Council Vice-President Brady requested a moment of silent meditation be dedicated in honor of Amanda Berry, Gina DeJesus and Michelle Knight who had been missing and were recently rescued from years of captivity.**

**5. PUBLIC COMMENT RELATED TO AGENDA**

**Ms. Kittie Warshawsky, representing College Now Greater Cleveland, addressed Council regarding issues of concern to her relating to Resolution No. R2013-0087, an award to College Now Greater Cleveland in connection with the Cuyahoga County Educational Assistance Program, and Ordinance No. O2013-0011, an amendment to**

**the Ordinance which established the Cuyahoga County Educational Assistance Program to add additional components to the Program.**

**6. APPROVAL OF MINUTES**

- a) April 23, 2013 Work Session
- b) April 23, 2013 Regular Meeting

**A motion was made by Mr. Miller, seconded by Mr. Germana and approved by unanimous vote to approve the minutes of the April 23, 2013 work session and regular meeting.**

**7. ANNOUNCEMENTS FROM THE COUNCIL VICE-PRESIDENT**

**Council Vice-President Brady reported that Item No. 16, consideration of a Resolution for first reading adoption under suspension of rules/executive session, would be taken out of order and considered after Item No. 23 on the agenda.**

**8. MESSAGES FROM THE COUNTY EXECUTIVE**

**County Executive FitzGerald reported the following:**

- 1) A press conference was held with Mayor Frank Jackson and suburban Police Chiefs to announce the launch of iWatch, a smartphone application that allows citizens to alert law enforcement and report crimes anonymously;**
- 2) A press conference will be held on Thursday, May 16<sup>th</sup>, to announce implementation of the Cuyahoga County Missing Persons Initiative and Web site;**
- 3) Complimented the Sheriff's Department and other County agencies that provided assistance during the "Seymour Avenue" events (i.e., the rescue of Amanda Berry, Gina DeJesus and Michelle Knight from years of captivity and related crime scene activities). He indicated that the Sheriff's Impact Unit was deployed to the scene; and**
- 4) The proposed uses of casino funds, relating to several Resolutions for consideration by Council this evening, are consistent with what Council has previously approved as appropriate for Downtown District Development projects and that future proposals may be infrastructure-related in suburban communities.**

**9. COMMITTEE REPORT (RULE 9M) AND CONSIDERATION OF A MOTION OF COUNCIL FOR FIRST READING ADOPTION UNDER SUSPENSION OF RULES**

**A motion was made by Mr. Gallagher, seconded by Mr. Germana and approved by unanimous vote to suspend Rules 7E and 9D and to place on final passage Motion No. M2013-0017.**

- a) M2013-0017: A Motion confirming the County Executive’s reappointment of Sharon Sobol Jordan to serve on The MetroHealth System Board of Trustees, and declaring the necessity that this Motion become immediately effective.

Sponsors: Councilmembers Connally and Conwell

Committee Assignment and Chair: Human Resources, Appointments & Equity – Conwell

**On a motion by Mr. Schron with a second by Ms. Conwell, Motion No. M2013-0017 was considered and approved by unanimous vote.**

10. CONSIDERATION OF MOTIONS OF COUNCIL FOR FIRST READING AND REFERRAL TO COMMITTEE

- a) M2013-0018: A Motion confirming the County Executive’s appointment of Mayor Vic Collova (Chagrin/Southeast Region) to serve on the Cuyahoga County Planning Commission, and declaring the necessity that this Motion become immediately effective.

Sponsors: Councilmembers Connally and Conwell

**Council Vice-President Brady referred Motion No. M2013-0018 to the Human Resources, Appointments & Equity Committee.**

- b) M2013-0019: A Motion confirming the County Executive’s appointment of various individuals to serve on the Cuyahoga County Community Improvement Corporation Board of Trustees, and declaring the necessity that this Motion become immediately effective:

- 1) David Reines
- 2) Matthew Rubino
- 3) Wade Steen
- 4) Mark A. Parks, Jr.
- 5) Lawrence E. Benders
- 6) J. W. Sean Dorsey
- 7) Radhika Reddy
- 8) Candace Klein
- 9) Richard C. Perry

Sponsors: Councilmembers Connally and Conwell

**Council Vice-President Brady referred Motion No. M2013-0019 to the Human Resources, Appointments & Equity Committee.**

- c) M2013-0020: A Motion confirming the County Executive's reappointment of Karen Gabriel Moss to serve on the Greater Cleveland Regional Transit Authority Board of Trustees, and declaring the necessity that this Motion become immediately effective.

Sponsors: Councilmembers Connally and Conwell

**Council Vice-President Brady referred Motion No. M2013-0020 to the Human Resources, Appointments & Equity Committee.**

11. COMMITTEE REPORT AND CONSIDERATION OF A MOTION OF COUNCIL FOR SECOND READING ADOPTION UNDER SUSPENSION OF RULES

**A motion was made by Mr. Gallagher, seconded by Mr. Germana and approved by unanimous vote to suspend Rule 9D and to place on final passage Motion No. M2013-0016.**

- a) M2013-0016: A Motion confirming the County Executive's appointment of various individuals to serve on the Cleveland/Cuyahoga County Workforce Investment Board, and declaring the necessity that this Motion become immediately effective:

- 1) Bill Kitson
- 2) Kim M. Shelnick

Sponsors: Councilmembers Connally and Conwell

Committee Assignment and Chair: Human Resources, Appointments & Equity – Conwell

**On a motion by Ms. Conwell with a second by Mr. Jones, Motion No. M2013-0016 was considered and approved by unanimous vote.**

12. CONSIDERATION OF RESOLUTIONS OF COUNCIL FOR FIRST READING AND REFERRAL TO COMMITTEE

- a) R2013-0086: A Resolution determining the services and programs that shall be provided and funded from the Veterans Services Fund in 2013; approving an alternative procurement process; making awards to various providers in the total amount of \$733,306.00 for said services and programs for the period ending 6/30/2014; authorizing the County Executive to execute the agreements, contracts and all other documents consistent with said awards and this Resolution; and declaring the necessity that this Resolution become immediately effective:

- 1) Cuyahoga Community College in the amount of \$73,330.00.
- 2) Cleveland State University in the amount of \$73,330.00.
- 3) Cuyahoga County Office of Homeless Services in the total amount of \$242,500.00.
- 4) Cleveland Municipal Court in the amount of \$104,146.00.
- 5) Cuyahoga County Land Reutilization Corporation in the amount of \$100,000.00.
- 6) The Legal Aid Society of Cleveland in the amount of \$75,000.00
- 7) Cuyahoga County Department of Workforce Development in the amount of \$55,000.00.
- 8) Cuyahoga County Soldiers' and Sailors' Monument Commission in the amount of \$10,000.00.

Sponsors: Councilmembers Connally, Greenspan, Simon **and Rogers**

**Council Vice-President Brady referred Resolution No. R2013-0086 to the Finance & Budgeting Committee.**

- b) R2013-0087: A Resolution making an award to College Now Greater Cleveland in the amount of \$115,000.00 from the Cuyahoga County Educational Assistance Fund for Component 2 of the Cuyahoga County Educational Assistance Program for the period ending 6/30/2014; authorizing the County Executive to execute the contract and all other documents consistent with said award and this Resolution; and declaring the necessity that this Resolution become immediately effective.

Sponsors: Councilmembers Rogers **and Miller**

**Council Vice-President Brady referred Resolution No. R2013-0087 to the Education, Environment & Sustainability Committee.**

13. CONSIDERATION OF AN ORDINANCE OF COUNCIL FOR FIRST READING AND REFERRAL TO COMMITTEE

- a) O2013-0011: An Ordinance amending Ordinance No. O2012-0007 dated 7/10/2012, which established the Cuyahoga County Educational Assistance Program and the Cuyahoga County Educational Assistance Fund, to add additional components to the Program and to authorize an alternative procurement process; creating Chapter 710 and Section 804.01 to codify said Program and Fund; and declaring the necessity that this Ordinance become immediately effective.

Sponsors: Councilmembers Rogers **and Miller**

**Council Vice-President Brady referred Ordinance No. O2013-0011 to the Education, Environment & Sustainability Committee.**



14. COMMITTEE REPORT AND CONSIDERATION OF AN ORDINANCE OF COUNCIL FOR SECOND READING

- a) O2013-0002: An Ordinance amending the Public Records Policy for Cuyahoga County, and declaring the necessity that this Ordinance become immediately effective.

Sponsor: Councilmember Miller

Committee Assignment and Chair: Council Operations & Intergovernmental Relations – Greenspan

**Clerk Schmotzer read Ordinance No. O2013-0002 into the record.**

**This item will move to the May 28, 2013 Council meeting agenda for consideration for third reading adoption.**

15. CONSIDERATION OF A RESOLUTION FOR FIRST READING ~~ADOPTION UNDER SUSPENSION OF RULES~~ **AND REFERRAL TO COMMITTEE**

**A motion was made by Mr. Gallagher, seconded by Mr. Germana and approved by unanimous vote to suspend Rules 9D and 12A and to place on final passage Resolution No. R2013-0088. Mr. Miller then stated that the Resolution contains several items that will be discussed as part of a quarterly financial update by OBM at the next Finance & Budgeting Committee meeting and he requested that the Resolution be referred to Committee.**

- a) R2013-0088: A Resolution amending the 2012/2013 Biennial Operating Budget for 2013 by providing for additional fiscal appropriations from the General Fund and other funding sources, for appropriation transfers between budget accounts, and for cash transfers between budgetary funds, in order to meet the budgetary needs of various County departments, offices, and agencies; and declaring the necessity that this Resolution become immediately effective.

Sponsor: County Executive FitzGerald/Fiscal Officer/Office of Budget & Management

**Council Vice-President Brady referred Resolution No. R2013-0088 to the Finance & Budgeting Committee.**

16. CONSIDERATION OF A RESOLUTION FOR FIRST READING ADOPTION UNDER  
SUSPENSION OF RULES / EXECUTIVE SESSION

**[Note: Item No. 16 was taken out of order and considered after Item No. 23 on the agenda.]**

**A motion was made by Mr. Gallagher, seconded by Mr. Schron and approved by unanimous roll-call vote to move to Executive Session for the purpose of discussing matters concerning collective bargaining and for no other purpose whatsoever. Executive Session was then called to order by Council Vice-President Brady at 5:47 p.m. The following members were present: Councilmembers Germana, Gallagher, Schron, Conwell, Jones, Rogers, Simon, Greenspan, Miller and Brady. The following additional attendees were also present: County Executive Ed FitzGerald, Law Director Majeed Makhoulf and Deputy Chief Law Director Nora Hurley. At 6:05 p.m., Executive Session was adjourned, without objection, and Council Vice-President Brady then reconvened the regular meeting.**

**A motion was made by Mr. Gallagher, seconded by Mr. Germana and approved by unanimous vote to suspend Rules 9D and 12A.**

- a) R2013-0089: A Resolution approving a collective bargaining agreement between Cuyahoga County and International Union of Operating Engineers, Local 18-S, representing approximately 17 employees in 14 classifications in the Department of Public Works for the period 5/7/2013 - 4/30/2015; directing that funds necessary to implement the Collective Bargaining Agreement be budgeted and appropriated; authorizing the County Executive to execute the agreement and all other documents consistent with this Resolution; and declaring the necessity that this Resolution become immediately effective.

Sponsor: County Executive FitzGerald/Departments of Law and Public Works/Division of Finance and Planning

**On a motion by Mr. Miller with a second by Mr. Germana, Resolution No. R2013-0089 was considered and adopted by unanimous vote.**

17. CONSIDERATION OF RESOLUTIONS FOR FIRST READING AND REFERRAL TO  
COMMITTEE

- a) R2013-0090: A Resolution authorizing a Downtown Development Fund Loan in the amount not-to-exceed \$1,500,000.00 to 1717 East 9<sup>th</sup> LLC for acquisition, renovation, construction and conversion of the East Ohio Gas Building and parking garage to a mixed-use residential complex; authorizing the Deputy Chief of Staff of Development or Director of Development to execute all documents consistent with said loan and this

Resolution; and declaring the necessity that this Resolution become immediately effective.

Sponsor: County Executive FitzGerald/Department of Development

**Council Vice-President Brady referred Resolution No. R2013-0090 to the Economic Development & Planning Committee.**

- b) R2013-0091: A Resolution authorizing a Downtown Development Fund Loan in the amount not-to-exceed \$1,500,000.00 to Flats East Development, LLC for construction of residential and retail components of the Flats East Bank Neighborhood Project – Phase II; authorizing the Deputy Chief of Staff of Development or Director of Development to execute all documents consistent with said loan and this Resolution; and declaring the necessity that this Resolution become immediately effective.

Sponsor: County Executive FitzGerald/Department of Development

**Council Vice-President Brady referred Resolution No. R2013-0091 to the Economic Development & Planning Committee.**

- c) R2013-0092: A Resolution authorizing a Downtown Development Fund Grant in the amount not-to-exceed \$4,000,000.00 to Playhouse Square District Development Corporation for streetscape improvements; authorizing the Deputy Chief of Staff of Development or Director of Development to execute all documents consistent with said grant and this Resolution; and declaring the necessity that this Resolution become immediately effective.

Sponsor: County Executive FitzGerald/Department of Development

**Council Vice-President Brady referred Resolution No. R2013-0092 to the Economic Development & Planning Committee.**

- d) R2013-0093: A Resolution authorizing the issuance and sale of County of Cuyahoga, Ohio Taxable Economic Development Revenue Bonds, Series 2013 (Flats East Bank, LLC Project) in a ~~principle~~**principal** amount not-to-exceed \$17,000,000.00 for the purpose of assisting in financing the costs of a “Project” within the meaning of Chapter 165, Ohio Revised Code, paying capitalized interest and paying costs of issuance; providing for the guaranty of the payment annual ~~principle~~**principal** and interest charges of such bonds; authorizing the execution of various documents required in connection with said bond issuance and authorizing and approving related matters; and declaring the necessity that this Resolution become immediately effective.

Sponsor: County Executive FitzGerald/Department of Development

Bond Counsel: Tucker Ellis LLP

**Resolution No. R2013-0093 was withdrawn from consideration at the request of the Fiscal Officer.**

- e) R2013-0094: A Resolution authorizing the reversal of a 1998 parcel swap with the Cuyahoga Metropolitan Housing Authority of Permanent Parcel Nos. 103-19-002 and 103-13-019; authorizing the County Executive to execute all documents necessary for the conveyance of said parcels and consistent with this Resolution; and declaring the necessity that this Resolution become immediately effective.

Sponsor: County Executive FitzGerald/Department of Public Works

**Council Vice-President Brady referred Resolution No. R2013-0094 to the Public Works, Procurement & Contracting Committee.**

- f) R2013-0095: A Resolution authorizing the appropriation of real property in connection with right-of-way plans as set forth in Plat No. M-5010 for reconfiguration of the Warrensville Center Road/Van Aken Boulevard/Chagrin Boulevard/Northfield Road Intersection in the City of Shaker Heights and Village of Highland Hills; directing the County Executive to proceed with the acquisition of real property required for public highway purposes; authorizing the Fiscal Officer to issue the monetary warrant to be deposited with the Probate Court of Cuyahoga County in an amount that is equal to the fair market value of the property; and declaring the necessity that this Resolution become immediately effective:

- 1) Parcel No(s): 4-WD & T  
Permanent Parcel No.: 751-01-015  
Owner: Shaker Place VOA Affordable Housing L.P., an Ohio Limited Partnership  
Approved Appraisal (Fair Market Value Estimate): \$899,300.00

Sponsor: County Executive FitzGerald/Department of Public Works/  
Division of County Engineer

**Council Vice-President Brady referred Resolution No. R2013-0095 to the Public Works, Procurement & Contracting Committee.**

- g) R2013-0096: A Resolution authorizing an amendment to Contract No. CE0300328-01 with Stonebridge Center, LLC for lease of office space located at 2100 Superior Viaduct, Cleveland, for the period 8/1/2003 -

7/31/2013 to extend the time period to 9/30/2014 and for additional funds in the amount of \$712,141.78; authorizing the County Executive to execute the amendment and all other documents consistent with this Resolution; and declaring the necessity that this Resolution become immediately effective.

Sponsor: County Executive FitzGerald/Department of Public Works

**Council Vice-President Brady referred Resolution No. R2013-0096 to the Public Works, Procurement & Contracting Committee.**

- h) R2013-0097: A Resolution making an award on RQ25309 to The Osborn Engineering Company in the amount not-to-exceed \$1,289,082.00 for facility assessment services of the Cuyahoga County Justice Center Complex; authorizing the County Executive to execute the contract and all other documents consistent with said award and this Resolution; and declaring the necessity that this Resolution become immediately effective.

Sponsor: County Executive FitzGerald/Department of Public Works

**Council Vice-President Brady referred Resolution No. R2013-0097 to the Public Works, Procurement & Contracting Committee.**

- i) R2013-0098: A Resolution making an award on RQ26347 to Spectra Contract Flooring in the amount not-to-exceed \$907,086.98 for flooring at various County ~~buildings~~ **facilities** for the period 6/1/2013 - 5/31/2014; authorizing the County Executive to execute the contract and all other documents consistent with said award and this Resolution; and declaring the necessity that this Resolution become immediately effective.

Sponsor: County Executive FitzGerald/Department of Public Works

**Council Vice-President Brady referred Resolution No. R2013-0098 to the Public Works, Procurement & Contracting Committee.**

- j) R2013-0099: A Resolution authorizing an agreement with City of Cleveland in the amount not-to-exceed \$1,958,000.00 for reimbursement of eligible expenses in connection with the FY2011 Urban Area Security Initiative Grant Program for the period 9/1/2011 - 7/31/2014; authorizing the County Executive to execute the agreement and all other documents consistent with this Resolution; and declaring the necessity that this Resolution become immediately effective.

Sponsor: County Executive FitzGerald/Department of Public Safety and Justice Services/Division of Public Safety Grants

**Council Vice-President Brady referred Resolution No. R2013-0099 to the Public Safety & Justice Affairs Committee.**

**18. COMMITTEE REPORTS AND CONSIDERATION OF RESOLUTIONS FOR SECOND READING ADOPTION UNDER SUSPENSION OF RULES**

**A motion was made by Mr. Gallagher, seconded by Mr. Germana and approved by unanimous vote to suspend Rule 9D and to place on final passage Resolution Nos. R2013-0080, R2013-0081, R2013-0082, R2013-0084 and R2013-0085.**

- a) R2013-0080: A Resolution declaring that public convenience and welfare requires resurfacing of Mayfield Road from the Cleveland Heights West Corporation Line to the East Corporation Line in the City of Cleveland Heights; total estimated construction cost \$3,888,225.00; finding that special assessments will neither be levied nor collected to pay for any part of the County's costs of said improvement; authorizing the County Executive to enter into an agreement of cooperation with said municipality in connection with said project; and declaring the necessity that this Resolution become immediately effective.

Sponsors: County Executive FitzGerald/Department of Public Works/  
Division of County Engineer and Councilmember Rogers

Committee Assignment and Chair: Public Works, Procurement &  
Contracting – Jones

**On a motion by Mr. Jones with a second by Mr. Miller, Resolution No. R2013-0080 was considered and adopted by unanimous vote.**

- b) R2013-0081: A Resolution declaring that public convenience and welfare requires resurfacing of Monticello Boulevard from Belvoir Road to Noble Road in the City of Cleveland Heights; total estimated construction cost \$998,350.00; finding that special assessments will neither be levied nor collected to pay for any part of the County's costs of said improvement; authorizing the County Executive to enter into an agreement of cooperation with said municipality in connection with said project; and declaring the necessity that this Resolution become immediately effective.

Sponsors: County Executive FitzGerald/Department of Public Works/  
Division of County Engineer and Councilmember Rogers

Committee Assignment and Chair: Public Works, Procurement &  
Contracting – Jones

**On a motion by Mr. Jones with a second by Mr. Rogers, Resolution No. R2013-0081 was considered and adopted by unanimous vote.**

- c) R2013-0082: A Resolution authorizing participation in the Ohio Department of Transportation Cooperative Purchasing Program for the period 5/1/2013 - 4/30/2015, in accordance with Ohio Revised Code Section 5513.01(B); and declaring the necessity that this Resolution become immediately effective.

Sponsors: County Executive FitzGerald/Fiscal Officer/Office of Procurement & Diversity

Committee Assignment and Chair: Public Works, Procurement & Contracting – Jones

**On a motion by Mr. Jones with a second by Ms. Conwell, Resolution No. R2013-0082 was considered and adopted by unanimous vote.**

- d) R2013-0084: A Resolution making an award on RQ27305 to Emerald Development and Economic Network, Inc. in the amount not-to-exceed \$10,248,516.00 for administration of the Shelter Plus Care Tenant-based Rental Assistance Program in connection with the McKinney-Vento Homeless Assistance Act for the period 4/10/2013 - 4/9/2014; authorizing the County Executive to execute the contract and all other documents consistent with said award and this Resolution; and declaring the necessity that this Resolution become immediately effective.

Sponsor: County Executive FitzGerald/Department of Health and Human Services/Division of Community Initiatives/Office of Homeless Services

Committee Assignment and Chair: Health, Human Services & Aging – Brady

**On a motion by Mr. Brady with a second by Mr. Miller, Resolution No. R2013-0084 was considered and adopted by unanimous vote.**

- e) R2013-0085: A Resolution making an award on RQ26276 to Youth Opportunities Unlimited in the amount of \$4,819,176.00 for the Temporary Assistance to Needy Families Summer Youth Employment Program for the period 5/15/2013 - 8/31/2013; authorizing the County Executive to execute the contract and all other documents consistent with said award and this Resolution; and declaring the necessity that this Resolution become immediately effective.

Sponsors: County Executive FitzGerald/Department of Health and Human Services/Cuyahoga Job and Family Services and Councilmember Jones

Committee Assignment and Chair: Health, Human Services & Aging – Brady

**On a motion by Mr. Brady with a second by Ms. Conwell, Resolution No. R2013-0085 was considered and adopted by unanimous vote.**

19. CONSIDERATION OF AN ORDINANCE FOR FIRST READING AND REFERRAL TO COMMITTEE

- a) O2013-0012: An Ordinance providing for adoption of various changes to the Cuyahoga County Non-Bargaining Classification Plan, and declaring the necessity that this Ordinance become immediately effective.

Sponsors: County Executive FitzGerald/Department of Human Resources on behalf of Human Resource Commission

**Council Vice-President Brady referred Ordinance No. O2013-0012 to the Human Resources, Appointments & Equity Committee.**

20. CONSIDERATION OF AN ORDINANCE FOR THIRD READING ~~ADOPTION~~ AND REFERRAL TO COMMITTEE

- a) O2013-0004: An Ordinance amending Ordinance No. O2011-0045, as amended, which established divisions and sections within the Department of Health and Human Services, to create the Office of the Director and to clarify and delineate displacement, reinstatement and reemployment procedures; combining Ordinance Nos. O2011-0045 and O2012-0029 with this Ordinance for purposes of codification; and declaring the necessity that this Ordinance become immediately effective.

Sponsor: County Executive FitzGerald/Department of Health and Human Services

**Council Vice-President Brady referred Ordinance No. O2013-0004 to the Health, Human Services & Aging Committee.**

21. MISCELLANEOUS COMMITTEE REPORTS

**Mr. Miller reported that the Finance & Budgeting Committee will meet on Monday, May 20<sup>th</sup> at 1:00 p.m.**



**Mr. Gallagher reported that the Public Safety & Justice Affairs Committee will meet on Tuesday, May 21<sup>st</sup> at 1:00 p.m.**

**Mr. Schron reported that the Economic Development & Planning Committee will tentatively meet on Wednesday, May 29<sup>th</sup> at 3:00 p.m.**

**Ms. Conwell reported that the Human Resources, Appointments & Equity Committee will meet on Tuesday, May 21<sup>st</sup> at 10:00 a.m.**

**Mr. Jones reported that the Public Works, Procurement & Contracting Committee will meet on Wednesday, May 22<sup>nd</sup> at 11:00 a.m.**

**Mr. Rogers reported that the Education, Environment & Sustainability Committee will meet on Wednesday, May 22<sup>nd</sup> at 3:00 p.m.**

## **22. MISCELLANEOUS BUSINESS**

**Mr. Miller reported on Multiple Chemical Sensitivity Awareness Month and involuntary exposures that may harm a person's health.**

**Mr. Greenspan reported on the May 18<sup>th</sup> Public Officials Training Seminar partnered by the County Council and Cleveland State University, Maxine Goodman Levin College of Urban Affairs.**

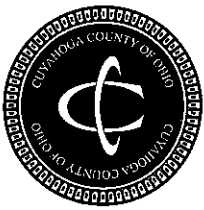
## **23. PUBLIC COMMENT UNRELATED TO AGENDA**

**No public comments were given unrelated to the agenda.**

**[Note: Item No. 16 was taken out of order and considered after Item No. 23 on the agenda.]**

## **24. ADJOURNMENT**

**With no further business to discuss and on a motion by Mr. Miller with a second by Mr. Jones, the meeting was adjourned at 6:07 p.m., without objection.**



**EDWARD FITZGERALD**  
Cuyahoga County Executive

May 20, 2013

C. Ellen Connally  
Council President  
County Administration Building  
1219 Ontario Street  
Cleveland, Ohio 44113

Dear Council President Connally,

The attached document lists the items that County Executive Edward FitzGerald approved and/or signed in March and April 2013. This list includes: the contracts, purchases or sales executed; all grants or loans made or received for more than \$50,000; and the change orders and amendments in which the total additions exceeds \$50,000.

Please contact me at (216) 263-4606 if you would like additional information on any of these contracts or items.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "David Merriman". The signature is fluid and cursive, with a large initial 'D'.

David Merriman  
Special Assistant to the Executive

<b>Department/Court, Summary</b>
1. Common Pleas Court/Corrections Planning Board, submitting an amendment to Contract No. CE1200411-01 with Fieldware, LLC for an Automated Notification System for the period 6/1/2012 11/30/2012 to extend the time period to 6/30/2013; no additional funds required.
2. County Council, recommending an award on RQ26685 and enter into a contract with Project Management Consultants LLC, in the amount not-to-exceed \$153,000.00 for design and construction oversight consultant services for the consolidated County Headquarters building for the period of 3/15/2013 - 9/14/2014.
3. County Executive, recommending a payment in the amount of \$100,000.00 to Downtown Cleveland Alliance as a voluntary contribution for the period 1/1/2013 -12/31/2013.
4. County Executive, recommending a payment in the amount of \$25,000.00 to Global Cleveland as a voluntary contribution for the period 1/1/2013 - 12/31/2013.
5. County Law Library, A) Submitting a sole source exemption on RQ26917, which will result in an award recommendation to West, a Thomson Reuters Business in the amount of \$22,224.00 for electronic legal research and reference database services for library staff for the period 4/1/2013 - 3/31/2016. B) On behalf of the Cuyahoga County Law Library Resources Board, recommending an award on RQ26917 and enter into a sole source contract with West Publishing Corporation dba West, a Thomson Reuters business in the amount not-to-exceed \$22,224.00 for electronic legal research and reference database services for library staff for the period 4/1/2013 - 3/31/2016.
6. County Law Library, A) Submitting a sole source exemption on RQ26915, which will result in an award recommendation to West, a Thomson Reuters Business in the amount not-to-exceed \$235,980.00 for legal reference and research books for library patrons and staff for the period 4/1/2013 - 3/31/2016. B) On behalf of the Cuyahoga County Law Library Resources Board, recommending an award on RQ26915 and enter into a sole source contract with West, a Thomson Reuters business in the amount not-to-exceed \$235,980.00 for legal reference and research books for library patrons and staff for the period 4/1/2013 - 3/31/2016.
7. County Law Library, A) Submitting a sole source exemption on RQ26916, which will result in an award recommendation to West, a Thomson Reuters Business in the amount of \$256,812.00 for electronic legal research and reference database services for library patrons for the period 4/1/2013 - 3/31/2016. B) On behalf of the Cuyahoga County Law Library Resources Board, recommending an award on RQ26916 and enter into a sole source contract with West Publishing Corporation dba West, a Thomson Reuters business in the amount not-to-exceed \$256,812.00 for electronic legal research and reference database services for library patrons for the period 4/1/2013 - 3/31/2016.
8. County Planning Commission Submitting an amendment to Contract No. CE1200496-01 with Spectrum Energy Concepts, Inc. for energy management consultant services for the Municipal Energy Program for the period 8/6/2012 - 9/30/2012 to extend the time period to 6/30/2013; no additional funds required.
9. County Prosecutor, A) Submitting an RFP exemption on RQ26582 which will result in an award recommendation to SHI International Corp. in the amount of \$304,365.84 for Microsoft Enterprise Agreement volume licensing for Microsoft-related services for the period 2/1/2013 - 1/31/2016. B) Recommending an award on RQ26582 and enter into a state contract with SHI International Corp. in the amount of \$304,365.84 for Microsoft Enterprise Agreement volume licensing for Microsoft-related services for the period 2/1/2013 - 1/31/2016.
10. County Sheriff Submitting an amendment to Contract No. CE1100331-01 with Mental Health

<p>Services for Homeless Persons, Inc. for re-entry services for the Project RESTORE (Reentry Strategies Toward Reintegration) demonstration project in connection with the FY2010 Second Chance Act Prisoner Reentry Initiative for the period 1/1/2011 - 9/30/2013 for a decrease in the amount of (\$41,580.53).</p>
<p>11. County Sheriff, recommending an award on RQ26221 and enter into a contract with Watch Systems L.L.C., sole source, in the amount not-to-exceed \$150,000.00 for offender watch notification mailing services for the period 2/4/2013 - 2/3/2015.</p>
<p>12. County Sheriff, submitting a Memorandum of Understanding with The R.I.D.G.E. Project, Inc. for the TYRO Dads and Keeping Faith programs.</p>
<p>13. County Sheriff, submitting an amendment to Contract No. CE1100309-01 with Case Western Reserve University Mandel School of Applied Social Sciences for the design, compilation and analysis of data for Project RESTORE (Reentry Strategies Toward Reintegration) in connection with the FY2010 Second Chance Act Prisoner Reentry Initiative for the period 1/1/2011 - 9/30/2012 to extend the time period to 9/30/2013 and for additional funds in the amount not-to-exceed \$41,580.53.</p>
<p>14. Court of Appeals, submitting an amendment to Contract No. CE1200115-01 with InfoPro Computer Solutions for consultant services on the Buckeye Case Management and Computer Network Systems for the period 2/1/2012 - 1/31/2013 to extend the time period to 4/1/2013; no additional funds required.</p>
<p>15. Cuyahoga County Board of Developmental Disabilities, a) Submitting an amendment to Contract No. CE1200385-01 with Whitehouse Construction for replacement of exterior office windows at the William Patrick Day Early Childhood Center, located at 2421 Community College Avenue for a decrease in the amount of (\$1,134.47). b) Recommending to accept the project as complete and in accordance with plans and specifications; requesting authority for the County Treasurer to release the escrow account in the amount of \$6,650.00, in accordance with Ohio Revised Code Section 153.63.</p>
<p>16. Cuyahoga Job and Family Services, recommending an award on RQ25667 and to enter into a contract with Human Services Associates, Inc. in the amount of \$10,825.00 for financial management services for the period 4/1/2013 - 3/31/2014.</p>
<p>17. Department of Development A) Requesting approval of a contract with Partners Environmental Consulting Inc. for Phase II Environmental Services in the amount of \$37,300.00 at the proposed 26102 Chardon Road Site located at 26102 Chardon Road, Richmond Heights. Start-completion dates are 03/04/13 to 08/31/2013. B) Submitting a License for Entry, Consent and Limited Release from Liability agreement in connection with said project site.</p>
<p>18. Department of Development, A) requesting approval of a contract with BDL General Contracting, Inc. for the anticipated cost of \$7,100.00 for Lead Remediation Case 346 Carlisle at 19790 S. Lakeshore Blvd. Euclid for The anticipated start-completion dates are February 25, 2013 – May 31, 2013. B) requesting approval of a contract with Paragon CMS for the anticipated cost of \$7,120.00. The anticipated start-completion dates are February 25, 2013 – May 31, 2013 for Lead Remediation Case 237 Boone at 4201 Okalona Road South Euclid.</p>
<p>19. Department of Development, a) Requesting approval of a contract with URS Corporation for pre-demolition Asbestos Containing Materials Survey in the amount of \$10,430.00 at the proposed St. Clair Redevelopment Site located at 6218-6220 St. Clair Avenue Cleveland, Ohio 44103. The start-completion dates are 03/18/2013 - 9/14/2013. b) Submitting a License for Entry, Consent and Limited Release from Liability agreement in connection with said project site.</p>
<p>20. Department of Development, A) Requesting approval of a contract with American Building and</p>

Kitchen Products Inc. for Lead Remediation Case 302 Rogers at 3817 Wallingford Road South Euclid for the anticipated cost \$1,900.00. The anticipated start-completion dates are April 1, 2013 – June 30, 2013. B) Requesting approval of a contract with MAE Construction LLC for Lead Remediation Case 314 Brown 315 Levert at 10606 Edgepark Drive Units 1 & 2, Garfield Heights for the anticipated cost \$25,675.00. The anticipated start-completion dates are April 1, 2013 - June 30, 2013. C) Requesting approval of a contract with MAE Construction LLC for Lead Remediation Case 412 Hodge at 4097 Ascot Lane Warrensville Heights for the anticipated cost \$2,210.00. The anticipated start-completion dates are April 1, 2013 - June 30, 2013. D) Requesting approval of a contract with Paragon CMS Case 380 West at 1764 Braeburn Park Drive Euclid for the anticipated cost of \$7,820.00. The anticipated start-completion dates are April 1, 2013 – June 30, 2013.

21. Department of Development, A) Requesting approval of a contract with Green Home Solutions, LLC for the anticipated cost of \$13,850.00 for Lead Remediation Case 377 Grider-Hall at 13203 Maplerow Avenue, Garfield Heights, The anticipated start-completion dates are 4/8/2013 – July 7, 2013.

22. Department of Development, A) Requesting approval of a contract with Pandey Environmental LLC for Phase I Environmental Services in the amount of \$12,300.00 at the proposed Upper Chester Area of Hough Redevelopment Site located at various parcels North of Chester between E 93rd and E 101 Streets, Cleveland, Ohio start- completion dates are 04/29/13 -10/26/2013. B) Submitting a License for Entry, Consent and Limited Release from Liability agreement in connection with said project site.

23. Department of Development, A) Requesting approval of a contract with BDL General Contracting, Inc. for the anticipated cost of \$8,000.00 for Lead Remediation located at 4145 Ellison Road South Euclid. The anticipated start- completion dates are March 25, 2013 – June 23, 2013. B) Requesting approval of a contract with C.B. Mullins Construction Company, Inc. for the anticipated cost of \$7,850.00 for lead remediation located at 27131 Cook Road Olmsted Township. The anticipated start-completion dates are March 25, 2013 – June 23, 2013. C) Requesting approval of a contract with Paragon CMS for the anticipated cost of \$23,733.00 for Lead Remediation located at Vacant & 14016 & 14018 Strathmore Avenue (Units 1-3) East Cleveland. The anticipated start-completion dates are March 25, 2013 – June 23, 2013.

24. Department of Development, A) Requesting approval of a contract with Concord Properties Co., LTD, for the anticipated cost of \$6,000 to complete exterior repairs and improvements to the property located at 1438 SOM Center Road in the City of Mayfield Heights for the Storefront Rebate program. The anticipated start- completion dates are 4/15/2013 - 9/30/2013. B) Requesting approval of a contract with Elizabeth Orosz, for the anticipated cost of \$2,941.67 to complete exterior repairs and improvements to the property located at 13846 Bennett Road in the City of North Royalton for the Storefront Renovation Rebate Program. The anticipated start- completion dates are 4/29/2013 - 9/30/2013. C) Requesting approval of a contract with Hi-Bishop Realty LLC., for the anticipated cost of \$10,320.00 to complete exterior repairs and improvements to the property located at 785 Bishop Road in the City of Highland Heights for the Storefront Rebate program. The anticipated start-completion dates are 4/15/2013 - 9/30/2013. D) Requesting approval of a contract with LGK Properties LLC., for the anticipated cost of \$11,400.00 to complete exterior repairs and improvements to the Property located at 4448 Mayfield Road in the City of South Euclid for the the Storefront Rebate Program. The anticipated start-completion dates are 4/29/2013 - 9/30/2013. E) Requesting approval of a contract with Royalton Business Park Condominium Owners Association, Inc., for the anticipated cost of \$9,382.00 to complete exterior repairs and improvements to the property

<p>located at 10143 Royalton Road, Unit C, in the City North Royalton for the Storefront Renovation Rebate Program. The anticipated start-completion dates are 4/15/2013 - 9/30/2013. F) Requesting approval of a contract with Royalton Music Center Inc., for the anticipated cost of \$2,376.00 to complete exterior repairs and improvements to the property located at 10167 Royalton Road in the City of North Royalton for the Storefront Rebate program. The anticipated start-completion dates are 4/15/2013 - 9/30/2013. G) Requesting approval of a contract with Uncle John's Plant Farm, Inc. for the anticipated cost of \$11,373.65 to complete exterior repairs and improvements to the property located at 8579 Columbia Road in the City of Olmsted Falls for the Storefront Rebate program. The anticipated start-completion dates are 4/15/2013 - 9/30/2013.</p>
<p>25. Department of Development, recommending to amend Board of Control approval No. BC2012-321 to add funding in the amount of \$400,000 for the Storefront Renovation Program. The anticipated start - completion dates are unchanged: August 1, 2011 - December 31, 2015.</p>
<p>26. Department of Development, requesting approval of a contract with Fairview Eye Center Inc., for the anticipated cost of \$18,921.42 for exterior repairs and improvements to property located at 21375 Lorain Road, Fairview Park.</p>
<p>27. Department of Development, requesting approval of a contract with American Building and Kitchen Products Inc. for the anticipated cost \$5,950.00 for Lead Remediation Case 226 Chatmon at 1547 E. 248th Street Euclid. The anticipated start-completion dates are March 18, 2013 – June 16, 2013.</p>
<p>28. Department of Development, requesting approval of a contract with Able Chiropractic &amp; Alternative Health Care Inc. for exterior repairs and improvements to property located at 15751 Broadway Avenue in the City of Maple Heights for the anticipated cost \$3,696.97. The anticipated start-completed dates are 4/15/2013 - 9/30/2013.</p>
<p>29. Department of Development, requesting approval of a payment to Greater Cleveland Media Development Corporation dba Greater Cleveland Film Commission in the amount of \$160,000.00 for operating expenses for the year 2013.</p>
<p>30. Department of Development, requesting approval of an amendment to agreement AG1200199-01, 02,03 with the City of Euclid for \$505,773.46, effective April 1, 2013. The amendment adds \$202,927.80 in federal Fiscal Year 2005 and 2010 HOME funds allocated to the City of Euclid.</p>
<p>31. Department of Development, requesting approval of an Economic Development Loan to STL GP-3, Corporation in the amount not-to-exceed \$500,000 to complete Phase III renovations of the former St. Luke's Manor Project, located at 11311 Shaker Boulevard in Cleveland for productive use; authorizing the Director of Development to execute the loan documents, amendments, subordination agreements and other instruments and agreements, with such parties that may be required or appropriate to effectuate the loan.</p>
<p>32. Department of Development, requesting approval of an Intercreditor Agreement in connection with a NCO Technology Fund Loan with CitizenGroove, Inc.</p>
<p>33. Department of Development, requesting approval of an Intercreditor Agreement in connection with a NCO Technology Fund Loan with SparkBase, Inc. Office of Procurement &amp; Diversity, recommending to declare various property as surplus Count property no longer needed for public use; recommending to sell said property via internet auction, in accordance with Ohio Revised Code Section 307.12(E).</p>
<p>34. Department of Development, requesting approval of an Intercreditor Agreement among Building 2, LLC dba eFuneral and JumpStart Inc. in connection with a North Coast Opportunities Technology Fund Loan.</p>

35. Department of Development, requesting approval of awards to two cities, carrying out eligible activities under the federally funded Neighborhood Stabilization Program 3, for the anticipated total cost of not to exceed \$400,000.00 The anticipated start and completion dates are April 1, 2013 - December 31, 2013: a) City of Berea b) City of South Euclid
36. Department of Development, submitting amendments to Agreements with various municipalities for various municipal grant projects for the Community Development Block Grant Program for the period 9/1/2012 - 12/31/2013 to change the scope of services, effective 4/1/2013; no additional funds required: a) No. AG1200188-01 with City of Brooklyn for the Natatorium ADA Splash Pad. b) No. AG1200208-01 with City of Parma Heights for the Big Creek Metroparks Connector Trail. c) No. AG1200314-01 with City of Rocky River for the Linda Street Improvement Project. d) No. AG1200213-01 with Village of Cuyahoga Heights for Bacci Park ADA Compliant Restrooms. e) No. AG1200217-01 Village of Glenwillow for the Richmond-Pettibone Road Intersection Improvement.
37. Department of Development, submitting amendments to agreements with various municipalities for various municipal grant projects for the Neighborhood Stabilization Program 3 for the period 7/12/2011- 1/1/2011/2013 to extend the time period to 7/12/2011 - 12/31/2013; no additional funds required: A) Agreement No. AG1100132 with City of Cleveland Heights. B) Agreement No. AG1100134 with City of Lakewood. C) Agreement No. AG1100133 with City of Shaker Heights.
38. Department of Development, submitting amendments to contracts with various municipalities for various municipal grant projects for the Community Development Block Grant Program for the Department of Development for the period 7/1/2011 - 12/31/2012 to extend the time period to 6/30/2013 and to change to scope of services, effective 4/15/2013; no additional funds required: a) Contract No. CE1100539-01 with City of Bedford for the Historic Bedford Automile Enhancement Project. b) Contract No. CE1100549-01 with Village of Oakwood for the Richmond-Broadway Intersection Realignment Project. c) Contract No. CE1100550-01 with Village of Woodmere for the Police and Fire Department Building and Site Improvement Project.
39. Department of Development, submitting an amendment to Agreement No. AG1200026 with Cleveland State University for Foreclosure Prevention evaluation services including Neighborhood Stabilization Program II coordination for the period 10/1/2012 - 3/31/2013 to extend the time period to 5/31/2013; no additional funds required.
40. Department of Development, submitting an amendment to Contract No. CE1200027 with MAE Construction for Lead Remediation of property located at 3776 Wallingford Road, South Euclid, in connection with the FY2010 Lead-Based Paint Hazard Control and Lead Hazard Reduction Demonstration Grant Program for the period 1/17/2012 - 5/31/2012 to extend the time period to 5/31/2013, and for additional funds in the amount of \$1,250.00.
41. Department of Development's Community Development Block Grant Program Funds to cover the balance of \$3,850.00. B) Requesting approval of a contract with MAE Construction LLC for the anticipated cost \$6,985.00 for Lead Remediation Case 434 Elma at 21301 Crystal Avenue, Euclid. The anticipated start-completion dates are April 8, 2013 - July 7, 2013.
42. Department of Health and Human Services, Community Initiatives Division/Office of Early Childhood, recommending an award on RQ26679 and enter into a contract with Educational Service Center of Cuyahoga County in the amount not-to-exceed \$15,293.19 for fiscal agent services in connection with staffing for Early Childhood Mental Health Coordinator services for the period 1/22/2013 -12/31/2013.
43. Department of Health and Human Services, Community Initiatives Division/Office of Homeless Services, recommending an award on RQ26800 and enter into a contract with Hands on

Northeast Ohio in the amount not-to-exceed \$5,000.00 for management of the Homeless Stand Down event for the period 1/1/2013 - 5/31/2013.
44. Department of Health and Human Services, Division of Children & Family Services, recommending an award on RQ26848 and enter into a contract with Caring Family Network in the amount not-to-exceed \$5,500.00 for adoption services for the period 3/1/2013 - 12/31/2014.
45. Department of Health and Human Services Division of Children & Family Services, recommending an award on RQ24104 and enter into a contract with University Physicians, Incorporated in the amount not-to- exceed \$48,426.87 for the Race Equity Initiative for the period 3/1/2013 - 3/31/2014.
46. Department of Health and Human Services, A) Division of Children and Family Services, submitting an RFP exemption on RQ27127, which will result in an award recommendation to Educational Service Center of Cuyahoga County in the amount not- to-exceed \$26,958.29 for fiscal agent services in connection with staffing for Early Childhood Mental Health Central Coordinator services for the period 1/22/2013 - 6/30/2014. B) Division of Children and Family Services, recommending an award on RQ27127 and enter into an agreement with Educational Service Center of Cuyahoga County in the amount not-to-exceed \$26,958.29 for fiscal agent services in connection with staffing for Early Childhood Mental Health Central Coordinator services for the period 1/22/2013 - 6/30/2014.
47. Department of Health and Human Services, Cuyahoga Job and Family Services, recommending an award on RQ25667 and to enter into a contract with Human Services Associates, Inc. in the amount of \$10,825.00 for financial management services for the period 4/1/2013 - 3/31/2014.
48. Department of Health and Human Services, Cuyahoga Job and Family Services, recommending an award on RQ26227 and enter into a contract with Mid-America Consulting Group, Inc. in the amount not-to- exceed \$59,080.00 for hosting services, licensing and maintenance on Gateway Provider Client Services software for the period 2/1/2013 - 1/31/2014.
49. Department of Health and Human Services, Division of Children & Family Services, recommending an award on RQ24104 and enter into a contract with University Physicians, Incorporated in the amount not-to-exceed \$48,426.87 for the Race Equity Initiative for the period 3/1/2013 - 3/31/2014.
50. Department of Health and Human Services, Division of Children and Family Services, recommending an award on RQ26895 and enter into a contract with Embassy Suites Hotel in the amount of \$9,075.00 for rental of space and related services for a Supervisor and Manager Conference for the period 3/27/2013 -3/28/2013.
51. Department of Health and Human Services, recommending an award on RQ26184 and enter into a contract with University Hospitals of Cleveland in the amount not-to-exceed \$128,700.00 for operational support of the Northern Ohio Poison Center of Rainbow Babies & Children's Hospital for the period 1/1/2013 - 12/31/2013.
52. Department of Health and Human Services, submitting a contract with MAXIMUS Consulting Services, Inc. a wholly owned subsidiary of Maximus, Inc. in the amount of \$2,150.00 for maintenance on the Program Expenditure Tracking System for the period 1/1/2013 - 12/31/2013.
53. Department of Health and Human Services/Community Initiatives Division/Office of Early Childhood, submitting a grant award in the amount of \$50,000.00 with Treu-Mart Fund for the Young Children's Emotional Development Exhibit at the Children's Health Museum for the period 1/1/2013 - 12/31/2013.
54. Department of Health and Human Services/Community Initiatives Division/Office of Homeless



<p>Services, submitting an amendment to Contract No. CE0900644-04 with Emerald Development and Economic Network, Inc. for the Homeless Prevention and Rapid Re-Housing Program for the period 9/15/2009 -12/31/2012 to extend the time period 5/31/2013; no additional funds required.</p>
<p>55. Department of Health and Human Services/Community Initiatives Division/Office of Early Childhood, recommending an award on RQ26679 and enter into a contract with Educational Service Center of Cuyahoga County in the amount not-to-exceed \$15,293.19 for fiscal agent services in connection with staffing for Early Childhood Mental Health Coordinator services for the period 1/22/2013 -12/31/2013.</p>
<p>56. Department of Health and Human Services/Community Initiatives Division/Office of Homeless Services, recommending an award on RQ26800 and enter into a contract with Hands on Northeast Ohio in the amount not-to-exceed \$5,000.00 for management of the Homeless Stand Down event for the period 1/1/2013 - 5/31/2013.</p>
<p>57. Department of Health and Human Services/Community Initiatives Division/Office of Early Childhood, recommending to terminate Contract No. CE1200522-01 with Lakewood Beginnings Child Development Center, Inc. for Universal Pre-Kindergarten services for the period 8/1/2012 - 7/31/2013, effective 11/1/2012.</p>
<p>58. Department of Health and Human Services/Community Initiatives Division/Office of Early Childhood, submitting an amendment to Contract No. CE1200512-01 with The Cleveland Music School Settlement for Universal Pre-Kindergarten services for the period 8/1/2012 - 7/31/2013 for additional funds in the amount of \$9,696.00.</p>
<p>59. Department of Health and Human Services/Community Initiatives Division/Family and Children First Council, submitting midyear projected expenditures report for the System of Care Family Centered Services and Supports Grant Program for SFY2013.</p>
<p>60. Department of Health and Human Services/Community Initiatives Division/Office of Early Childhood, requesting approval to apply for and accept grant funds from The What to Expect Foundation for the Cuyahoga County Baby Basics Lead Agency Health Literacy grant program in the amount of \$30,000.00 for the period 6/1/2013-5/31/2014.</p>
<p>61. Department of Health and Human Services/Community Initiatives Division, Office of Homeless Services, recommending an award on RQ27135 and enter into a contract with Fairhill Partners in the amount not- to-exceed \$30,000.00 for emergency shelter services for elderly homeless persons for the period 4/1/2013 - 3/31/2014.</p>
<p>62. Department of Health and Human Services/Community Initiatives Division/Office of Early Childhood, submitting an amendment to Contract No. CE0900604-01, 04 with Starting Point for administration of various initiatives of the Universal Pre-Kindergarten Program for the Invest in Children Program for the period 8/1/2009 - 7/31/2013 to change the scope of services, effective 3/1/2013 and for additional funds in the amount of \$15,030.00.</p>
<p>63. Department of Health and Human Services/Community Initiatives Division/Office of Early Childhood, submitting an amendment to Contract No. CE0900604-01, 04 with Starting Point for administration of various initiatives of the Universal Pre-Kindergarten Program for the Invest in Children Program for the period 8/1/2009 - 7/31/2013 to change the scope of services, effective 3/1/2013 and for additional funds in the amount of \$15,030.00.</p>
<p>64. Department of Health and Human Services/Community Initiatives Division/Office of Homeless Services, submitting an amendment to Contract No. CE1200732-01 with Bowman Systems L.L.C for software maintenance and support on the Homeless Management Information System for the period 1/1/2012 - 12/31/2012 to extend the time period to 12/31/2013 and for additional</p>

funds in the amount not-to- exceed \$27,845.00.
65. Department of Health and Human Services/Community Initiatives Division/Office of Early Childhood, submitting an amendment to Contract No. CE1200430-03 with Educational Service Center of Cuyahoga County for fiscal and administrative services for the Help Me Grow Bright Beginnings Program for the period 7/1/2012 - 6/30/2013 for additional funds in the amount of \$67,265.97.
66. Department of Health and Human Services/Community Initiatives Division, Family and Children First Council, submitting an amendment to Agreement No. AG1200032-01 with Cuyahoga County Board of Health for administration of the School-based Comprehensive Sexual Health Program for the period 12/1/2011 - 11/30/2012 to extend the time period to 1/31/2014, to change the scope of services, effective 12/1/2011 and for additional funds in the amount of \$423,004.00.
67. Department of Health and Human Services/Cuyahoga Job and Family Services, recommending an award on RQ27237 and enter into a contract with Playhouse Square Hotel Limited Partnership dba Wyndham Playhouse Square LLC in the amount not-to-exceed \$11,000.00 for rental of meeting space and related services for the Fatherhood Conference for the period 4/1/2013 - 8/1/2013.
68. Department of Health and Human Services/Cuyahoga Job and Family Services, submitting an amendment to Contract No. CE1100369-01 with Catholic Charities Corporation for intensive case management services for Ohio Works First and Disability Financial Assistance cash recipients with barriers to employment for the period 7/1/2011 - 6/30/2012 to extend the time period to 6/30/2014 and for additional funds in the amount of \$372,000.00.
69. Department of Health and Human Services/Cuyahoga Job and Family Services, submitting an amendment to Contract No. CE1100179-01, 02 with Synovate, Inc. for a Customer Satisfaction Tracking Survey for the period 1/1/2011 - 12/31/2012 to extend the time period to 12/31/2013, to change the scope of services, effective 1/1/2013 and for additional funds in the amount of \$51,896.20.
70. Department of Health and Human Services/Division of Children & Family Services, recommending an award on RQ26848 and enter into a contract with Caring Family Network in the amount not-to-exceed \$5,500.00 for adoption services for the period 3/1/2013 - 12/31/2014.
71. Department of Health and Human Services/Division of Children and Family Services, submitting an agreement with Casey Family Programs in the amount of \$15,000.00 for strategic planning for the Child Welfare Initiative for the period 1/1/2013 - 12/31/2013.
72. Department of Health and Human Services/Division of Children and Family Services, submitting an amendment to Contract No. CE1100628-01 with START - Support To At-Risk Teens for placement services for the period 10/1/2011 - 12/31/2013 to change the scope of services, effective 10/1/2011; no additional funds required.
73. Department of Health and Human Services/Division of Children and Family Services, submitting a Memorandum of Understanding with Cleveland Eastside Ex-Offender Coalition for the Cuyahoga Tapestry System of Care Providers Services Network for the period 5/1/2013 - 12/31/2014.
74. Department of Health and Human Services/Division of Children and Family Services, submitting an amendment to Contract No. CE1200405-01 with West 25th Furnishings and Appliances, Inc. for emergency assistance services for the period 9/1/2012 - 8/31/2014, to change the scope of services, effective 4/29/2013; no additional funds required.
75. Department of Health and Human Services/Division of Children and Family Services, submitting an agreement with Ohio Attorney General c/o Treasurer, State of Ohio/Bureau of Criminal Identification and Investigation in the amount not-to-exceed \$450,000.00 for access to the

<p>National Webcheck Program for criminal background checks on childcare provider applicants for the period 1/1/2012 -12/31/2014.</p>
<p>76. Department of Health and Human Services/Office of Re-entry, submitting an amendment to Contract No. CE1200215-01 with Verge, Inc. for implementation of a Social Enterprise Initiative Program for formerly incarcerated individuals for the period 3/1/2012 - 8/31/2013 to extend the time period to 12/31/2013 and for additional funds in the amount of \$50,000.00.</p>
<p>77. Department of Health and Human Services/Office of Re-entry, submitting an amendment to Contract No. CE0900646-01 with Towards Employment, Incorporated for the Reentry Employment and Training Program for the period 7/1/2009 - 3/31/2013 to extend the time period to 3/31/2014, to change the scope of services effective 4/1/2013 and for additional funds in the amount of \$150,000.00.</p>
<p>78. Department of Health and Human Services/Office of Reentry, submitting amendments to contracts with various providers for the FY2011 Second Chance Act Adult Offender Reentry Program for the period 10/1/2011 - 3/31/2013: 1) for evaluation services: a) No. CE1200094-01 with Case Western Reserve University Begun Center for Violence Prevention Research &amp; Education for additional funds in the amount not-to exceed \$10,000.00. 2) for assessment, case management and referrals services: b) No. CE1200095-01 with Center for Families and Children for a decrease in the amount of (\$123,000.00). c) No. CE1200096-01 with Community Assessment and Treatment Services, Inc. for additional funds in the amount not-to-exceed \$39,000.00. d) No. CE1200097-01 with Community Re-entry Inc. for additional funds in the amount not-to-exceed \$74,000.00.</p>
<p>79. Department of Information Technology Recommending an award on RQ27069 and enter into a state contract with OneLink Technical Services, LLC in the amount not-to-exceed \$30,000.00 for OnBase Administration Enterprise Content Management Support Services 4/1/2013 - 3/31/2015.</p>
<p>80. Department of Information Technology, A) Recommending an award on RQ26664 and enter into a contract with OARnet/The Ohio State University in the amount not-to-exceed \$10,876.69 for maintenance and support services on VMware software for the period 1/11/2013 - 1/10/2014 for the Office of Emergency Management/Cuyahoga Regional Information System Section. B) Recommending an award on RQ26667 and enter into a contract with OARnet/The Ohio State University in the amount not-to-exceed \$2,761.52 for maintenance and support services on VMware software for the period 6/23/2013 - 6/22/2014 for the Office of Emergency Management/Cuyahoga Regional Information System Section C) Recommending an award on RQ26668 and enter into a contract with OARnet/The Ohio State University in the amount of \$13,774.80 for consultant services and software maintenance and support on VMware software for the period 4/26/2013 - 4/25/2014. D) Recommending an award on RQ26669 and enter into a contract with OARnet/The Ohio State University in the amount not-to-exceed \$8,003.48 for maintenance and support services on VMware software for the Fiscal Office for the period 4/30/2013 - 4/29/2014 for the Fiscal Office. E) Recommending an award on RQ26670 and enter into a contract with OARnet/The Ohio State University in the amount not-to-exceed \$2,804.10 for maintenance and support services on VMware software for the period 12/17/2013 - 12/16/2014.</p>
<p>81. Department of Information Technology, A) Submitting a revenue generating agreement with City of Brooklyn in the amount of \$7,284.60, for professional web services to the City of Brooklyn for the period 3/12/2012 - 3/12/2014. B) Submitting a revenue generating agreement with the Village of Brooklyn Heights in the amount of \$6,732.00 for professional web services for the period 2/11/2013 - 2/10/2015.</p>

82. Department of Information Technology, recommending an award on RQ26444 and enter into a sole source contract with Latitude Geographics Group Ltd. in the amount not-to-exceed \$19,420.00 for maintenance and support on Geocortex software for the period 3/1/2013 - 2/28/2014.
83. Department of Information Technology, recommending an award on RQ26543 and enter into a Contract with Kucera International, Inc. in the amount not-to-exceed \$65,500.00 for aerial photography and related photogrammetric services for the period 3/18/2013 - 3/17/2014.
84. Department of Information Technology, recommending an award on RQ26949 and enter into a contract with N. Harris Computer Corporation dba Cogsdale Holdings LTD, sole source, in the amount not-to- exceed \$86,050.53 for maintenance on FAMIS financial management system for the Fiscal Office for the period 4/1/2013 - 3/31/2014.
85. Department of Information Technology, recommending an award on RQ27078 and enter into a contract with DLT Solutions, LLC in the amount not-to-exceed \$13,914.37 for maintenance and support on Autodesk AutoCAD software for the Department of Public Works for the period 4/6/2013 - 4/5/2014.
86. Department of Information Technology, recommending an award on RQ27010 and enter into a sole source contract with Wolters Kluwer Financial Services, Inc. in the amount not to-exceed \$40,000.00 for the CCH TeamMate electronic auditing system for the Internal Audit Department for the period 3/15/2013 - 3/14/2014.
87. Department of Information Technology, recommending an award on RQ26945 and enter into a contract with OneLink Technical Services, LLC in the amount of \$185,138.51 for maintenance on Hyland OnBase Software Products for the period 8/1/2012 - 12/31/2015.
88. Department of Information Technology, Recommending to declare various computer equipment as surplus County property no longer needed for public use; recommending to sell said property to RET3 Job Corp. for a fee in the amount of \$1.00.
89. Department of Information Technology, recommending to declare various computer equipment as surplus County property no longer needed for public use; recommending to sell said property to RET3 Job Corp. for a fee in the amount of \$1.00.
90. Department of Information Technology, recommending to declare various computer equipment as Office of Procurement & Diversity, presenting voucher payments for the week of March 11, 2013.
91. Department of Information Technology, recommending to declare various computer equipment as surplus County property no longer needed for public use; recommending to sell said property to RET3 Job Corp. for a fee in the amount of \$1.00.
92. Department of Information Technology, recommending to declare various computer equipment as surplus County property no longer needed for public use; recommending to sell said property to RET3 Job Corp. for a fee in the amount of \$1.00.
93. Department of Information Technology, submitting an amendment to Contract No. CE1200246-01 with WingSwept Communications, Inc. for implementation and maintenance of the Electronic Case Management System/purchase of license and Cloud support services for the Inspector's General's Office for the period 4/23/2012 - 4/22/2013 to extend the time period to 4/22/2014 and for additional funds in the amount of \$9,500.00.
94. Department of Information Technology, submitting an amendment to Contract No. CE1000322-01 with Underground Archives, LLC for underground climate-controlled storage services for the period 2/1/2010 - 1/31/2013 to extend time period to 7/31/2013; no additional funds required.
95. Department of Information Technology, submitting an amendment to Contract No. CE1000769-

07 with Sprint Solutions, Inc. for wireless communication services for various County departments for the period 9/1/2010 - 12/31/2013 for additional funds in the amount of \$48,551.40.
96. Department of Information Technology, submitting an amendment to Contract No. CE1200424-01 with Avantia, Inc. for IT consultant services for use by various County departments for the period 7/2/2012 - 7/1/2013 to extend the time period to 7/1/2014 and for additional funds in the amount of \$481,700.00.
97. Department of Law, submitting an amendment to Contract No. CE1200426-01 with Giffen & Kaminski, LLC for legal representation of Cuyahoga County before the Human Resource Commission Hearing Officers and the Human Resource Commission for additional funds in the amount not-to-exceed \$100,000.00.
98. Department of Public Safety and Justice Services /Office of Emergency Management, submitting an amendment to Contract No. CE1200506-01 with Sport Spirit, Inc. dba Readiness Co. for consultant services for Citizen Corps and Community Emergency Response Team Programs for the period 7/1/2012 - 2/28/2013 to extend the time period 12/31/2013 and for additional funds in the amount not-to-exceed \$12,500.00.
99. Department of Public Safety and Justice Services /Public Safety Grants, submitting an agreement with City of Lyndhurst for the purchase of equipment, valued in the amount of \$2,153.28 for the FY2007 Urban Area Security Initiative Grant Program for the period 7/1/2007 - 9/30/2010.
100. Department of Public Safety and Justice Services /Public Safety Grants, submitting an agreement with City of Lakewood in the amount not-to-exceed \$1,687.68 for reimbursement of eligible training expenses in connection with the FY2010 Interoperable Emergency Communications Grant Program for the period 6/1/2010 - 12/31/2012.
101. Department of Public Safety and Justice Services /Public Safety Grants, submitting an agreement with Village of Walton Hills for the purchase of equipment, valued in the amount of \$66.38 for the FY2008 Urban Area Security Initiative Grant Program for the period 9/1/2008 - 8/31/2011.
102. Department of Public Safety and Justice Services /Public Safety Grants, submitting an agreement with City of Brook Park in the amount not-to-exceed \$1,103.58 for reimbursement of eligible training expenses in connection with the FY2010 Interoperable Emergency Communications Grant Program for the period 6/1/2010 - 5/15/2013.
103. Department of Public Safety and Justice Services /Public Safety Grants, submitting agreements with various municipalities for reimbursement of eligible training expenses in connection with the FY2009 Port Security Grant Program for the period 8/26/2012 - 5/30/2013: a) City of Brooklyn in the amount not-to-exceed \$1,149.53. b) City of Cleveland in the amount not-to-exceed \$22,658.46. c) City of Olmsted Falls in the amount not-to-exceed \$109.75. d) City of Parma Heights in the amount not-to-exceed \$1,128.13. Submitting agreements with various municipalities for reimbursement of eligible training expenses in connection with the FY2009 Port Security Grant Program for the period 8/26/2012 - 5/30/2013: a) City of Brecksville in the amount not-to-exceed \$3,977.60. b) City of Brook Park in the amount not-to-exceed \$747.72. Submitting agreements with various municipalities for reimbursement of eligible training expenses in connection with the FY2009 Port Security Grant Program for the period 8/26/2012 - 5/30/2013: a) City of Highland Heights in the amount not-to-exceed \$679.86. b) City of Strongsville in the amount not-to-exceed \$1,369.19. Submitting agreements with various municipalities for reimbursement of eligible training expenses in connection with the FY2009 Port Security Grant Program for the period 8/26/2012 - 5/30/2013: a) City of Lakewood in the amount not-to-exceed \$8,771.23. b) City of Lyndhurst in the amount not-to-exceed \$875.32. Submitting agreements with various providers for reimbursement of eligible training expenses in connection with the FY2009 Port Security Grant Program for the period

8/26/2012 - 5/30/2013: a) City of Bedford in the amount not-to-exceed \$1,359.12. b) City of Parma in the amount not-to-exceed \$1,094.09. c) Cleveland Metropolitan Park District dba Cleveland Metroparks in the amount not-to-exceed \$937.93. d) Orange Village in the amount not-to-exceed \$9,570.12.

104. Department of Public Safety and Justice Services A) Public Safety Grants, submitting an agreement with City of Bedford (Bedford Municipal Court) in the amount not-to-exceed \$23,079.46 for the Bedford Court Victims' Project for the FY2012 STOP Violence Against Women Act Grant Program for the period 1/1/2013 - 12/31/2013. B) Public Safety Grants, submitting an agreement with Domestic Violence and Child Advocacy Center in the amount not-to-exceed \$100,000.00 for the Latina Domestic Violence Project for the FY2012 STOP Violence Against Women Act Grant Program for the period 1/1/2013 - 12/31/2013. C) Public Safety Grants, submitting an agreement with Jewish Family Service Association of Cleveland, Ohio in the amount not-to-exceed \$23,773.17 for the Family Violence Victims Assistance and Legal Advocacy Project for the FY2012 STOP Violence Against Women Act Grant Program for the period 1/1/2013 - 12/31/2013. D) Public Safety Grants, submitting an agreement with Cleveland Rape Crisis Center in the amount of \$83,941.95 for Direct Services for Survivors of Sexual Assault Project for the FY2012 STOP Violence Against Women Act Grant Program for the period 1/1/2013 - 12/31/2013.

105. Department of Public Safety and Justice Services Public Safety Grants, submitting agreements with various municipalities for reimbursement of eligible training expenses in connection with the FY2010 Urban Area Security Initiative Grant Program: A) City of Bedford in the amount not-to-exceed \$5,350.00 for the period 3/1/2013 - 6/7/2013. B) City of Mentor in the amount not-to-exceed \$8,600.00 for the period 2/1/2013 - 6/7/2013.

106. Department of Public Safety and Justice Services, Requesting approval to enter into an agreement with the City of Broadview Heights for the anticipated cost not to exceed \$15,000.00. The anticipated start and completion dates are March 1, 2013 through May 31, 2013.

107. Department of Public Safety and Justice Services, Submitting an amendment to Contract No. CE1100770-01 with The Cleveland Hearing and Speech Center for sign language interpreting services for the period 12/2/2011 - 11/30/2014, to change the terms, effective 1/1/2013, and for additional funds in the amount of \$10,000.00.

108. Department of Public Safety and Justice Services, Public Safety Grants, submitting agreements for the purchase of equipment for the FY2008 State Homeland Security Grant Program for the period 9/1/2008 - 3/31/2011: A) with City of Lyndhurst valued in the amount of \$195.00. B) with Suburban Police Anti-Crime Network valued in the amount of \$195.00. Submitting an agreement with City of Cleveland Heights for the purchase of equipment, valued in the amount of \$10,170.00, for the FY2008 State Homeland Security Grant Program for the period 9/1/2008 - 3/31/2011.

109. Department of Public Safety and Justice Services, Public Safety Grants, submitting agreements for the purchase of equipment for the FY2007 Urban Area Security Initiative Grant Program for the period 7/1/2007 - 9/30/2010. A) with City of Lyndhurst valued in the amount of \$10,846.50. B) with Suburban Police Anti-Crime Network valued in the amount of \$10,846.50.

110. Department of Public Safety and Justice Services, Public Safety Grants, submitting amendments to agreements with various municipalities for the Community Diversion Program in connection with the FY2011 Title II Juvenile Accountability Block Grant Program for the period 1/1/2012 - 12/31/2012 to extend the time period to 5/31/2013; no additional funds required: A) Agreement No. AG1200227-01 with City of Cleveland. B) Agreement No. AG1200228-01 with City of North Olmsted. Submitting amendments to contracts and an agreement with various providers for FY2011 Title II Juvenile Justice and Delinquency Prevention Block Grant Program for the period 7/1/2012 - 9/30/2012 to extend the time period to 8/30/2013; no additional funds required: A)

<p>Contract No. CE1200463-01 with Bellefaire Jewish Children's Bureau for the period 7/1/2012 - 9/30/2012. B) Contract No. CE1200461-01 with Golden Ciphers for the period 1/1/2012 - 9/30/2012. C) Agreement No. AG1200232-01 with Witness/Victim for the period 7/1/2012 - 9/30/2012.</p>
<p>111. Department of Public Safety and Justice Services, recommending an award on RQ26484 and enter into a contract with Inglenet Business Solutions Inc. in the amount not-to-exceed \$6,000.00 for a TIP Studio Site License and support services for the Regional Enterprise Data Sharing System for the period 1/1/2012 - 12/31/2013.</p>
<p>112. Department of Public Safety and Justice Services, recommending to terminate Contract No. CE1200550- 01 with Attevo, Inc. for consultant services for the development and upgrade of the Regional Enterprise Data Sharing System for the period 7/1/2012 - 6/13/2013, effective 2/15/2013.</p>
<p>113. Department of Public Safety and Justice Services, requesting approval to enter into an agreement with the City of Broadview Heights for the anticipated cost not to exceed \$15,000.00. The anticipated start and completion dates are March 1, 2013 through May 31, 2013.</p>
<p>114. Department of Public Safety and Justice Services, submitting an amendment to Contract No. CE1100770- 01 with The Cleveland Hearing and Speech Center for sign language interpreting services for the period 12/2/2011 - 11/30/2014, to change the terms, effective 1/1/2013, and for additional funds in the amount of \$10,000.00.</p>
<p>115. Department of Public Safety and Justice Services/ Public Safety Grants, submitting an agreement with City of Parma for the purchase of equipment, value in the amount of \$5,987.80 for the FY2007 State Homeland Security Grant Program for the period 7/1/2007 - 3/31/2010.</p>
<p>116. Department of Public Safety and Justice Services/Office of Emergency Management, a) requesting approval to apply for and accept grant funds from Ohio Emergency Management Agency for various activities of the Cuyahoga County Local Emergency Planning Committee for the Hazardous Materials Emergency Preparedness Grant Program for the period 10/1/2012 - 9/30/2013: b) submitting a grant agreement in the amount of \$23,198.84 for planning in connection with said grant program.</p>
<p>117. Department of Public Safety and Justice Services/Public Safety Grants, submitting an agreement with Bowling Green State University in the amount of \$12,500.00 for Regional Urban Search and Rescue training in connection with the FY2010 State Homeland Security Grant Program for the period 3/1/2013- 3/31/2013.</p>
<p>118. Department of Public Safety and Justice Services/Public Safety Grants, submitting an agreement with City of Lyndhurst for the purchase of equipment, valued in the amount of \$585.00 for the FY2008 Urban Area Security Initiative Grant Program for the period 9/1/2008 - 8/31/2011.</p>
<p>119. Department of Public Safety and Justice Services/Public Safety Grants, submitting an agreement with City of Lyndhurst for the purchase of equipment, valued in the amount of \$16,748.40 for the FY2007 State Homeland Security Grant Program for the period 7/1/2007 - 3/31/2010.</p>
<p>120. Department of Public Safety and Justice Services/Public Safety Grants, submitting an agreement with City of Lyndhurst for the purchase of equipment, valued in the amount of \$3,390.00, for the FY2008 State Homeland Security Grant Program for the period 7/1/2008 - 3/31/2011.</p>
<p>121. Department of Public Safety and Justice Services/Public Safety Grants, submitting amendment to an Agreement No. AG1100044-01 with City of Cleveland (Public Safety Department) for the FY2010 STOP Violence Against Women Act Grant Program for the period 1/1/2011 - 6/30/2012 to extend the time period to 12/31/2012 and for additional funds in the amount not-to-exceed \$9,289.13.</p>
<p>122. Department of Public Safety and Justice Services/Public Safety Grants, recommending an award</p>

<p>on RQ25576 and enter into a contract with SEARCH Group, Incorporated in the amount not-to-exceed \$37,146.00 for training services for emergency communications personnel in connection with the FY2010 Interoperable Emergency Communications Grant Program for the period 3/1/2013 - 4/30/2013.</p>
<p>123. Department of Public Safety and Justice Services/Public Safety Grants, submitting agreements with various municipalities for the purchase of equipment for the FY2007 State Homeland Security Grant Program for the period 7/1/2007 - 3/31/2010. a) City of Beachwood valued in the amount of \$264.00. b) Village of Walton Hills valued in the amount of \$132.00.</p>
<p>124. Department of Public Safety and Justice Services/Public Safety Grants, submitting agreements with various municipalities for the purchase of equipment for the FY2008 State Homeland Security Grant Program for the period 9/1/2008 - 3/31/2011: a) City of Shaker Heights for the purchase of equipment, valued in the amount of \$3,390.00. b) Village of Walton Hills for the purchase of equipment, valued in the amount of \$97.50.</p>
<p>125. Department of Public Safety and Justice Services/Public Safety Grants, submitting agreements with various municipalities for the purchase of equipment for the FY2007 Urban Area Security Initiative Grant Program for the period 7/1/2007 - 9/30/2010: a) City of Shaker Heights for the purchase of equipment, valued in the amount of \$5,370.00. b) Village of Walton Hills for the purchase of equipment, valued in the amount of \$3,615.75.</p>
<p>126. Department of Public Safety and Justice Services/Public Safety Grants, submitting an agreement with City of Parma for the purchase of equipment, valued in the amount of \$8,091.68, for the FY2008 Urban Area Security Initiative Grant Program for the period 9/1/2009 - 8/31/2011</p>
<p>127. Department of Public Safety and Justice Services/Public Safety Grants, recommending to terminate Agreement No. AG1200010-01 with Ohio Department of Natural Resources - Division of Watercraft for the FY2009 Port Security Grant Program for the period 6/1/2009 - 5/31/2013 effective 4/1/2013.</p>
<p>128. Department of Public Safety and Justice Services/Public Safety Grants submitting an amendment to Agreement No. AG1200008-01 with the City of Cleveland for reimbursement of eligible expenses in connection with the FY2009 Port Security Grant Program for the period 6/1/2009 - 5/31/2013 for additional funds in the amount of \$5,550.00.</p>
<p>129. Department of Public Safety and Justice Services/Public Safety Grants, submitting an agreement with City of Fairview Park in the amount not-to-exceed \$310.32 for reimbursement of eligible training expenses in connection with the FY2010 Urban Area Security Initiative Grant Program for the period 8/1/2010 - 7/31/2013.</p>
<p>130. Department of Public Safety and Justice Services/Public Safety Grants, submitting amendments to various agreements with City of Cleveland for the FY2010 STOP Violence Against Women Act Grant Program for the period 1/1/2011 - 12/31/2012 to extend the time period to 3/1/2013; no additional funds required: a) No. AG1100031-01 with (Prosecutor's Office). b) No. AG1100044-01 with (City of Cleveland Public Safety Department).</p>
<p>131. Department of Public Safety and Justice Services/Public Safety Grants, submitting an agreement with City of Cleveland (Law Department) in the amount not-to-exceed \$115,397.29 for the Domestic Violence Project for the FY2012 STOP Violence Against Women Act Grant Program for the period 1/1/2013 - 12/31/2013.</p>
<p>132. Department of Public Safety and Justice Services/Public Safety Grants, submitting an agreement with City of Cleveland (Public Safety Department) in the amount not-to-exceed \$115,397.29 for the Domestic Violence Project for the FY2012 Violence Against Women Act Grant Program for the period 1/1/2013 - 12/31/2013.</p>



<p>133. Department of Public Safety and Justice Services/Regional Enterprise Data Sharing System, submitting agreements with various users of the Regional Enterprise Data Sharing System for the period 1/1/2013 - 12/31/2013: <u>Terminal/Direct and Non-Terminal/ User's</u>A) Bedford Municipal Court B) Bentleyville Police Department C) Berea Municipal Court D) Brecksville Mayor's Court E) Brecksville Police Department F) Brecksville Prosecutor's Office G) Broadview Heights Police Department H) Broadview Heights Mayor's Court I) Brook Park Law Department J) Brook Park Mayor's Court K) Brook Park Police Department L) Chagrin Falls Law Director M) Chagrin Falls Police Department N) Cleveland Metropolitan School District O) Cuyahoga County Community College Police Department P) Cuyahoga County Sheriff's Office Q) Euclid Police Department R) Greater Cleveland Regional Transit Authority S) Hunting Valley Police Department T) Lakewood Law Department U) Moreland Hills Police Department V) Orange Village Police Department W) Orange Village Prosecutor's Office X) South Russell Police Department Y) Woodmere Police Department Submitting agreements with various users of the Regional Enterprise Data Sharing System for the period 1/1/2013 - 12/31/2013: <u>Terminal/Direct and Non-Terminal/ User's</u> A) Independence Mayor's Court B) Independence Police Department C) Lakewood Police Department D) Lyndhurst Municipal Court E) Lyndhurst Police Department F) Parma Law Department G) Parma Police Department H) US Federal Bureau of Investigation I) Westlake Police Department J) Westlake Prosecutor's Office</p>
<p>134. Department of Public Safety and Justice Services/Regional Enterprise Data Sharing System, submitting an amendment to Contract No. CE0800477-02 with Careworks Technologies, LTD for Wide Area Network services for the Regional Enterprise Data Sharing System for the period 5/1/2008 - 4/30/2013 to extend the time period to 12/31/2013 and for additional funds in the amount not-to-exceed \$141,840.00.</p>
<p>135. Department of Public Safety and Justice Services/Witness/Victim, recommending an award on RQ25975 and enter into a contract with Mental Health Services for Homeless Persons, Inc. in the amount not-to-exceed \$25,000.00 for the EXODUS Project in connection with the FY2010 Juvenile Justice and Delinquency Prevention Reducing Disproportionate Minority Contact program for the period 4/1/2013 - 8/31/2013.</p>
<p>136. Department of Public Safety and Justice Services/Witness/Victim, submitting an amendment to Contract No. CE1200620-01 with Domestic Violence &amp; Child Advocacy Center for the Safe Havens Project for the period 10/1/2012 - 3/31/2013 to extend the time period to 6/30/2013; no additional funds required.</p>
<p>137. Department of Public Safety and Justice Services/Witness/Victim, requesting approval to apply for and accept grant funds from the U.S. Department of Justice, Office on Violence Against Women in the amount of \$192,447.00 for the FY2012 Domestic Violence Homicide Prevention Demonstration Initiative for the period 5/1/2013 - 4/30/2014.</p>
<p>138. Department of Public Works, Submitting an agreement of cooperation with Village of Newburgh Heights for repair and resurfacing of Harvard Avenue from Newburgh Heights West Corporation Line to East 54th Street.</p>
<p>139. Department of Public Works, Submitting an amendment to a revenue generating agreement with Securus Technologies, Inc. for payphones for various County departments for the period 8/1/2007 - 12/31/2012 to extend the time period to 5/31/2013; no additional funds required</p>
<p>140. Department of Public Works, Recommending to declare miscellaneous furniture and office equipment that is obsolete and has no value as surplus County property no longer needed for public use; recommending to discard or salvage said furniture and office equipment in accordance with Ohio Revised Code Section 307.12(E).</p>
<p>141. Department of Public Works, A) submitting an agreement of cooperation with City of Cleveland</p>

for the resurfacing of East 9th Street from North Marginal Road to Carnegie Avenue. B) submitting an agreement of cooperation with City of Cleveland for the resurfacing of Ontario Street from Lakeside to approximately 900' north of Carnegie Avenue. C) submitting an agreement of cooperation with City of North Royalton for the resurfacing of Sprague Road from Broadview Road to State Road.

142. Department of Public Works, a) Recommending an amendment to (Subsidiary No. 1) to Contract No. CE1200158-01 with The C.A. Agresta Construction Co. for repair and resurfacing of Noble Road from Euclid Avenue to the East Cleveland South Corporation Line in the City of East Cleveland for a decrease in the amount of (\$32,809.85). b) Recommending to accept the project as complete and in accordance with plans and specifications; requesting authority to release the escrow account, in accordance with Ohio Revised Code Section 153.63.

143. Department of Public Works, A) Submitting an amendment (Subsidiary No. 3) to Contract No. CE1100235-01 with Great Lakes Construction Co. for construction of a grade separation on Fitch Road over the Norfolk Southern Railroad in the City of Olmsted Falls and Olmsted Township for a decrease in the amount of (\$261,924.31). B) Recommending to accept the project as complete and in accordance with plans and specifications. C) Requesting authority for the County Treasurer to release the escrow account, in accordance with Ohio Revised Code Section 153.63.

144. Department of Public Works, County Kennel, recommending to accept a donation in the amount of \$10,000.00 from The Galen Miller Fund through a Donor Advised Fund at the Cleveland Foundation.

145. Department of Public Works, recommending a payment in the amount not-to-exceed \$6,354.25 to Resource International, Inc. for reimbursement of construction inspection and testing services in connection with the construction of a grade separation on Fitch Road over the Norfolk Southern Railroad in the City of Olmsted Falls and Olmsted Township.

146. Department of Public Works, recommending a revenue generating award on RQ25238 and enter into an agreement with The Cleveland Society for the Blind in the amount of \$50,000.00 for vending machines at various County buildings for the period 4/1/2013 - 3/31/2018.

147. Department of Public Works, recommending an award on RQ24458 and enter into a contract with R.A. Wiedemann & Associates, Inc. the amount not-to-exceed \$77,265.30 for an operational study of the Cuyahoga County Airport for the period 3/11/2013-12/31/2013. (Deputy Chief Approval No. DC2012- 164 - authority to seek qualifications).

148. Department of Public Works, recommending an award on RQ25029 and enter into a contract with Fluorescent Recycling, Inc. in the amount not-to-exceed \$20,000.00 for fluorescent lamps, ballasts and lead acid battery recycle disposal services for various County buildings for the period 3/1/2013 2/28/2016.

149. Department of Public Works, recommending an award on RQ25297 and enter into a contract with Platinum Plumbing, Inc. in the amount not-to-exceed \$24,000.00 for maintenance and repair on sanitary sewer lines on an emergency basis for the period 3/1/2013 - 2/28/2014.

150. Department of Public Works, recommending an award on RQ25441 and enter into a contract with DLZ Ohio, Inc. the amount of \$200,000.00 for general engineering services for the period 4/22/2013 - 4/21/2016. (Deputy Chief Approval No. DC2012-252 - authority to seek qualifications). Funding Source: 100% County Sanitary Funds

151. Department of Public Works, recommending an award on RQ25606 and enter into a sole source contract with The Safety Company LLC dba MTEch Company in the amount not-to-exceed \$240,000.00 for maintenance and repair of Cues Sewer Inspection Equipment for the period 4/1/2013 - 3/31/2015.

152. Department of Public Works, recommending an award on RQ25817 and enter into a contract with A & A Painting (10-5) in the amount not-to-exceed \$133,932.50 for the Bridge Deck Sealing Program. (Deputy Chief Approval No. DC2012-260 - authority to advertise for bids).
153. Department of Public Works, recommending an award on RQ25983 and enter into a contract with Kevin C. Robinette Architect, LLC in the amount not-to-exceed \$250,000.00 for general architectural engineering services for the period 4/29/2013 - 4/30/2016.
154. Department of Public Works, recommending an award on RQ26507 and enter into a sole source contract with The Ohio Pump Company of Salem, Ohio dba Ohio Pump in the amount not-to-exceed \$80,000.00 for maintenance and repair of Hydromatic Pumps for the period 4/1/2013 - 3/31/2015.
155. Department of Public Works, recommending an award on RQ26508 and enter into a sole source contract with The Craun-Liebing Company in the amount not-to-exceed \$150,000.00 for maintenance and repair of Gorman Rupp Pumps and equipment for the period 4/1/2013 - 3/31/2015.
156. Department of Public Works, recommending an award on RQ26535 and enter into a revenue generating agreement valued in the amount of \$148,500.00 with Securus Technologies, Inc. for the Juvenile Justice Center inmate telephone system for the period 6/1/2013 - 5/31/2018. (Deputy Chief Approval No. DC2013-33 - authority to seek proposals).
157. Department of Public Works, requesting authority to enter into an agreement with Ohio Department of Transportation for purchase of sodium chloride (rock salt) in the estimated amount of \$128,000.00 for the 2013 - 2014 winter season, in accordance with Ohio Revised Code Section 5513.01(B).
158. Department of Public Works, Submitting agreements of cooperation with City of Independence for replacement of Rockside Road Bridge: A) No. 3.23 B) No. 3.32 Submitting an agreement of cooperation with Village of Valley View for replacement of Rockside Road Bridge No. 3.32.
159. Department of Public Works, submitting an agreement of cooperation with Village of Newburgh Heights for repair and resurfacing of Harvard Avenue from Newburgh Heights West Corporation Line to East 54th Street.
160. Department of Public Works, submitting an agreement of cooperation with City of Parma for the resurfacing of Sprague Road from Broadview Road to State Road. Funding Source: County Road and Bridge Fund/OPWC Issue 1
161. Department of Public Works, submitting an agreement of cooperation with City of Broadview Heights for the rehabilitation of Avery Road Bridge No. 1.16 over Chippewa Creek.
162. Department of Public Works, submitting an amendment (Subsidiary No. 1) to Contract No. CE1200372- 01 with Fabrizi Trucking & Paving Co., Inc. for replacement of Prospect Road Culvert No. 9 over Baker Creek in the City of Strongsville for additional funds in the amount not-to-exceed \$57,847.27.
163. Department of Public Works, submitting an amendment (Subsidiary No. 1) to Contract No. CE1200255- 01 with Suburban Maintenance and Construction, Inc. for the replacement of Austin Powder Drive Bridge No. 137 over a branch of Tinkers Creek in the Village of Glenwillow for additional funds in the amount not-to-exceed \$117,839.33
164. Department of Public Works, submitting an amendment to a revenue generating agreement with Securus Technologies, Inc. for payphones for various County departments for the period 8/1/2007 - 12/31/2012 to extend the time period to 5/31/2013; no additional funds required
165. Department of Public Works, submitting an amendment to CE1000323-02 with The H. Leff

Electric Company for fluorescent and mercury ballasts for various County buildings for the period 3/1/2010 -12/31/2012 to extend the time period to 5/31/2013; no additional funds required.
166. Department of Public Works/County Kennel, recommending to accept a donation in the amount of \$54,947.26 from the Estate of Alverda L. Biesinger.
167. Department of Public Works/County Kennel, submitting an amendment to Contract No. CE1200291-01 with Western Farm Pet Crematory and Cemetery, Inc., for cremation services for the period 5/16/2012 -5/15/2013 to extend the time period to 5/15/2014 and for additional funds in the amount not-to-exceed \$17,400.00.
168. Department of Workforce Development, Submitting a contract with Menorah Park Center for Senior Living BET Moshav Zekenim Hadati in the amount not-to-exceed \$5,158.40 for the On-the-Job Training Program for the period 2/18/2013 - 3/31/2013.
169. Department of Workforce Development, A) submitting a contract with PPG Industries, Inc. in the amount not-to-exceed \$7,200.00 for the On- the-Job Training Program for the period 1/21/2013 - 4/30/2013. B) submitting a contract with A.J. Rose Manufacturing Co. in the amount not-to-exceed \$8,000.00 for the On-the-Job Training Program for the period 12/20/2012 - 3/31/2013.
170. Department of Workforce Development, A) Submitting a contract with ADALET/Scott Fetzer Company in the amount not-to-exceed \$2,000.00 for the On-the-Job Training Program for the period 2/4/2013 - 4/30/2013. B) Submitting a contract with Air Temp Mechanical, Inc. in the amount not-to-exceed \$2,800.00 for the On-the-Job Training Program for the period 2/11/2013 - 4/30/2013. C) Submitting a contract with Cleveland Specialty Products, Inc. in the amount not-to-exceed \$20,500.00 for the On-the-Job Training Program for the period 1/31/2013 - 4/30/2013. D) Submitting a contract with Menorah Park Center for Senior Living Bet Moshav Zekenim Hadati in the amount not-to-exceed \$3,968.00 for the On-the-Job Training Program for the period 1/22/2013 - 3/31/2013.
171. Department of Workforce Development, A) Submitting a contract with ConTek Concrete Polishing, Inc. in the amount not-to-exceed \$1,470.00 for the Incumbent Worker Training Program for the period 2/4/2013 - 3/29/2013. B) Submitting a contract with Menorah Park Center for Senior Living Bet Moshav Zekenim Hadati in the amount not-to-exceed \$2,101.96 for the Incumbent Worker Training Program for the period 12/12/2012 - 3/27/2013.
172. Department of Workforce Development, A) Submitting a contract with PPG Industries, Inc. in the amount not-to-exceed \$7,300.00 for the On- the-Job Training Program for the period 2/11/2013 - 5/31/2013. B) Submitting a contract with Kowalski Heat Treating Co. in the amount not-to-exceed \$5,000.00 for the On-the-Job Training Program for the period 2/18/2013 - 5/31/2013. C) Submitting a contract with S.A.W., Inc. in the amount not-to-exceed \$6,000.00 for the On-the-Job Training Program for the period 1/4/2013 - 3/31/2013.
173. Department of Workforce Development, A) Submitting a contract with Drabik Manufacturing, Inc. in the amount not-to-exceed \$3,000.00 for the On-the-Job Training Program for the period 2/11/2013 - 6/30/2013. B) Submitting a contract with Cleveland Range, LLC in the amount not-to-exceed \$44,000.00 for the On-the-Job Training Program for the period 2/18/2013 - 6/30/2013. C) Submitting a contract with Tech on Call, Inc. in the amount not-to-exceed \$4,000.00 for the On-the-Job Training Program for the period 2/18/2013 - 6/30/2013.
174. Department of Workforce Development, submitting a contract with Jurinnov Holding Limited Partnership in the amount not-to-exceed \$6,000.00 for the On-the-Job Training Program for the period 3/4/2013 - 6/30/2013.
175. Department of Workforce Development, submitting a contract with Telco Pros, Inc. in the amount not- to-exceed \$7,000.00 for On-the-Job Training Program for the period 1/8/2013 -

3/31/2013.
176.Fiscal Office, submitting an agreement with State of Ohio, Office of the Auditor in the amount not-to- exceed \$150,000.00 for the Comprehensive Annual Financial Report for Calendar Year 2012 and 2013 for the period 2/7/2013 - 12/31/2014
177.Fiscal Office/Treasurer, submitting an amendment to Contract No. CE1000064-02 with PFM AssetManagement, LLC, for investment advisor services for the period 1/1/2010 - 12/31/2012, to extend the time period to 3/31/2013, and for additional funds in the amount of \$8,250.00.
178.Human Resource Commission, recommending to terminate Contract No. CE1200386-01 with Noelle Tsevdos for a hearing officer for the period 5/1/2012 - 11/30/2013, effective 1/30/2013.
179.Juvenile Court, submitting an agreement with City of Berea for the Community Diversion Program for the period 4/15/2013 - 12/31/2013.
180.Juvenile Court, submitting an amendment to Contract No. CE1100202-01 with Redwood Toxicology Laboratory, Inc. for drug screening and testing services for the period 2/1/2011 - 1/31/2013 for additional funds in the amount of \$13,000.00.
181.Juvenile Court, submitting an amendment to Contract No. CE1200180-01 with Interchange of Northern Ohio for operating a vehicle intoxicated - and driver intervention and counseling services for the period 1/1/2012 - 12/31/2013 for additional funds in the amount not-to-exceed \$3,500.00.
182.Law Department Risk Management, recommending payment of a claim from the County's Self-Insurance Fund in the amount of \$352.28 to M. Turosky for property damage.
183.Medical Examiner A) Submitting a revenue generating agreement with City of South Euclid in the amount of \$7,000.00 for crime lab testing services for the period 2/1/2013 - 12/31/2014. B) Submitting a revenue generating agreement with Trumbull County in the amount of \$1,075.00 (per autopsy) for autopsy and forensic testing services for the period 6/7/2012 - 12/31/2013.
184.Medical Examiner A) Submitting a revenue generating agreement with City of Cleveland Heights in the amount \$5,000.00 for crime lab testing services for the period 3/6/2013 - 12/31/2013. B) Submitting a revenue generating agreement with City of Westlake in the amount of \$3,750.00 for crime lab testing services for the period 3/27/2013 - 12/31/2013.
185.Medical Examiner Submitting an amendment to Contract No. CE1100248-01 with James C. Schneider, D.D.S., Inc., for consultant services for forensic odontology for the period 5/1/2011 - 4/30/2013 to extend the time period to 12/31/2014; no additional funds required.
186.Medical Examiner, A) Submitting a revenue generating agreement with City of South Euclid in the amount of \$7,000.00 for crime lab testing services for the period 2/1/2013 - 12/31/2014. B) Submitting a revenue generating agreement with Trumbull County in the amount of \$1,075.00 (per autopsy) for autopsy and forensic testing services for the period 6/7/2012 - 12/31/2013.
187.Medical Examiner, submitting a revenue generating agreement with City of Cleveland Heights in the amount \$5,000.00 for crime lab testing services for the period 3/6/2013 - 12/31/2013.
188.Office of Human Resources, A) Recommending an award on RQ25972 and enter into an agreement with Body Sculpting by Exterior Designs, Inc. for exercise/fitness and weight management services for the period 4/1/2013 - 3/31/2016. B) Recommending award on RQ25972 and enter into an agreement with Cathleen Donovan for exercise/fitness and weight management services for the period 4/1/2013 - 3/31/2016.
189.Office of Procurement & Diversity, recommending an award and enter into a contract: <u>Department of Public Works</u> a) on RQ26432 with RA Strauss Electric Supply Co. (16-5) in the amount not-to-exceed \$300,000.00 for incandescent and fluorescent lamps for various County buildings for the period 5/1/2013 - 4/30/2016.

190. Office of Procurement & Diversity, recommending an award: <u>County Sheriff a</u> ) on RQ26244 to Vance Outdoors, Inc. (20-1) in the amount of \$94,685.80 for 106-guns and related accessories for Protective Services Division.
191. Office of Procurement & Diversity, recommending an award: <u>County Sheriff a</u> ) on RQ27360 to Cleveland Communications, Inc. in the amount not-to-exceed \$25,754.19 for a build out for 1-Ford Explorer Interceptor fleet vehicle.
192. Office of Procurement & Diversity, recommending an award: <u>Department of Public Works a</u> ) on RQ26147 to Flagzone, LLC (10-3) in the amount of \$45,882.72 for 817- gross U.S. Flags.
193. Office of Procurement & Diversity, recommending an award: <u>Department of Information Technology a</u> ) on RQ26674 to TEC Communications, Inc. in the amount of \$92,615.00 for purchase of 2 Nimble Storage Arrays (State Contract No. 533110/ORC 125.04(B)).
194. Office of Procurement & Diversity, recommending an award: <u>Department of Public Safety and Justice Services, Public Safety Grants a</u> ) on RQ26235 to Lenco Industries, Inc. in the amount of \$49,856.00 for modification of equipment purchased with Homeland Security grant funds (GSA Contract No. GS-07F-0390M).
195. Office of Procurement & Diversity, recommending an award: <u>Department of Public Works a</u> ) on RQ26633 to Taylor Chevrolet, Inc. in the amount of <del>\$64,172.40</del> \$44,368.00 for <del>3-</del> 2-Chevrolet Impala Police Special vehicles for the County Sheriff (State Contract No. RS901213-1/ORC 125/04(B)).
196. Office of Procurement & Diversity, recommending an award: <u>Department of Public Safety and Justice Services/Public Safety Grants a</u> ) on RQ25467 and enter into a contract with Western Shelter Systems, LLC in the amount of \$27,450.01 for a Gatekeeper 1-1935 All-Hazards Emergency Facility (GSA Contract No. GS-07F- 8007C/ORC 9.48(A)(3)).
197. Office of Procurement & Diversity, recommending an award: <u>Department of Information Technology a</u> ) on RQ27248 to Hewlett-Packard Company in the amount not-to-exceed \$413,782.91 for purchase of 288-Model HP8750p i5 and 55- Model HP8750p i7 laptop computers (State Contract No. 0A1067/ORC125.04(B)).
198. Office of Procurement & Diversity, recommending an award: <u>Department of Information Technology a</u> ) on RQ27412, to MCPC in the amount not-to-exceed \$364,580.26 for purchase of NetApp Enterprise Storage Arrays for CISCO Nexus 5548 (State Contract Nos. 534345/533110/534134-1/ORC 125.04(B)).
199. Office of Procurement & Diversity, recommending an award: <u>Department of Public Safety and Justice Services, Public Safety Grants a</u> ) on RQ26255 with Kell Systems Inc. in the amount of \$201,850.00 for specialized personal protection equipment for SWAT team members.
200. Office of Procurement & Diversity, recommending an award: <u>Department of Information Technology: a</u> ) on RQ26648 to Integrated Precision Systems, Inc. in the amount of \$276,259.34 for upgrade of the Countywide security camera system (State Contract No. 800160/ORC 125.04(B)). Funding Source: Information Technology Capital Fund.
201. Office of Procurement & Diversity, recommending an award: <u>Fiscal Office a</u> ) on RQ25588 to Endicott Microfilm, Inc. (14-3) in the amount of \$28,320.00 for 1,640 rolls of microfilm for the Fiscal Office/Microfilming Center.
202. Office of Procurement & Diversity, recommending an award: <u>Medical Examiner a</u> ) on RQ24942 and enter into a contract with Advantra Group Inc. (6-2) in the amount not-to-exceed \$142,500.00 for biomedical waste removal services for various County departments for the period 1/1/2013 - 12/31/2015. (Deputy Chief Approval No. DC2012-235 - authority to advertise for bids).

203. Office of Procurement & Diversity, recommending awards: <u>County Sheriff A</u> ) on RQ26468 to Vance's Law Enforcement in the amount of \$41,851.40 for the purchase of ammunition (State Contract No. STS847 Schedule No. 800112). B) on RQ26491 to Vance's Law Enforcement in the amount of \$52,447.40 for the purchase of ammunition. (State Contract No. STS847 Schedule No. 800112).
204. Office of Procurement & Diversity, recommending to declare various property as surplus County property no longer needed for public use; recommending to sell said property via internet auction, in accordance with Ohio Revised Code Section 307.12(E).
205. Office of Procurement & Diversity, recommending to declare various property as surplus County property no longer needed for public use; recommending to sell said property via internet auction, in accordance with Ohio Revised Code Section 307.12(E).
206. Office of Procurement & Diversity; Recommending awards: County Sheriff A) on RQ26468 to Vance's Law Enforcement in the amount of \$41,851.40 for the purchase of ammunition (State Contract No. STS847 Schedule No. 800112). B) on RQ26491 to Vance's Law Enforcement in the amount of \$52,447.40 for the purchase of ammunition. (State Contract No. STS847 Schedule No. 800112).
207. Public Defender, submitting a contract with Kreig J. Brusnahan in the amount of \$10,900.00 for legal services for indigent clients in Domestic Relations Court for the period 3/1/2012 - 10/31/2012.

# COUNTY COUNCIL OF CUYAHOGA COUNTY, OHIO

## MOTION NO. M2013-0021

**Sponsored by: Councilmembers Connally, Greenspan, Brady and Gallagher**

**A Motion amending the Rules of the Cuyahoga County Council to establish the duties and authority of the Chief of Staff and declaring the necessity that this Motion become immediately effective.**

WHEREAS, the Cuyahoga County Charter in Article 3, Section 9, Subsection 1 authorizes the County Council “to appoint and provide for the compensation and duties of the Clerk of Council and such other assistants for the Council as a whole as the Council determines to be necessary for the efficient performance of its duties; and

WHEREAS, the Cuyahoga County Charter provides in Article 3, Section 10, Subsection 2 that the Cuyahoga County Council shall adopt its own rules; and

WHEREAS, Council has determined that it is necessary for the efficient performance of its duties that its staff be managed by a Chief of Staff, with designated duties and authority; and

WHEREAS, Council desires to retain initial hiring and setting of compensation authority for its staff, but desires to delegate some of its personnel authority to the Chief of Staff; and

WHEREAS, Council approved permanent rules on April 26, 2011 in Motion No. M2011-0007, as has subsequently amended the rules by Motion; and

WHEREAS, Council deems it necessary to amend the permanent Rules of Council in order to provide for the efficient management of Council staff and the timely operations of the Council;

**NOW, THEREFORE, BE IT APPROVED BY THE COUNTY COUNCIL OF CUYAHOGA COUNTY, OHIO:**

**SECTION 1.** The Rules of Cuyahoga County Council, are hereby amended in part to read as follows (additions are bolded and underlined; deletions are stricken out):

Rule 3A: ~~Clerk of Council~~ **Chief of Staff**



**The Council shall appoint and set the compensation for a Chief of Staff, who shall have the following duties:**

- (1) Advise and assist Council on a broad range of initiatives, including organizational strategy, priorities, and efficiency and effectiveness of Council as well as all operations, providing leadership and strategy for staff and Council.**
- (2) Manage all Council operations, including policy, budget, constituent and other council services, communications and Clerk of Council**
- (3) Serve as primary liaison between administration and Council as well as external entities and coordinate all internal and external communication, at times acting as spokesperson for Council**
- (4) Supervise all Council staff, including the Clerk of Council, with authority to set duties and compensation after initial hire, and to evaluate and discipline staff, up to and including termination. The Chief of Staff shall notify Council of any changes in compensation and any decision to terminate a staff member. Council may override any decision by the Chief of Staff to change the compensation or terminate a staff member by Motion introduced within the next two Council meetings following the notification from the Chief of Staff.**
- (5) Any other duties as assigned by the Council President**

**The President of Council is authorized to evaluate and may discipline the Chief of Staff, up to but not including termination. Council may terminate the services of the Chief of Staff upon Motion.**

Rule 3B: ~~Other Council Personnel~~ **Clerk of Council**

The Council shall appoint and set the **initial** salary and compensation for a Clerk of Council, who shall have the following duties:

- (1) Attend meetings of Council, determine quorums, record the proceedings and the votes of each Member, and keep the minutes of the proceedings;
- (2) Provide notices as required by the Charter, general law, and these Council Rules;
- (3) Accept, record, and compile proposed legislation for inclusion in the agenda of Council;
- (4) Deliver all adopted legislation to the Executive;
- (5) Deliver proposed legislation to the Committee Chairs;
- (6) Accept and provide to the President requests to address Council;
- (7) Publish all legislation as required by these Council Rules;
- (8) Publish the Record of Council;

(9) Conduct the election of the President of Council;

(10) Attend Council Committee meetings in person or by designee, determine quorums, record the proceedings and the votes of each member, keep the minutes of the proceedings, and accept and provide the Chairperson requests to address the Committee;

(11) Any other duties that the Council **or the Chief of Staff** determines are necessary for the performance of ~~its~~ **Council's** duties.

**Rule 3C: Other Council Personnel**

(1) The Council shall, by appropriate legislation, determine the **initial** job titles, ~~classifications~~, compensation and duties of full or part-time staff as are needed to properly perform the duties of Council as set forth in the Charter; and in so doing, Council shall reference the classification and salary administration system as established by ordinance and administered by the Human Resources Commission. **All Council personnel, including the Chief of Staff and Clerk of Council, shall be eligible to participate in cost of living increases and merit pay programs approved for nonbargaining employees of the County.**

(2) The Council **Chief of Staff** shall, ~~by appropriate legislation,~~ **be authorized to make recommendations to the appropriate contracting authority concerning** ~~determine~~ the compensation and duties of other personnel, such as contractors or professional experts or other consultants on a retainer or contract basis, as are needed to properly perform the duties of Council as set forth in the Charter.

**SECTION 2. Effective Date.** Provided that this Motion receives the affirmative vote of at least eight (8) of the members of Council, it shall take effect immediately upon adoption by Council. It is hereby determined to be necessary that this Motion become immediately effective in order that the County Council continue to have operating rules in place without interruption, and so that the usual and daily operations of county government may continue to function.

**SECTION 3.** It is found and determined that all formal actions of the Council and Council committees relating to the adoption of this motion occurred in open meetings and that all deliberations of this Council and any of its committees that resulted in such formal action took place in meetings open to the public, in compliance with all legal requirements, including those of Section 121.22 of the Ohio Revised Code.

On a motion by \_\_\_\_\_, seconded by \_\_\_\_\_, the foregoing Motion was duly approved.

Yeas:

Nays:

\_\_\_\_\_  
County Council President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Date

First Reading/Referred to Committee:

Committee(s) Assigned:

Journal CC \_\_\_\_\_  
\_\_\_\_\_, 2013

# COUNTY COUNCIL OF CUYAHOGA COUNTY, OHIO

## MOTION NO. M2013-0018

Sponsored by: Councilmembers Connally and Conwell

**A Motion confirming the County Executive's appointment of Mayor Vic Collova to serve on the Cuyahoga County Planning Commission, and declaring the necessity that this Motion become immediately effective.**

WHEREAS, Ohio Revised Code Section 713.22 provides for the organization and maintenance of a county planning commission; and,

WHEREAS, the Cuyahoga County Planning Commission membership consists of three county representatives and representatives of eight separate planning regions. The regional representatives are mayors of one of the communities in each planning region who are appointed by the County Executive, except for the City of Cleveland representative, who is appointed by the Mayor of Cleveland; and,

WHEREAS, members of the Cuyahoga County Planning Commission shall serve three year terms; and,

WHEREAS, the Cuyahoga County Charter Section 6.04, entitled Special Boards and Commissions, states that "[w]hen general law or any agreement with another public agency or court order provides for appointment of members of a special board or commission or other agency by the board of county commissioners, such appointment shall be made by the County Executive, subject to confirmation by the Council;" and,

WHEREAS, the County Executive has nominated Mayor Vic Collova (Chagrin/South East Region) to serve on the Cuyahoga County Planning Commission to fill a vacancy in an unexpired term ending December 31, 2014; and,

WHEREAS, this Council by a vote of at least eight (8) members determines that it is necessary that this Motion become immediately effective in order that Charter requirements can be complied with and critical services provided by Cuyahoga County can continue, and to provide for the usual, daily operation of a County Board.

**NOW, THEREFORE, BE IT APPROVED BY THE COUNTY COUNCIL OF CUYAHOGA COUNTY, OHIO:**

**SECTION 1.** The Council of Cuyahoga County hereby confirms the appointment of Mayor Vic Collova to serve on the Cuyahoga County Planning

Commission to fill a vacancy in an unexpired term, commencing immediately and expiring December 31, 2014.

**SECTION 2.** It is necessary that this Motion become immediately effective in order that critical services provided by Cuyahoga County can continue, and to continue the usual and daily operation of the County. Provided that this Motion receives the affirmative vote of eight members of Council, this Motion shall become immediately effective.

**SECTION 3.** It is found and determined that all formal actions of this Council concerning and relating to the passage of this Motion were passed in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public, and in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

On a motion by \_\_\_\_\_, seconded by \_\_\_\_\_, the foregoing Motion was duly approved.

Yeas:

Nays:

\_\_\_\_\_  
County Council President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Date

First Reading/Referred to Committee: May 14, 2013

Committee(s) Assigned: Human Resources, Appointments & Equity

Journal CC010

May 28, 2013

# COUNTY COUNCIL OF CUYAHOGA COUNTY, OHIO

## MOTION NO. M2013-0019

Sponsored by: Councilmembers Connally and Conwell

**A Motion confirming the County Executive’s appointment of various individuals to serve on the Cuyahoga County Community Improvement Corporation Board of Trustees, and declaring the necessity that this Motion become immediately effective.**

WHEREAS, the Cuyahoga County Community Improvement Corporation (“CCCIC”) was incorporated in 1982 under the authority granted in ORC 1724; and,

WHEREAS, the CCCIC serves the sole purpose of advancing, encouraging and promoting the industrial, economic, commercial and civic development in Cuyahoga County. The CCCIC serves as Cuyahoga County’s review agent for industrial revenue bond financing; and,

WHEREAS, Article III of the CCCIC’s Code of Regulations provides that the Board of Trustees shall consist of two classes of Trustees. The “County Class”, which shall consist of five members appointed or elected officers of Cuyahoga County, and the “Private Class”, which shall be six members elected from persons nominated by the County Executive, in consultation with the Greater Cleveland Partnership; and,

WHEREAS, the members of CCCIC Board of Trustees shall serve for three year terms; and,

WHEREAS, the Cuyahoga County Charter Section 6.04, entitled Special Boards and Commissions, states that “[w]hen general law or any agreement with another public agency or court order provides for appointment of members of a special board or commission or other agency by the board of county commissioners, such appointment shall be made by the County Executive, subject to confirmation by the Council;” and,

WHEREAS, the County Executive has nominated the following individuals to serve on the CCCIC’s Board of Trustees:

- a) David Reines (County Class), who will serve in this position until replaced by new appointment;
- b) Matthew Rubino (County Class), who will serve in this position until replaced by new appointment;

c) Wade Steen (County Class), who will serve in this position until replaced by new appointment;

d) Mark A. Parks, Jr. (County Class), who will serve in this position until replaced by new appointment;

e) Lawrence E. Benders (County Class), who will serve in this position until replaced by new appointment;

f) J. W. Sean Dorsey (Private Sector Class) to fill a vacancy in a term expiring January 1, 2015;

g) Radhika Reddy (Private Sector Class) to fill a vacancy in a term expiring January 1, 2015;

h) Candace Klein (Private Sector Class) to fill a vacancy in a term expiring January 1, 2014;

i) Richard C. Perry (Private Sector Class) to fill a vacancy in a term expiring January 1, 2014; and,

WHEREAS, this Council by a vote of at least eight (8) members determines that it is necessary that this Motion become immediately effective in order that Charter requirements can be complied with and critical services provided by Cuyahoga County can continue, and to provide for the usual, daily operation of a County Board.

**NOW, THEREFORE, BE IT APPROVED BY THE COUNTY COUNCIL OF CUYAHOGA COUNTY, OHIO:**

**SECTION 1.** The Council of Cuyahoga County hereby confirms the appointment of the following individuals to serve on the Cuyahoga County Community Improvement Corporation Board of Trustees, commencing immediately:

a) David Reines (County Class), who will serve in this position until replaced by new appointment;

b) Matthew Rubino (County Class), who will serve in this position until replaced by new appointment;

c) Wade Steen (County Class), who will serve in this position until replaced by new appointment;

d) Mark A. Parks, Jr. (County Class), who will serve in this position until replaced by new appointment;

e) Lawrence E. Benders (County Class), who will serve in this position until replaced by new appointment;

f) J. W. Sean Dorsey (Private Sector Class) to fill a vacancy in a term expiring January 1, 2015;

g) Radhika Reddy (Private Sector Class) to fill a vacancy in a term expiring January 1, 2015;

h) Candace Klein (Private Sector Class) to fill a vacancy in a term expiring January 1, 2014; and

i) Richard C. Perry (Private Sector Class) to fill a vacancy in a term expiring January 1, 2014.

**SECTION 2.** It is necessary that this Motion become immediately effective in order that critical services provided by Cuyahoga County can continue, and to continue the usual and daily operation of the County. Provided that this Motion receives the affirmative vote of eight members of Council, this Motion shall become immediately effective.

**SECTION 3.** It is found and determined that all formal actions of this Council concerning and relating to the passage of this Motion were passed in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public, and in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

On a motion by \_\_\_\_\_, seconded by \_\_\_\_\_, the foregoing Motion was duly approved.

Yeas:

Nays:

\_\_\_\_\_  
County Council President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Date

First Reading/Referred to Committee: May 14, 2013

Committee(s) Assigned: Human Resources, Appointments & Equity



Journal CC010  
May 28, 2013

# **[PROPOSED SUBSTITUTE MOTION]**

## **COUNTY COUNCIL OF CUYAHOGA COUNTY, OHIO**

### **MOTION NO. M2013-0019**

**Sponsored by: Councilmembers Connally and Conwell  
Co-sponsored by: Councilmembers Germana and Jones**

**A Motion confirming the County Executive’s appointment of various individuals to serve on the Cuyahoga County Community Improvement Corporation Board of Trustees, and declaring the necessity that this Motion become immediately effective.**

WHEREAS, the Cuyahoga County Community Improvement Corporation (“CCCIC”) was incorporated in 1982 under the authority granted in ORC 1724; and,

WHEREAS, the CCCIC serves the sole purpose of advancing, encouraging and promoting the industrial, economic, commercial and civic development in Cuyahoga County. The CCCIC serves as Cuyahoga County’s review agent for industrial revenue bond financing; and,

WHEREAS, Article III of the CCCIC’s Code of Regulations provides that the Board of Trustees shall consist of two classes of Trustees. The “County Class”, which shall consist of five members appointed or elected officers of Cuyahoga County, and the “Private Class”, which shall be six members elected from persons nominated by the County Executive, in consultation with the Greater Cleveland Partnership; and,

WHEREAS, the members of CCCIC Board of Trustees shall serve for three year terms; and,

WHEREAS, the Cuyahoga County Charter Section 6.04, entitled Special Boards and Commissions, states that “[w]hen general law or any agreement with another public agency or court order provides for appointment of members of a special board or commission or other agency by the board of county commissioners, such appointment shall be made by the County Executive, subject to confirmation by the Council;” and,

WHEREAS, the County Executive has nominated the following individuals to serve on the CCCIC’s Board of Trustees:

- a) David Reines (County Class), who will fill a vacancy in a term expiring January 1, 2014;
- b) Matthew Rubino (County Class), to fill a term expiring January 1, 2014;
- c) Wade Steen (County Class), to fill a term expiring January 1, 2015;
- d) Mark A. Parks, Jr. (County Class), to fill vacancy in a term expiring January 1, 2015;
- e) Lawrence E. Benders (County Class), to term expiring January 1, 2015;
- f) J. W. Sean Dorsey (Private Sector Class) to fill a vacancy in a term expiring January 1, 2015;
- g) Radhika Reddy (Private Sector Class) to fill a vacancy in a term expiring January 1, 2015;
- h) Candace Klein (Private Sector Class) to fill a vacancy in a term expiring January 1, 2014;
- i) Richard C. Perry (Private Sector Class) to fill a vacancy in a term expiring January 1, 2014; and,

WHEREAS, this Council by a vote of at least eight (8) members determines that it is necessary that this Motion become immediately effective in order that Charter requirements can be complied with and critical services provided by Cuyahoga County can continue, and to provide for the usual, daily operation of a County Board.

**NOW, THEREFORE, BE IT APPROVED BY THE COUNTY COUNCIL OF CUYAHOGA COUNTY, OHIO:**

**SECTION 1.** The Council of Cuyahoga County hereby confirms the appointment of the following individuals to serve on the Cuyahoga County Community Improvement Corporation Board of Trustees, commencing immediately:

- a) David Reines (County Class), who will serve in this position until replaced by new appointment;
- b) Matthew Rubino (County Class), who will serve in this position until replaced by new appointment;
- c) Wade Steen (County Class), who will serve in this position until replaced by new appointment;
- d) Mark A. Parks, Jr. (County Class), who will serve in this position until replaced by new appointment;

e) Lawrence E. Benders (County Class), who will serve in this position until replaced by new appointment;

f) J. W. Sean Dorsey (Private Sector Class) to fill a vacancy in a term expiring January 1, 2015;

g) Radhika Reddy (Private Sector Class) to fill a vacancy in a term expiring January 1, 2015;

h) Candace Klein (Private Sector Class) to fill a vacancy in a term expiring January 1, 2014; and

i) Richard C. Perry (Private Sector Class) to fill a vacancy in a term expiring January 1, 2014.

**SECTION 2.** It is necessary that this Motion become immediately effective in order that critical services provided by Cuyahoga County can continue, and to continue the usual and daily operation of the County. Provided that this Motion receives the affirmative vote of eight members of Council, this Motion shall become immediately effective.

**SECTION 3.** It is found and determined that all formal actions of this Council concerning and relating to the passage of this Motion were passed in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public, and in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

On a motion by \_\_\_\_\_, seconded by \_\_\_\_\_, the foregoing Motion was duly approved.

Yeas:

Nays:

\_\_\_\_\_  
County Council President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Date

First Reading/Referred to Committee: May 14, 2013  
Committee(s) Assigned: Human Resources, Appointments & Equity

Additional Sponsorship Requested: May 21, 2013

Journal CC010  
May 28, 2013

# COUNTY COUNCIL OF CUYAHOGA COUNTY, OHIO

## MOTION NO. M2013-0020

**Sponsored by: Councilmembers Connally and Conwell**

**A Motion confirming the County Executive's reappointment of Karen Gabriel Moss to serve on the Greater Cleveland Regional Transit Authority Board of Trustees, and declaring the necessity that this Motion become immediately effective.**

WHEREAS, Ohio Revised Code Chapter 306 provides for the creation of a Regional Transit Authority; and,

WHEREAS, the Greater Cleveland Regional Transit Authority ("GCRTA") Board of Trustees provides policy direction for the Regional Transit Authority and provides oversight of Agency management's efforts to implement policy and run the day-to-day operations of the transit system; and,

WHEREAS, the GCRTA Board of Trustees consists of ten members who are appointed by the City of Cleveland, Cuyahoga County Mayors and Managers Association and Cuyahoga County; and,

WHEREAS, the members of the GCRTA Board of Trustees shall be appointed to serve a three (3) year term; and,

WHEREAS, the Cuyahoga County Charter Section 6.04, entitled Special Boards and Commissions, states that "[w]hen general law or any agreement with another public agency or court order provides for appointment of members of a special board or commission or other agency by the board of county commissioners, such appointment shall be made by the County Executive, subject to confirmation by the Council;" and,

WHEREAS, the County Executive has nominated Karen Gabriel Moss to serve on the GCRTA's Board of Trustees to fill a vacancy in a term beginning March 1, 2013 and ending February 29, 2016.

WHEREAS, this Council by a vote of at least eight (8) members determines that it is necessary that this Motion become immediately effective in order that Charter requirements can be complied with and critical services provided by Cuyahoga County can continue, and to provide for the usual, daily operation of a County Board.

**NOW, THEREFORE, BE IT APPROVED BY THE COUNTY COUNCIL OF CUYAHOGA COUNTY, OHIO:**

**SECTION 1.** The Council of Cuyahoga County hereby confirms the re-appointment of Karen Gabriel Moss to serve on the Greater Cleveland Regional Transit Authority Board of Trustees to fill a vacancy in a term beginning March 1, 2013 and ending February 29, 2016.

**SECTION 2.** It is necessary that this Motion become immediately effective in order that critical services provided by Cuyahoga County can continue, and to continue the usual and daily operation of the County. Provided that this Motion receives the affirmative vote of eight members of Council, this Motion shall become immediately effective.

**SECTION 3.** It is found and determined that all formal actions of this Council concerning and relating to the passage of this Motion were passed in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public, and in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

On a motion by \_\_\_\_\_, seconded by \_\_\_\_\_, the foregoing Motion was duly approved.

Yeas:

Nays:

\_\_\_\_\_  
County Council President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Date

First Reading/Referred to Committee: May 14, 2013

Committee(s) Assigned: Human Resources, Appointments & Equity

Journal CC010

May 28, 2013

# County Council of Cuyahoga County, Ohio

## Resolution No. R2013-0087

<p>Sponsored by: <b>Councilmember Rogers</b></p> <p>Co-sponsored by: <b>Councilmember Miller</b></p>	<p><b>A Resolution</b> making an award to College Now Greater Cleveland in the amount of \$115,000.00 from the Cuyahoga County Educational Assistance Fund for Component 2 of the Cuyahoga County Educational Assistance Program for the period ending 6/30/2014; authorizing the County Executive to execute the contract and all other documents consistent with said award and this Resolution; and declaring the necessity that this Resolution become immediately effective.</p>
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**WHEREAS**, Article III, Section 3.09(11) of the Charter authorizes Council to “establish and provide for the administration of a program to provide scholarships, loans, grants and other forms of financial assistance for residents of the County that will enable them to participate in post-secondary education, including vocational education and job training and retraining;” and

**WHEREAS**, Ordinance No. O2012-0007 established the Cuyahoga County Educational Assistance Program (the “Program”) and the Cuyahoga County Educational Assistance Fund (the “Fund”), and set aside \$6,000,000.00 in the 2012-2013 General Fund Budget in anticipation of the Program; and

**WHEREAS**, Ordinance No. O2012-0007 was amended to add an additional component to the Program, to authorize an alternative procurement process and to authorize Council to annually designate the amount of budgeted funds to be allocated for each component of the Program; and

**WHEREAS**, Council has determined to allocate an amount to College Now Greater Cleveland for Component 2 of the Program; and

**WHEREAS**, it is necessary that this Resolution become immediately effective in order that critical services provided by Cuyahoga County can continue and to provide for the usual, daily operation of a County department.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF CUYAHOGA COUNTY, OHIO:**

**SECTION 1.** That the Cuyahoga County Council hereby authorizes the award of \$115,000.00 to College Now Greater Cleveland for scholarships, retention and mentoring services for Cuyahoga County residents as described in Component 2 of the





Additional Sponsorship Requested on the Floor: May 14, 2013

Second Reading: \_\_\_\_\_

Journal \_\_\_\_\_  
\_\_\_\_\_, 2013

# County Council of Cuyahoga County, Ohio

## Ordinance No. O2013-0011

<p>Sponsored by: <b>Councilmember Rogers</b></p> <p>Co-sponsored by: <b>Councilmember Miller</b></p>	<p><b>An Ordinance</b> amending Ordinance No. O2012-0007 dated 7/10/2012, which established the Cuyahoga County Educational Assistance Program and the Cuyahoga County Educational Assistance Fund, to add additional components to the Program and to authorize an alternative procurement process; creating Chapter 710 and Section 804.01 to codify said Program and Fund; and declaring the necessity that this Ordinance become immediately effective.</p>
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WHEREAS, Article III, Section 3.09(11) of the Charter authorizes Council to “establish and provide for the administration of a program to provide scholarships, loans, grants and other forms of financial assistance for residents of the County that will enable them to participate in post-secondary education, including vocational education and job training and retraining;” and

WHEREAS, Ordinance No. O2012-0007 established the Cuyahoga County Educational Assistance Program and the Cuyahoga County Educational Assistance Fund, and set aside \$6,000,000.00 in the 2012-2013 General Fund Budget in anticipation of the Program; and

WHEREAS, it is now necessary to add additional components to the Program; and

WHEREAS, Cuyahoga County Council has adopted and amended a Contracting and Purchasing Ordinance under which the appropriate contracting authority may approve an alternative procurement process when it is determined to be advantageous to the County; and

WHEREAS, it is necessary that this Ordinance become immediately effective in order that critical services provided by Cuyahoga County can continue and to provide for the usual, daily operation of a County department.

**NOW, THEREFORE, BE IT ENACTED BY THE COUNTY COUNCIL OF CUYAHOGA COUNTY, OHIO:**

**SECTION 1.** Chapter 710 and Section 804.01 are hereby enacted as follows:

## Chapter 710: Cuyahoga County Educational Assistance Fund

The Cuyahoga County Educational Assistance Fund is hereby established for the purpose of depositing all revenue and other funds intended to be used for the Cuyahoga County Educational Assistance Program.

### Section 804.01: Cuyahoga County Educational Assistance Program

(A) The Cuyahoga County Educational Assistance Program is hereby established to promote access to postsecondary education, including vocational, job training and retraining opportunities, in order to increase the number of skilled workers in Cuyahoga County's workforce, encourage completion of college degrees and program certification among Cuyahoga County residents, and enhance economic development opportunities for the region.

#### (B) Component One - Job Training/Retraining Program

- (1) Component One of the Cuyahoga County Educational Assistance Program provides financial assistance for Cuyahoga County residents seeking a postsecondary degree and/or program certification that will lead to gainful employment or career advancement.
- (2) Component One scholarships are open to all Cuyahoga County residents who satisfy one of the following criteria:
  - (a) They enroll in a degree or certification program in a field designated as "in demand" by the City of Cleveland/Cuyahoga County Workforce Investment Board; or
  - (b) They enroll in a degree or certification program in a non-demand field that has a commitment from an employer to hire or promote; or
  - (c) They are within twelve (12) credit hours from completing an associate, bachelor, or master degree in any field at an approved postsecondary institution; or
  - (d) They enroll in a class to satisfy continuing educational credit obligations associated with professional licensing.
- (3) Individual scholarships will be awarded up to a maximum of \$5,000.00.
- (4) The County Council shall annually designate an amount of the budgeted funds for Component One.
- (5) Public and private postsecondary educational program providers are eligible to participate in Component One who satisfy both of the following criteria:

- (a) They are approved by Employment Connection; and
  - (b) They are either accredited by the North Central Association of Colleges and Schools (the Higher Learning Commission), or registered with the Ohio State Board of Career College and Schools.
- (6) The Program will be administered by Employment Connection, a collaborative workforce system of the City of Cleveland and Cuyahoga County. The County shall determine annually the administrative fee for program administration. The Program administrator has all of the following responsibilities:
- (a) Provide a policies and procedures manual to the County Council prior to implementation of Component One; and notify the Council of all changes, additions or deletions from the manual; and
  - (b) Create an application and other relevant materials for review by the County Council prior to implementation of Component One; and
  - (c) Accept, review and make recommendations for approval of scholarships; and
  - (d) Monitor the performance of the educational program providers on an on-going basis, considering, among other factors, training program completion rate and training-related job placements or advancements; and
  - (e) Provide quarterly updates to the County Council to include 1) the number and monetary amount of scholarships awarded; 2) the geographic distribution of the awardees; 3) the distribution of income levels of the awardees; 4) the fields, degrees or certifications being pursued by the awardees; 5) the number of new job placements or career advancements among awardees during the time period; 6) a listing of participating employers; and 7) any problems or significant accomplishments of which the Council should be aware.
- (7) Restrictions. The following restrictions apply to Component One of the Program:
- (a) When applicable, students must complete the Free Application for Federal Student Aid (FAFSA). He/she must demonstrate unmet financial need after all federal, state, institutional or other grant and scholarship aid has been applied to the cost of attendance. County dollars will be awarded as “last dollars in” to reduce remaining unmet financial need.

- (b) Scholarship awardees must complete their program, degree or certification within 18 months of receiving an award from Component One.
- (c) The Program administrator may give priority to awarding scholarships based on financial need according to its established criteria.
- (d) The Program administrator reserves the right to recoup funds from an awardee who fails to complete his/her intended program, degree or certification within the required time period.

(C) Component Two – Post-Secondary College or University Scholarship Program

- (1) Component Two of the Cuyahoga County Educational Assistance Program provides financial assistance for Cuyahoga County residents seeking a postsecondary college or university degree at institutions located within Cuyahoga County.
- (2) Individual one (1) year renewable scholarships will be awarded up to a maximum of \$1,250.00.
- (3) The County Council shall annually designate an amount of the budgeted funds for Component Two.
- (4) Initial Eligibility. Cuyahoga County residents who satisfy all of the following criteria are eligible for Component One scholarships:
  - (a) They are a graduating high school senior attending one of the high schools served by College Now; and
  - (b) They have not otherwise been awarded College Now funding; and
  - (c) They complete the College Now scholarship application; and
  - (d) They plan to attend a two or four-year college or university; and
  - (e) They have a GPA of at least 2.5; and
  - (f) They achieve either a score of 18 or higher on the ACT, or a score of 860 or higher on the critical reading and math test of the SAT; and
  - (g) They meet College Now's income criteria (Pell eligibility).
- (5) Eligibility for Scholarship Renewal. The Program administrator shall determine when scholarships are eligible for renewal.
- (6) The Program will be administered by College Now Greater Cleveland, a nonprofit organization providing comprehensive college-access services. The

County shall determine annually the administrative fee for program administration. The Program administrator has all of the following responsibilities:

- (a) Select scholarship recipients based on the criteria provided in this section; and
- (b) Verify continuing eligibility as scholarship recipients progress through their degree program; and
- (c) Administer all award payments with postsecondary education institutions; and
- (d) Provide all retention services, including mentoring, for all scholarship recipients; and
- (e) Report to the Cuyahoga County Council on an annual basis on 1) the number and monetary amount of scholarships awarded, 2) the geographic distribution of the awardees (city of residence and high school attended), 3) a list of postsecondary institutions attended by the scholarship recipients, 4) retention and graduation rates of scholarship recipients, and 5) any highlights or problems of which the Council should be aware.

**SECTION 2.** The Cuyahoga County Council hereby authorizes an alternative procurement process for components of the Cuyahoga County Educational Assistance Program.

**SECTION 3.** It is necessary that this Ordinance become immediately effective for the usual daily operation of the County and the reasons set forth in the preamble. Provided that this Ordinance receives the affirmative vote of at least eight members of Council, it shall take effect and be in force immediately upon the earliest occurrence of any of the following: (1) its approval by the County Executive through signature, (2) the expiration of the time during which it may be disapproved by the County Executive under Section 3.10(6) of the Cuyahoga County Charter, or (3) its passage by at least eight members of Council after disapproval pursuant to Section 3.10(7) of the Cuyahoga County Charter. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

**SECTION 4.** It is found and determined that all formal actions of this Council relating to the adoption of this Ordinance were adopted in an open meeting of the Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

On a motion by \_\_\_\_\_, seconded by \_\_\_\_\_, the foregoing Ordinance was duly enacted.

Yeas:

Nays:

\_\_\_\_\_  
County Council President

\_\_\_\_\_  
Date

\_\_\_\_\_  
County Executive

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Date

First Reading/Referred to Committee: May 14, 2013

Committee(s) Assigned: Education, Environment & Sustainability

Additional Sponsorship Requested on the Floor: May 14, 2013

Second Reading: \_\_\_\_\_

Journal \_\_\_\_\_  
\_\_\_\_\_, 2013



# County Council of Cuyahoga County, Ohio

## Ordinance No. O2013-0002

Sponsored by: <b>Councilmember Miller</b>	<b>An Ordinance</b> amending the Public Records Policy for Cuyahoga County, and declaring the necessity that this Ordinance become immediately effective.
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WHEREAS, on January 3, 2011 the Cuyahoga County Council passed Ordinance No. O2011-0003, which adopted a Public Records Policy for Cuyahoga County, and was amended by Ordinance No. O2011-0012; and

WHEREAS, it is necessary to amend the Public Records Policy to clarify potentially ambiguous provisions therein and to ensure that the Public Records Policy accurately reflects Council's original intent in enacting the Public Records Policy; and

WHEREAS, it is necessary that this Ordinance become immediately effective in order that critical services provided by Cuyahoga County can continue and to continue the usual and daily operation of the County.

**NOW, THEREFORE, BE IT ENACTED BY THE COUNTY COUNCIL OF CUYAHOGA COUNTY, OHIO:**

**SECTION 1.** Chapter 106 and Chapter 204; Section 204.02(H) of the Cuyahoga County Code are hereby created, and Chapter 306 of the Cuyahoga County Code is hereby amended, to read as follows:

### **Chapter 106: Public Records**

#### **Section 106.01: Rationale**

Believing that open government leads to a better-informed citizenry, greater public participation in government, better government, better public policy, and more effective use of public resources, the County Council establishes this Public Records Policy to ensure the preservation and public accessibility of records relating to all functions of Cuyahoga County government. Cuyahoga County's policy in all of its functions is to strictly adhere to all of its obligations under Ohio's Public Records Law and to exceed those obligations whenever it is practical and makes sense to do so.

## **Section 106.02: Definitions**

- (A) “Committee” shall include subcommittees.
- (B) “Public office” includes the following:
- (1) The office of the County Executive
  - (2) The Cuyahoga County Council, including all of its committees
  - (3) All departments, divisions, offices, or other organized bodies operating under the administration of the County Executive,
  - (4) The Cuyahoga County Prosecuting Attorney,
  - (5) All Boards, Commissions, and Advisory Councils to which the County Executive and/or the County Council appoints at least a majority of its members,
  - (6) All Boards, Commissions, Advisory Councils and any similar body created by the Cuyahoga County Charter, the County Council, and/or the County Executive.
- (C) As used in subsection (B), a “similar body” must be formally organized, be on-going, and be involved in making or advising on public policy decisions.
- (D) “Public record” includes any document, device, or item, regardless of physical form or characteristic, including electronic records, created or received by or coming under the jurisdiction of any public office, which serves to document the organization, functions, policies, decisions, procedures, operation, or other activities of the office. All records which meet this definition are public records, unless exempted under section 149.43 of the Ohio Revised Code.
- (E) “Electronic record” includes prepared documents such as word processing documents, spreadsheets, and graphic presentations as well as written electronic communications, including but not limited to electronic mail and text messages.

## **106.03: Scope of Ordinance**

### **Applicability**

This ordinance is hereby adopted as the public records policy, required under Section 149.43 of the Ohio Revised Code, for every public office in Cuyahoga County government, as public office is defined in Section 106.02(B) of the Cuyahoga County Code, over which the Cuyahoga County Council has legislative authority.

#### **106.04: County Records Commission**

##### **(A) Creation of County Records Commission**

There is hereby created, the County Records Commission, which shall succeed and replace the current County Records Commission. The County Records Commission shall consist of the County Executive, who shall serve as chairperson, the President of County Council, the Prosecuting Attorney, the Fiscal Officer, and the Clerk of Courts of Common Pleas.

##### **(B) Appointment of Designees**

Each member of the County Records Commission shall appoint one designee, an employee of his/her office who is knowledgeable about the maintenance of public records, who shall attend meetings of the County Records Commission whenever the member is unable to do so. The County Executive may appoint his or her designee from any County office or department.

##### **(C) Powers and Duties of County Records Commission**

The County Records Commission shall have all the powers and perform all the duties of County Records Commissions provided for in Section 149.38 of the Ohio Revised Code, including, but not limited to, the power to recommend applications for one-time disposal of records or proposed records retention schedules to the Ohio Historical Society.

##### **(D) Rules and Procedures of the County Records Commission**

The County Records Commission shall adopt its own rules and procedures, which shall be consistent with Section 149.38 of the Ohio Revised Code. Until such time as the County Records Commission adopts such rules, it shall operate under the rules of the prior County Records Commission that existed prior to the enactment of this ordinance.

##### **(E) Meetings of the County Records Commission**

The County Records Commission shall meet at the call of the chair as often as needed to respond to proposed records retention schedules and proposed one-time disposals of records, but shall meet a minimum of once every six (6) months.

##### **(F) County Records Commission Action on Records Proposals**

Within sixty (60) days after receiving a request for one-time disposal of records or a proposed records retention schedule from any office, the County Records Commission shall either approve the request and send it to the Ohio Historical

Society for its consideration or return the request disapproved to the office that submitted it with a letter stating the reasons for disapproval.

### **106.05: Public Records**

#### **(A) Maintenance of Public Records**

All public offices within the scope of this ordinance shall organize and maintain all their public records so that they are readily available for inspection and copying in accordance with the Ohio Public Records Law and the Public Records Policy of Cuyahoga County.

#### **(B) Maintenance of Electronic Mail**

- (1) All electronic mail sent or received through the Cuyahoga County Department of Information Technology system shall be the property of Cuyahoga County. The necessity to maintain electronic mail as public records shall depend on the content of the records, not on the medium in which it is kept. It shall be the responsibility of the public records managers and each individual user to ensure that electronic mail is maintained in accordance with the records retention schedule for each office, and that records which must be kept for an extended length of time will not be placed in files where they will be automatically deleted.
- (2) Each person covered by this ordinance shall also ensure that all public record electronic mail sent or received outside of the County Department of Information Technology system are maintained so that they are readily available for inspection and copying in accordance with the records retention schedule for each office.

#### **(C) Designation of Countywide Public Records Manager**

The County Archivist is hereby designated as the Countywide Public Records Manager and shall do the following:

- (1) Manage the public records of Cuyahoga County to ensure that they are organized so as to be readily available to the public for inspection and copying and are maintained and disposed of in accordance with the records retention schedules of the various offices within Cuyahoga County government.
- (2) Assist the public records managers of the various public offices in Cuyahoga County in implementing a sound and consistent countywide public records process in accordance with this ordinance.

- (3) Assist the public offices within the scope of this ordinance in preparing and updating public records retention schedules.
- (4) The County Archivist shall monitor departmental compliance with provisions of this ordinance with respect to records retention schedules and disposition of records, and shall provide a status report to the County Executive at the end of each calendar year.

(D) Designation of Deputy Countywide Public Records Manager

The County Executive shall designate one member of the executive staff as Deputy Countywide Public Records Manager, who shall do the following:

- (1) Assist the Countywide Public Records Manager in the performance of his/her duties;
- (2) Maintain and administer the public records request log provided for in Section 106.06(E) of the Cuyahoga County Code.
- (3) Work with each public office to determine what kinds of public records requests are received by that office that relate to personal or business matters, rather than governmental operations, and are not required to be included in the public records request log.
- (4) Provide a copy of Cuyahoga County's Public Records policy to each public records manager and obtain a written acknowledgement from each records manager that the policy was received. A record manager's receipt and acknowledgement of a County Human Resources Policies and Procedures Manual that contains the County's Public Records policy shall satisfy the requirements of this subsection.
- (5) Serve as the public records manager for the County Executive's office.

(E) Designation of Public Records Manager

- (1) Each public office shall designate a public records manager who shall be responsible for the maintenance of the public records for that office and for handling public records requests directed to that office.
- (2) For the following offices, the person designated as public records manager shall be an employee of the office who works at the principal place at which that office does business:
  - (a) the County Executive, including all executive office staff
  - (b) the County Council
  - (c) the Department of Law
  - (d) the Sheriff

- (e) the Medical Examiner
- (f) the Clerk of Courts
- (g) the Department of Development
- (h) the Department of Information Technology
- (i) the Department of Public Works
- (j) the Department of Purchasing
- (k) the Department of Human Resources
- (l) the Fiscal Officer
- (m) the Cuyahoga Job and Family Services
- (n) the Division of Children and Family Services
- (o) the Division of Senior and Adult Services
- (p) the Department of Health and Human Services
- (q) the Agency of the Inspector General
- (r) the Department of Communications
- (s) the Department of Public Safety and Justice Services
- (t) the Department of Consumer Affairs
- (u) the Department of Internal Auditing
- (v) the County Treasurer
- (w) the County Prosecutor

- (3) Each office not listed in subsection 2 of this section shall designate a public records manager who shall be one of the following:
  - (a) an employee of that office or an officer of a Board, Commission, or Advisory Council,
  - (b) the Deputy Countywide Public Records Manager, or
  - (c) an employee of Cuyahoga County, approved by the Deputy Countywide Public Records Manager, in another office with responsibilities related to those of the designating office.

**(F) Public Records Manager for County Council**

The Clerk of Council is hereby designated as public records manager for Cuyahoga County Council.

**(G) Records Retention Schedules**

Each public office shall have a records retention schedule in place, which shall specify, consistent with state law, the methods by which and the length of time that records shall be kept. Such schedule shall be kept on file by each public office as a public record. For any office that has a records retention schedule in place at the time that this ordinance becomes effective, that records retention schedule shall remain in effect until it is amended according to the procedure set forth in Section 149.38 of the Ohio Revised Code. Each public office that does not have a records retention schedule in place at the time that this ordinance becomes effective shall contact the Cuyahoga County Archives to create a records

retention schedule, in accordance with the procedure set forth in Section 149.38 of the Ohio Revised Code, not later than September 30, 2013.

(H) Interim Transient Records Retention Schedule

Except to the extent that a different records retention schedule on transient communications is required for an office by state law, each public office that does not have a records retention schedule on transient communications in place at the time that this ordinance becomes effective shall use the transient records retention policy and schedule submitted by the County Executive and approved by the Cuyahoga County Records Commission on August 15, 2012, until such time as the office's records retention schedule on transient communications is updated, according to the procedure set forth in Section 149.38 of the Ohio Revised Code.

(I) Publication of Public Records Policy

- (1) Each public office having public office space shall prepare a poster which shall describe the public records policy of that office, explain how to obtain public records, and name the public records manager for that office. The poster shall be displayed in a conspicuous place at the office and at any branch office where the office conducts business. Each office shall post the same information and its public records retention schedule on its web-page on the county's website.
- (2) The County Executive and the Clerk of Council shall each post on their respective web-pages the full Public Records Policy of Cuyahoga County, a summary of that policy, instructions on how to obtain public records, and a list of all of the public records managers for Cuyahoga County government and their contact information.
- (3) The Human Resources Policies and Procedures Manual issued to all employees shall include the County's Public Records policy. When any changes to the County Public Records Policy are made, the Director of Human Resources is hereby authorized to update the Human Resources Policies and Procedures Manual, and the Clerk of Council is authorized to update the Cuyahoga County Code with the approval of the Director of Law, to reflect those changes.

(J) County Website

The County shall maintain a readily accessible website, which shall include separate pages for the County Executive, the County Council, and each department in County government. The County Executive and the Clerk of County Council shall ensure that the website is regularly updated to provide current information, including the notice, agenda, minutes, and reports of all

public meetings conducted by offices within the scope of this ordinance and instructions on how to obtain public records.

### **106.06: Public Records Requests**

#### **(A) Form of Records Request**

Any person requesting public records shall identify the records requested with sufficient clarity to allow the public office to identify, retrieve, and review the records requested. No specific language or form is required to make the request. If the records request is not sufficiently clear, the public records manager must contact the requestor for clarification, and should assist the requestor by providing information about the manner in which the office keeps its records.

#### **(B) Identity of Requestor Not Required**

The requestor is not required to put a public records request in writing and does not need to provide his/her identity or the intended use of the records requested. The public office may request this information, particularly to aid in complying with the request, but must clearly state that providing this information is voluntary.

#### **(C) Availability of Records**

Records shall be made available promptly for inspection or copying. Public records requests shall be given priority attention in any office receiving them, but reasonable time shall be allowed to comply with requests that are large, involve records stored other than at the site where the request was made, or involving records that must be inspected for possible redaction of information exempt from the public records law. Whenever a request is received that cannot be complied with expeditiously, the public office shall provide the requestor a receipt acknowledging and describing the public records request and may provide an estimate as to when the production can be provided. An oral response shall satisfy the requirement of a receipt when the requestor does not provide an email or postal address.

#### **(D) Denial of Request and Redaction of Records**

If a public records request is denied, in part or in whole, the public office shall provide the requestor with an explanation for the denial as provided for in Section 149.43(B)(3) of the Ohio Revised Code.

#### **(E) Public Records Request Log**

(1) Each office shall maintain a log of all public records requests received that relate to governmental operations and shall forward a copy of the log no later



than at the end of each week to the Deputy Countywide Records Manager, who shall maintain a countywide public records log. Each office shall, with the approval of the Deputy Countywide Public Records Manager, determine what kinds of public records requests received by that office relate to personal or business matters, rather than governmental operations; and these requests shall not be required to be included in the log. For each public records request required to be included in the public records request log, the following information shall be provided:

- (a) The office that received the request,
- (b) The date that the request was received,
- (c) The name of the requestor, if known,
- (d) A brief description of what records were requested,
- (e) The date that response to the request was completed,
- (f) A brief description of any denials or redactions required.

- (2) Except as otherwise provided by court order or law, the Deputy Countywide Public Records Manager may establish procedures for logging public records requests.

#### **106.07: Costs of Public Records**

##### **(A) County Council to Determine Copy Costs for Public Records**

Persons requesting copies of public records shall be required to pay for the cost of making copies, at a rate not to exceed the actual cost of making copies, unless otherwise addressed in Section 106.07(B). Payment in advance may be required.

Starting in calendar year 2011, the County Council shall biennially (once every two years) determine and establish the copying costs for public records.

##### **(B) Interim Copy Costs for Public Records**

Except as otherwise provided by court order or law, the following copying costs shall apply until the County Council first determines and establishes copying costs for public records:

- (1) The charge for paper copies shall be three cents (\$.03) per page. The charge shall be waived when less than one dollar (\$1.00).
- (2) The charge for computer files downloaded to a compact disc shall be the actual cost, not to exceed \$1.26 per disc. The charge shall be waived when only one (1) disc is required to fulfill the request.
- (3) There shall be no charge for copies provided by email.

- (4) Each public office shall have the discretion to waive copying costs when it determines that it is practical and cost-effective to do so, provided that the public office follows a consistent policy on waiver of copying fees for all requestors.

**106.08: Public Records Training**

All elected public officials and public records managers shall attend training on public records policy approved by the Ohio Attorney General, as provided for in Section 109.43 of the Ohio Revised Code. Each public office shall encourage other appropriate persons to receive public records training.

**204.02(H): County Records Commission**

The County Records Commission is hereby established in accordance with Section 106.04 of the Cuyahoga County Code.

**SECTION 2.** It is necessary that this Ordinance become immediately effective for the usual daily operation of the County and the reasons set forth in the preamble. Provided that this Ordinance receives the affirmative vote of at least eight members of Council, it shall take effect and be in force immediately upon the earliest occurrence of any of the following: (1) its approval by the County Executive through signature, (2) the expiration of the time during which it may be disapproved by the County Executive under Section 3.10(6) of the Cuyahoga County Charter, or (3) its passage by at least eight members of Council after disapproval pursuant to Section 3.10(7) of the Cuyahoga County Charter. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

**SECTION 3.** It is found and determined that all formal actions of this Council relating to the adoption of this Ordinance were adopted in an open meeting of the Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

On a motion by \_\_\_\_\_, seconded by \_\_\_\_\_, the foregoing Ordinance was duly enacted.

Yeas:

Nays:

\_\_\_\_\_  
County Council President

\_\_\_\_\_  
Date

\_\_\_\_\_  
County Executive

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Date

First Reading/Referred to Committee: January 22, 2013

Committee(s) Assigned: Council Operations & Intergovernmental Relations

Committee Report/Second Reading: May 14, 2013

Journal CC010

May 28, 2013

[ PROPOSED SUBSTITUTTE ORDINANCE ]

**County Council of Cuyahoga County, Ohio**

**Ordinance No. O2013-0002**

Sponsored by: <b>Councilmember Miller</b>	<b>An Ordinance</b> amending the Public Records Policy for Cuyahoga County, and declaring the necessity that this Ordinance become immediately effective.
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WHEREAS, on January 3, 2011 the Cuyahoga County Council passed Ordinance No. O2011-0003, which adopted a Public Records Policy for Cuyahoga County, and was amended by Ordinance No. O2011-0012; and

WHEREAS, it is necessary to amend the Public Records Policy to clarify potentially ambiguous provisions therein and to ensure that the Public Records Policy accurately reflects Council's original intent in enacting the Public Records Policy; and

WHEREAS, it is necessary that this Ordinance become immediately effective in order that critical services provided by Cuyahoga County can continue and to continue the usual and daily operation of the County.

**NOW, THEREFORE, BE IT ENACTED BY THE COUNTY COUNCIL OF CUYAHOGA COUNTY, OHIO:**

**SECTION 1.** Chapter 106 and Section 204.02(A) of the Cuyahoga County Code, previously enacted in Ordinance O2011-0012, as amended, are hereby amended to read as follows:

**Chapter 106: Public Records**

**Section 106.01: Rationale**

Believing that open government leads to a better-informed citizenry, greater public participation in government, better government, better public policy, and more effective use of public resources, the County Council establishes this Public Records Policy enacted in Chapter 106 of the Cuyahoga County Code to ensure the preservation and public accessibility of records relating to all functions of Cuyahoga County government. Cuyahoga County's policy in all of its functions is to strictly adhere to all of its obligations under Ohio's Public Records Law and to exceed those obligations whenever it is practical and makes sense to do so.

## **Section 106.02: Definitions**

As used in Chapter 106 of the Cuyahoga County Code:

- (A) “Committee” shall include subcommittees.
- (B) “Public office” includes the following:
  - (1) The office of the County Executive
  - (2) The Cuyahoga County Council, including all of its committees
  - (3) All departments, divisions, offices, or other organized bodies operating under the administration of the County Executive,
  - (4) The Cuyahoga County Prosecuting Attorney,
  - (5) All Boards, Commissions, and Advisory Councils to which the County Executive and/or the County Council appoints at least a majority of its members,
  - (6) All Boards, Commissions, Advisory Councils and any similar body created by the Cuyahoga County Charter, the County Council, and/or the County Executive.
- (C) As used in Section 106.02(B) of the Cuyahoga County Code, a “similar body” must be formally organized, be on-going, and be involved in making or advising on public policy decisions.
- (D) “Public record” includes any document, device, or item, regardless of physical form or characteristic, including electronic records, created or received by or coming under the jurisdiction of any public office, which serves to document the organization, functions, policies, decisions, procedures, operation, or other activities of the office. All records which meet this definition are public records, unless exempted under section 149.43 of the Ohio Revised Code.
- (E) “Electronic record” includes prepared documents such as word processing documents, spreadsheets, and graphic presentations as well as written electronic communications, including but not limited to electronic mail and text messages.

## **106.03: Scope of Chapter 106**

Chapter 106 of the Cuyahoga County Code is adopted as the public records policy, required under Section 149.43 of the Ohio Revised Code, for every public office in Cuyahoga County government, as public office is defined in Section 106.02(B) of the

Cuyahoga County Code, over which the Cuyahoga County Council has legislative authority.

#### **106.04: Public Records**

##### **(A) Maintenance of Public Records**

All public offices within the scope of Chapter 106 of the Cuyahoga County Code shall organize and maintain all their public records so that they are readily available for inspection and copying in accordance with the Ohio Public Records Law and the Public Records Policy of Cuyahoga County.

##### **(B) Maintenance of Electronic Mail**

- (1) All electronic mail sent or received through the Cuyahoga County Department of Information Technology system shall be the property of Cuyahoga County. The necessity to maintain electronic mail as public records shall depend on the content of the records, not on the medium in which it is kept. It shall be the responsibility of the public records managers and each individual user to ensure that electronic mail is maintained in accordance with the records retention schedule for each office, and that records which must be kept for an extended length of time will not be placed in files where they will be automatically deleted.
- (2) Each person covered by Chapter 106 of the Cuyahoga County Code shall also ensure that all public record electronic mail sent or received outside of the County Department of Information Technology system are maintained so that they are readily available for inspection and copying in accordance with the records retention schedule for each office.

##### **(C) Designation of Countywide Public Records Manager**

The County Archivist is hereby designated as the Countywide Public Records Manager and shall do the following:

- (1) Manage the public records of Cuyahoga County to ensure that they are organized so as to be readily available to the public for inspection and copying and are maintained and disposed of in accordance with the records retention schedules of the various offices within Cuyahoga County government.
- (2) Assist the public records managers of the various public offices in Cuyahoga County in implementing a sound and consistent countywide public records process in accordance with Chapter 106 of the Cuyahoga County Code.

- (3) Assist the public offices within the scope of Chapter 106 of the Cuyahoga County Code in preparing and updating public records retention schedules.
- (4) The County Archivist shall monitor departmental compliance with provisions of Chapter 106 of the Cuyahoga County Code with respect to records retention schedules and disposition of records, and shall provide a status report to the County Executive at the end of each calendar year.

(D) Designation of Deputy Countywide Public Records Manager

The County Executive shall designate one member of the executive staff as Deputy Countywide Public Records Manager, who shall do the following:

- (1) Assist the Countywide Public Records Manager in the performance of his/her duties;
- (2) Maintain and administer the public records request log provided for in Section 106.06(E) of the Cuyahoga County Code.
- (3) Work with each public office to determine what kinds of public records requests are received by that office that relate to personal or business matters, rather than governmental operations, and are not required to be included in the public records request log.
- (4) Provide a copy of Cuyahoga County's Public Records policy to each public records manager and obtain a written acknowledgement from each records manager that the policy was received. A record manager's receipt and acknowledgement of a County Human Resources Policies and Procedures Manual that contains the County's Public Records policy shall satisfy the requirements of this subsection.
- (5) Serve as the public records manager for the County Executive's office.

(E) Designation of Public Records Manager

- (1) Each public office shall designate a public records manager who shall be responsible for the maintenance of the public records for that office and for handling public records requests directed to that office.
- (2) For the following offices, the person designated as public records manager shall be an employee of the office who works at the principal place at which that office does business:
  - (a) the County Executive, including all executive office staff
  - (b) the County Council
  - (c) the Department of Law
  - (d) the Sheriff

- (e) the Medical Examiner
- (f) the Clerk of Courts
- (g) the Department of Development
- (h) the Department of Information Technology
- (i) the Department of Public Works
- (j) the Department of Purchasing
- (k) the Department of Human Resources
- (l) the Fiscal Officer
- (m) the Cuyahoga Job and Family Services
- (n) the Division of Children and Family Services
- (o) the Division of Senior and Adult Services
- (p) the Department of Health and Human Services
- (q) the Agency of the Inspector General
- (r) the Department of Communications
- (s) the Department of Public Safety and Justice Services
- (t) the Department of Consumer Affairs
- (u) the Department of Internal Auditing
- (v) the County Treasurer
- (w) the County Prosecutor

- (3) Each office not listed in subsection 2 of this section shall designate a public records manager who shall be one of the following:
  - (a) an employee of that office or an officer of a Board, Commission, or Advisory Council,
  - (b) the Deputy Countywide Public Records Manager, or
  - (c) an employee of Cuyahoga County, approved by the Deputy Countywide Public Records Manager, in another office with responsibilities related to those of the designating office.

**(F) Public Records Manager for County Council**

The Clerk of Council is hereby designated as public records manager for Cuyahoga County Council.

**(G) Records Retention Schedules**

Each public office shall have a records retention schedule in place, which shall specify, consistent with state law, the methods by which and the length of time that records shall be kept. Such schedule shall be kept on file by each public office as a public record. For any office that has a records retention schedule in place at the time that Chapter 106 of the Cuyahoga County Code becomes effective, that records retention schedule shall remain in effect until it is amended according to the procedure set forth in Section 149.38 of the Ohio Revised Code. Each public office that does not have a records retention schedule in place at the time that Chapter 106 of the Cuyahoga County Code becomes effective shall contact the Cuyahoga County Archives to create a records retention schedule, in



accordance with the procedure set forth in Section 149.38 of the Ohio Revised Code, not later than September 30, 2013.

(H) Interim Transient Records Retention Schedule

Except to the extent that a different records retention schedule on transient communications is required for an office by state law, each public office that does not have a records retention schedule on transient communications in place at the time that Chapter 106 of the Cuyahoga County Code becomes effective shall use the transient records retention policy and schedule submitted by the County Executive and approved by the Cuyahoga County Records Commission, created in Section 204.02(A) of the Cuyahoga County Code, on August 15, 2012, until such time as the office's records retention schedule on transient communications is updated, according to the procedure set forth in Section 149.38 of the Ohio Revised Code.

(I) Publication of Public Records Policy

- (1) Each public office having public office space shall prepare a poster which shall describe the public records policy of that office, explain how to obtain public records, and name the public records manager for that office. The poster shall be displayed in a conspicuous place at the office and at any branch office where the office conducts business. Each office shall post the same information and its public records retention schedule on its web-page on the county's website.
- (2) The County Executive and the Clerk of Council shall each post on their respective web-pages the full Public Records Policy of Cuyahoga County, a summary of that policy, instructions on how to obtain public records, and a list of all of the public records managers for Cuyahoga County government and their contact information.
- (3) The Human Resources Policies and Procedures Manual issued to all employees shall include the County's Public Records policy. When any changes to the County Public Records Policy are made, the Director of Human Resources is hereby authorized to update the Human Resources Policies and Procedures Manual, and the Clerk of Council is authorized to update the Cuyahoga County Code with the approval of the Director of Law, to reflect those changes.

(J) County Website

The County shall maintain a readily accessible website, which shall include separate pages for the County Executive, the County Council, and each department in County government. The County Executive and the Clerk of County Council shall ensure that the website is regularly updated to provide

current information, including the notice, agenda, minutes, and reports of all public meetings conducted by offices within the scope of Chapter 106 of the Cuyahoga County Code and instructions on how to obtain public records.

### **106.05: Public Records Requests**

#### **(A) Form of Records Request**

Any person requesting public records shall identify the records requested with sufficient clarity to allow the public office to identify, retrieve, and review the records requested. No specific language or form is required to make the request. If the records request is not sufficiently clear, the public records manager must contact the requestor for clarification, and should assist the requestor by providing information about the manner in which the office keeps its records.

#### **(B) Identity of Requestor Not Required**

The requestor is not required to put a public records request in writing and does not need to provide his/her identity or the intended use of the records requested. The public office may request this information, particularly to aid in complying with the request, but must clearly state that providing this information is voluntary.

#### **(C) Availability of Records**

Records shall be made available promptly for inspection or copying. Public records requests shall be given priority attention in any office receiving them, but reasonable time shall be allowed to comply with requests that are large, involve records stored other than at the site where the request was made, or involving records that must be inspected for possible redaction of information exempt from the public records law. Whenever a request is received that cannot be complied with expeditiously, the public office shall provide the requestor a receipt acknowledging and describing the public records request and may provide an estimate as to when the production can be provided. An oral response shall satisfy the requirement of a receipt when the requestor does not provide an email or postal address.

#### **(D) Denial of Request and Redaction of Records**

If a public records request is denied, in part or in whole, the public office shall provide the requestor with an explanation for the denial as provided for in Section 149.43(B)(3) of the Ohio Revised Code.

#### **(E) Public Records Request Log**

- (1) Each office shall maintain a log of all public records requests received that relate to governmental operations and shall forward a copy of the log no later than at the end of each week to the Deputy Countywide Records Manager, who shall maintain a countywide public records log. Each office shall, with the approval of the Deputy Countywide Public Records Manager, determine what kinds of public records requests received by that office relate to personal or business matters, rather than governmental operations; and these requests shall not be required to be included in the log. For each public records request required to be included in the public records request log, the following information shall be provided:
  - (a) The office that received the request,
  - (b) The date that the request was received,
  - (c) The name of the requestor, if known,
  - (d) A brief description of what records were requested,
  - (e) The date that response to the request was completed,
  - (f) A brief description of any denials or redactions required.
- (2) Except as otherwise provided by court order or law, the Deputy Countywide Public Records Manager may establish procedures for logging public records requests.

#### **106.06: Costs of Public Records**

##### **(A) County Council to Determine Copy Costs for Public Records**

Persons requesting copies of public records shall be required to pay for the cost of making copies, at a rate not to exceed the actual cost of making copies, unless otherwise addressed in Section 106.07(B). Payment in advance may be required.

Starting in calendar year 2011, the County Council shall biennially (once every two years) determine and establish the copying costs for public records.

##### **(B) Interim Copy Costs for Public Records**

Except as otherwise provided by court order or law, the following copying costs shall apply until the County Council first determines and establishes copying costs for public records:

- (1) The charge for paper copies shall be three cents (\$.03) per page. The charge shall be waived when less than one dollar (\$1.00).
- (2) The charge for computer files downloaded to a compact disc shall be the actual cost, not to exceed \$1.26 per disc. The charge shall be waived when only one (1) disc is required to fulfill the request.

- (3) There shall be no charge for copies provided by email.
- (4) Each public office shall have the discretion to waive copying costs when it determines that it is practical and cost-effective to do so, provided that the public office follows a consistent policy on waiver of copying fees for all requestors.

### **106.07: Public Records Training**

All elected public officials and public records managers shall attend training on public records policy approved by the Ohio Attorney General, as provided for in Section 109.43 of the Ohio Revised Code. Each public office shall encourage other appropriate persons to receive public records training.

### **204.02(A): County Records Commission**

#### **1. Creation of County Records Commission**

There is hereby created, the County Records Commission, which shall succeed and replace the current County Records Commission. The County Records Commission shall consist of the County Executive, who shall serve as chairperson, the President of County Council, the Prosecuting Attorney, the Fiscal Officer, and the Clerk of Courts of Common Pleas.

#### **2. Appointment of Designees**

Each member of the County Records Commission shall appoint one designee, an employee of his/her office who is knowledgeable about the maintenance of public records, who shall attend meetings of the County Records Commission whenever the member is unable to do so. The County Executive may appoint his or her designee from any County office or department.

#### **3. Powers and Duties of County Records Commission**

The County Records Commission shall have all the powers and perform all the duties of County Records Commissions provided for in Section 149.38 of the Ohio Revised Code, including, but not limited to, the power to recommend applications for one-time disposal of records or proposed records retention schedules to the Ohio Historical Society.

#### **4. Rules and Procedures of the County Records Commission**

The County Records Commission shall adopt its own rules and procedures, which shall be consistent with Section 149.38 of the Ohio Revised Code. Until such time as the County Records Commission adopts such rules, it shall operate under the

rules of the prior County Records Commission that existed prior to the enactment of this Section of the Cuyahoga County Code.

5. Meetings of the County Records Commission

The County Records Commission shall meet at the call of the chair as often as needed to respond to proposed records retention schedules and proposed one-time disposals of records, but shall meet a minimum of once every six (6) months.

6. County Records Commission Action on Records Proposals

Within sixty (60) days after receiving a request for one-time disposal of records or a proposed records retention schedule from any office, the County Records Commission shall either approve the request and send it to the Ohio Historical Society for its consideration or return the request disapproved to the office that submitted it with a letter stating the reasons for disapproval.

**SECTION 2.** It is necessary that this Ordinance become immediately effective for the usual daily operation of the County and the reasons set forth in the preamble. Provided that this Ordinance receives the affirmative vote of at least eight members of Council, it shall take effect and be in force immediately upon the earliest occurrence of any of the following: (1) its approval by the County Executive through signature, (2) the expiration of the time during which it may be disapproved by the County Executive under Section 3.10(6) of the Cuyahoga County Charter, or (3) its passage by at least eight members of Council after disapproval pursuant to Section 3.10(7) of the Cuyahoga County Charter. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

**SECTION 3.** It is found and determined that all formal actions of this Council relating to the adoption of this Ordinance were adopted in an open meeting of the Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

On a motion by \_\_\_\_\_, seconded by \_\_\_\_\_, the foregoing Ordinance was duly enacted.

Yeas:

Nays:

\_\_\_\_\_  
County Council President

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_

County Executive

Date

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Date

First Reading/Referred to Committee: January 22, 2013

Committee(s) Assigned: Council Operations & Intergovernmental Relations

Committee Report/Second Reading: May 14, 2013

Legislation Substituted on the Floor: May 28, 2013

Journal CC010

May 28, 2013

# County Council of Cuyahoga County, Ohio

## Resolution No. R2013-0100

Sponsored by: <b>County Executive FitzGerald/Fiscal Officer/Office of Budget &amp; Management</b>	<b>A Resolution</b> amending the 2012/2013 Biennial Operating Budget for 2013 by providing for additional fiscal appropriations from the General Fund and other funding sources, for appropriation transfers between budget accounts, and for cash transfers between budgetary funds, in order to meet the budgetary needs of various County departments, offices, and agencies; and declaring the necessity that this Resolution become immediately effective.
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WHEREAS, on December 11, 2012, the Cuyahoga County Council adopted the Biennial Operating Budget and Capital Improvements Program Update for 2013 (Resolution No. R2012-0232) establishing the 2013 biennial budget update for all County departments, offices and agencies; and

WHEREAS, it is necessary to adjust the Biennial Operating Budget for 2013 to reflect budgetary funding increases, funding reductions, to transfer budget appropriations, and to transfer cash between budgetary funds, in order to accommodate the operational needs of certain County departments, offices, and agencies; and

WHEREAS, it is further necessary that this Resolution become immediately effective in order that critical services provided by Cuyahoga County can continue and to provide for the usual, daily operation of County departments, offices, and agencies.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF CUYAHOGA COUNTY, OHIO:**

**SECTION 1.** That the 2012/2013 Biennial Operating Budget for 2013 be amended to provide for the following additional appropriation increases and decreases:

<u>Fund Nos./Budget Accounts</u>	<u>Journal Nos.</u>
A. 20A267 – Public Defender HHS PD141333 – Public Defender HHS Personal Services	<b>BA1302156</b>  \$ (61,435.91)

Funding Source: Funding is from the Health and Human Services Levy Fund.

B.	01A001 – General Fund PD140053 – Public Defender Personal Services	\$ 61,435.91	<b>BA1302192</b>
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Funding Source: Funding from the General Fund.

C.	54P570 – Broadview Road Drill Drop Project - Parma ST541136 – Broadview Road Drill Drop Project - Parma Other Expenses	\$ 300,000.00	<b>BA1302197</b>
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Funding Source: Financing is provided through the Water Pollution Control Fund of the Ohio Environmental Protection Agency. A 20-year loan will finance the project and Sewer District 1A (Parma) cash balances will finance the debt service.

D.	40A526 – Ohio Department of Transp. – Local Projs. Admin. CE785006 – ODOT - LPA Personal Services	\$ 14,787.62	<b>BA1302198</b>
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Funding Source: The source of funding for this project is \$400,000 from Federal Highway Administration funds passed through the Ohio Department of Transportation, \$44,000 County Road and Bridge funds, and the remaining approximate \$56,000 divided between the other counties along the byway (48% Summit, 34% Tuscarawas, and 18% Stark).

E.	01A001 – General Fund SH350470- Sheriff Jail Operations Capital Outlays	\$ 244,698.00	<b>BA13022224</b>
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Funding Source: Funding is from the General Fund covering the period January 1, 2013 through December 31, 2013.

F1.	24A301 – Children and Family Services CF135467 – Administrative Services Other Expenses	\$ (19,109.64)	<b>BA1302141</b>
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F2.	20A303 – Children Services Fund CF134015 –Client Supportive Services Other Expenses	\$ 19,109.64	<b>BA1302142</b>
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Funding Source: The monies came from donations earmarked to be used for children-related services.



G.	20A635 – Title IV-E – Juvenile Court JC517326 – Title IV-E Administration – Juvenile Court Capital Outlay	\$ 10,000.00	<b>BA1302218</b>
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Funding Source: Revenues comes in the form of reimbursements through Title-IV-E of the Social Security Act for County expenses associated with the placement of children who are at risk or victims of abuse or neglect.

H.	01A001 – General Fund MI512780 – IT Reserve Capital Capital Outlay	\$ 65,000.00	<b>BA1302219</b>
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Funding Source: Funding comes from the General Fund reserves used for technology purchases and replacements.

I.	21A421 – Youth Services Subsidy JC753236 - Program Administration FY12-000 Capital Outlay	\$ 20,000.00	<b>BA1302220</b>
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Funding Source: Funding comes from state fiscal year 2013 RECLAIM grants (Reasoned and Equitable Community and Local Alternatives to the Incarceration of Minors) administered by the Ohio Department of Youth Services. The grant period will end June 30, 2013.

J1.	01A001 – General Fund IT601021 – IT Administration Other Expenses	\$ (19,772.31)	<b>BA1302221</b>
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J2.	01A001 – General Fund IT601047 – Web & Multi-Media Development Other Expenses	\$ (2,902.00)	
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J3.	01A001 – General Fund IT601088 – Security and Disaster Recovery Other Expenses	\$ (23,098.72)	
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J4.	01A001 – General Fund IT601096 – Engineering Services Other Expenses	\$ (19,644.58)	
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J5.	01A001 – General Fund IT601104 – Mainframe Operation Services Other Expenses Capital Outlay	\$ (321,882.13) \$ (6,000.00)	
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J6.	01A001 – General Fund IT601179 – User Supply Other Expenses	\$ (9.00)	
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J7.	01A001 – General Fund		
	IT601138 – WAN Services		
	Other Expenses	\$	(28,660.20)
	Capital Outlay	\$	(2,206.00)

Funding Source: Funding comes from the General Fund.

K.	20A819 – Geographic Information System			<b>BA1302221</b>
	IT470591 – Geographic Information System			
	Other Expenses	\$	(25,768.00)	
	Capital Outlay	\$	(662.50)	

Funding Source: Funding comes primarily from the Real Estate Assessment fund, which receives funding from a fee applied to moneys collected on any tax duplicate other than estate taxes.

**SECTION 2.** That the 2012/2013 Biennial Operating Budget for 2013 be amended to provide for the following appropriation transfers:

<u>Fund Nos./Budget Accounts</u>		<u>Journal Nos.</u>	
A. FROM:	01A001 – General Fund		<b>BA1302204</b>
	CC012054 – Human Resources (Inactive)		
	Other Expenses	\$	143.39
TO:	01A001 – General Fund		
	CC011106 – County Administrator (Inactive)		
	Other Expenses	\$	143.39

Funding Source: General Fund.

B. FROM:	01A001 – General Fund		<b>BA13022172</b>
	PR191056 – Prosecutor’s General Office		
	Other Expenses	\$	50,000.00
TO:	01A001 – General Fund		
	PR191056 – Prosecutor’s General Office		
	Capital Outlays	\$	50,000.00

Funding Source: Funding is from the General Fund covering the period January 1, 2013 through December 31, 2013.

C. FROM:	21A281 – NEORFC-FY09 Urban Area Security Initiative		<b>BA1302222</b>
	JA741447 – NEORFC-FY09 Urban Area Security Initiative		
	Personal Services	\$	39,500.00

TO: 21A281 – NEORFC-FY09 Urban Area Security Initiative  
 JA741447 – NEORFC-FY09 Urban Area Security Initiative  
 Other Expenses \$ 39,500.00

Funding Source: Funding is from the United States Department of Homeland Security covering the period August 1, 2009 through May 30, 2014.

D. FROM: 21A888 – Justice System Reform Initiative **BA1302225**  
 JA762948 – Justice System Reform Initiative  
 Other Expenses \$ 2,975.92

TO: 21A888 – Justice System Reform Initiative  
 JA762948 – Justice System Reform Initiative  
 Capital Outlays \$ 2,975.92

Funding Source: Funding is from the State Justice Institute covering the period July 1, 2006 through June 30, 2009.

**SECTION 3.** That the 2012/2013 Biennial Operating Budget for 2013 be amended to provide for the following cash transfers between County funds.

**Fund Nos. /Budget Accounts** **Journal Nos.**

A. FROM: 21A762 – Port Security Grant **JT1305185**  
 JA767855 – Port Security Grant FFY09-2009/2012  
 Transfer Out \$ 57,512.63

TO: 21A308 – EMA FY2009 Port Security WMD Exercise Program  
 JA769984-Port Wide WMD Maritime Exercise  
 Revenue Transfer \$ 57,512.63

Funding Source: Funding is from the United States Department of Homeland Security passed through the Ohio Emergency Management Agency covering the period August 1, 2010 through March 31, 2013.

**SECTION 4.** It is necessary that this Resolution become immediately effective for the usual daily operation of the County and the reasons set forth in the preamble. Provided that this Resolution receives the affirmative vote of at least eight members of Council, it shall take effect and be in force immediately upon the earliest occurrence of any of the following: (1) its approval by the County Executive through signature, (2) the expiration of the time during which it may be disapproved by the County Executive under Section 3.10(6) of the Cuyahoga County Charter, or (3) its passage by at least eight members of Council after disapproval pursuant to Section 3.10(7) of the Cuyahoga County Charter. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.





EDWARD FITZGERALD  
Cuyahoga County Executive

CUYAHOGA COUNTY  
FISCAL OFFICER



May 21, 2012

Clerk of County Council

Dear Ms. Schmotzer:

A brief summary of the fiscal items that will be submitted for consideration for adoption on first reading at the regular County Council meeting scheduled for May 28, 2013, are presented below.

**Additional Appropriation Summary** – Additional appropriations are needed when there is a new or increased revenue source, or a revision to the original appropriation level that is required to cover expenditures that exceed the original estimate. A budget review document is provided for General Fund and Health & Human Services Levy Fund impact items.

A reduction in appropriation is requested in conjunction with the close-out of a program, grant, project or decertification of an encumbrance.

\* Impact of fiscal item is included in the current projection and ending fund balance.

General Fund/Health & Human Services*	Amount
Public Defender – A decrease in appropriation from Health & Human Services division with a corresponding increase appropriation from the General Fund. (\$61,435.91)	\$0.00
Sheriff – Additional appropriation to upgrade the IMACSA V Jail Records Management System. Funding is from funds transferred from the Jail Commissary Fund.	\$244,698.00
Information Technology Reserve Capital – An increase in appropriation to cover the purchase of enterprise class storage array to replace legacy lower tier storage array. Funding is from the General Fund.	\$65,000.00
Information Technology – Decreasing appropriation in various IT accounts from decertified contracts that have expired and are no longer needed. Funding is from the General Fund.	-\$424,174.94
<b>TOTAL</b>	<b>(\$114,476.94)</b>

Other Operating Funds	Amount
Children & Family Services – A decrease in appropriation from Administrative services and a corresponding increase in Client Supportive Services to cover anticipated independent living expenses. Funding is from the balance in the agency’s former Special Opportunity & Services account from donations earmarked for child related services. (19,109.64)	\$0.00
Juvenile Court – An increase in appropriation to cover the purchase of eleven laptops for probation officers. Funding is from reimbursements through Title-IV-E of the Social Security Act.	\$10,000.00
Juvenile Court – Additional appropriation to cover the purchase of video conferencing carts. Funding is from 2013 RECLAIM grant from the Ohio Department of Youth Services.	\$20,000.00
Information Technology/Geographic Information System – Decrease in appropriation from contracts that have been decertified and no longer needed. Funding is from the Real Estate Assessment Fund.	-\$26,430.50
<b>TOTAL</b>	<b>\$3,569.50</b>

Grants/Projects	Amount
Public Works/Sanitary Engineer – To appropriate funding for the Broadview Road Drill Drop project in Parma. Funding is provided through the Ohio Environmental Protection Agency’s Water Pollution Control Fund through a 20-year loan, and Sewer District 1A (Parma) will finance the debt service.	\$300,000.00
Public Works/Road & Bridge – Additional appropriation to cover labor costs for the Scenic Byway Signage project. Funding is from Federal Highway Administration Funds, County Road & Bridge fund and balance from	\$14,787.62

other counties along the byway.	
<b>TOTAL</b>	<b>\$314,787.62</b>

<b>Total Additional Appropriations - All Funds</b>	<b>\$203,880.18</b>
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The following represents the overall changes made to the Annual Appropriation Measure for 2013 since its adoption on December 11, 2012 Resolution R2012-0232. The changes reflect the Additional Appropriations, Appropriation Transfers and Cash Transfers to the original adopted appropriation resolution.

<b>APPROPRIATION STATUS SUMMARY:</b>			<b>Adjusted Annual</b>
	<b>05/14/2013 Agenda</b>	<b>Year to Date*</b>	<b>Appropriation</b>
General Fund Impact	\$ (53,041.03)	\$ 361,708,846.00	\$ 371,646,434.85
HHS Levy Impact	\$ (61,435.91)	\$ 222,615,901.00	\$ 205,299,525.97
Other Fund Impact	\$ <u>318,357.12</u>	\$ <u>919,467,552.00</u>	\$ <u>975,284,883.04</u>
<b>Total Impact</b>	<b>\$ 203,880.18</b>	<b>\$ 1,503,792,299.00</b>	<b>\$ 1,552,230,843.86</b>

\* 2013 appropriation levels adopted by resolution R2012-0232 on December 11, 2012.

**Appropriation Transfer Summary** – Is a transfer of appropriation between two or more budget accounts or between different expenditure categories within the same budget account.

<b>General Fund/Health &amp; Human Services</b>	<b>Amount</b>
Human Resources – Realigning appropriation to restore appropriation to the former County Administrator fund to cover a contract that does not expire until 2016. Funding is from the General Fund.	\$143.39
Prosecutor – Realigning appropriation within the General Office account to cover the purchase of furniture replacement. Funding is from the General Fund.	\$50,000.00
<b>TOTAL</b>	<b>\$50,143.39</b>

<b>Grants/Projects</b>	<b>Amount</b>
Justice Services – Realigning appropriation within the NEORFC FY09 Urban Area Security Initiative to cover a final cash transfer and close-out the grant. Funding is from the U.S. Department of Homeland Security.	\$39,500.00
Justice Services – Realigning appropriation within the Justice System Reform Initiative in preparation of grant closure. Funding is from the State Justice Institute.	\$2,975.92
<b>TOTAL</b>	<b>\$42,475.92</b>

<b>Total Appropriation Transfers - All Funds</b>	<b>\$92,619.31</b>
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**Cash Transfer Summary** – Operating transfers support operating expenditures, related to a cash matches for a grants, transfer of taxes or fees to a debt service fund, transfers from the General Fund to a capital project fund or operating subsidies to special revenue funds, enterprise funds, or internal service funds. This type of transaction posts as an expenditure and sufficient appropriation must be available to process the transaction.

<b>Grants/Projects</b>	<b>Amount</b>
Justice Services – A cash transfer to reimburse expenses for maritime exercises reported for November 2012 through April 2013. Funding is from the U.S. Department of Homeland Security.	\$57,512.63
<b>TOTAL</b>	<b>\$57,512.63</b>

<b>Total Cash Transfers - All Funds</b>	<b>\$57,512.63</b>
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Thank you for your consideration regarding this matter.

Sincerely,



Matthew Rubino

Director, Office of Budget & Management

[mrubino@cuyahogacounty.us](mailto:mrubino@cuyahogacounty.us)

(216) 443-7448

Fax: (216) 443-8193

## MEMORANDUM

TO: Jeanne Schmotzer, Clerk of Council

FROM: Matthew Rubino, Director, Office of Budget & Management

DATE: May 21, 2013

RE: Agenda Items

The Office of Budget & Management is requesting that the following fiscal items be presented to the members of County Council for their consideration for approval on first reading at the meeting of May 28, 2013. The requested fiscal items including additional appropriations, appropriation transfers, and cash transfers meet agency budgetary needs.

### **Resolution: Additional Appropriations**

A.	20A267 – Public Defender HHS		<b>BA1302156</b>
	PD141333 – Public Defender HHS		
	Personal Services	\$	(61,435.91)

Request to decrease appropriation of funding from the Health and Human Services Levy Fund; a General Fund appropriation is also being requested, therefore this request does not reflect a reduction in expenses or services.

B.	01A001 – General Fund		<b>BA1302192</b>
	PD140053 – Public Defender		
	Personal Services	\$	61,435.91

Request to increase appropriation of funding from the General Fund; this request is in response to a requested decrease in funding from the Health and Human Services Levy Fund, therefore this request does not reflect a reduction in expenses or services.

C.	54P570 – Broadview Road Drill Drop Project - Parma		<b>BA1302197</b>
	ST541136 – Broadview Road Drill Drop Project - Parma		
	Other Expenses	\$	300,000.00

Additional appropriation is requested to fund the Broadview Road Drill Drop project in Parma. Financing is provided through the Water Pollution Control Fund of the Ohio Environmental Protection Agency. A 20-year loan will finance the project and Sewer District 1A (Parma) cash balances will finance the debt service.

Fiscal Office  
Office of Budget & Management  
1219 Ontario Street, Cleveland, OH 44113, (216) 443-7220, FAX (216) 443-8193  
Ohio Relay Service (TTY) 711



D.	40A526 – Ohio Department of Transp. – Local Projs. Admin. CE785006 – ODOT - LPA Personal Services	\$ 14,787.62	<b>BA1302198</b>
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Additional appropriation is requested to cover labor costs for the Scenic Byway Signage project. The source of funding for this project is \$400,000 from Federal Highway Administration funds passed through the Ohio Department of Transportation, \$44,000 County Road and Bridge funds, and the remaining approximate \$56,000 divided between the other counties along the byway (48% Summit, 34% Tuscarawas, and 18% Stark).

E.	01A001 – General Fund SH350470- Sheriff Jail Operations Capital Outlays	\$ 244,698.00	<b>BA13022224</b>
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Increase appropriations in the Sheriff's Jail Operations account for an upgrade to the IMACSA V Jail Records Management System. The increase is supported by a deposit made into the General Fund from the Sheriff's discretionary commissary fund on May 10, 2013, Revenue Receipt Number RR1305266-01. There is no General Fund impact as a result of the increase in appropriations due to the recent deposit in the General Fund that was no previously anticipated in the budget. Funding is from the General Fund covering the period January 1, 2013 through December 31, 2013.

F1.	24A301 – Children and Family Services CF135467 – Administrative Services Other Expenses	\$ (19,109.64)	<b>BA1302141</b>
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F2.	20A303 – Children Services Fund CF134015 –Client Supportive Services Other Expenses	\$ 19,109.64	<b>BA1302142</b>
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The Division of Children and Family Services request to decrease appropriation as result of an unused encumbrance that was just recently decertified and is being requested to be moved between funds in order to cover anticipated independent living expenses. The appropriation represented a pre-encumbrance established in 2000 from the balance in the agency's former Special Opportunity & Services account. The monies came from donations earmarked to be used for children-related services.

G.	20A635 – Title IV-E – Juvenile Court JC517326 – Title IV-E Administration – Juvenile Court Capital Outlay	\$ 10,000.00	<b>BA1302218</b>
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An appropriation increase would be used to purchase eleven laptops for probation officers. Revenues comes in the form of reimbursements through Title-IV-E of the Social Security Act for County expenses associated with the placement of children who are at risk or victims of abuse or neglect.

H.	01A001 – General Fund MI512780 – IT Reserve Capital Capital Outlay	\$ 65,000.00	<b>BA1302219</b>
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The Department of Information Technology plan to purchase enterprise class storage array to replace legacy lower tier storage array. Most of the purchase price (\$300,000.00) will be paid

from a capital account with the balance paid from this IT Capital Reserve. Funding comes from the General Fund reserves used for technology upgrades and replacements.

I.	21A421 – Youth Services Subsidy JC753236 - Program Administration FY12-000 Capital Outlay	\$ 20,000.00	<b>BA1302220</b>
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The Juvenile Court requests appropriation to purchase video conferencing carts to enable video conferencing with off-site service providers and family members. Funding comes from state fiscal year 2013 RECLAIM grants (Reasoned and Equitable Community and Local Alternatives to the Incarceration of Minors) administered by the Ohio Department of Youth Services. The grant period will end June 30, 2013.

J1.	01A001 – General Fund IT601021 – IT Administration Other Expenses	\$ (19,772.31)	<b>BA1302221</b>
J2.	01A001 – General Fund IT601047 – Web & Multi-Media Development Other Expenses	\$ (2,902.00)	
J3.	01A001 – General Fund IT601088 – Security and Disaster Recovery Other Expenses	\$ (23,098.72)	
J4.	01A001 – General Fund IT601096 – Engineering Services Other Expenses	\$ (19,644.58)	
J5.	01A001 – General Fund IT601104 – Mainframe Operation Services Other Expenses Capital Outlay	\$ (321,882.13) \$ (6,000.00)	
J6.	01A001 – General Fund IT601179 – User Supply Other Expenses	\$ (9.00)	
J7.	01A001 – General Fund IT601138 – WAN Services Other Expenses Capital Outlay	\$ (28,660.20) \$ (2,206.00)	

The Department of Information Technology has a new budget structure effective January 2013 for its newly consolidated organization structure. The former Information Services Center (ISC) budget had numerous contract certifications. The Department of Information Technology received an appropriation increase in March, 2013 for all of the contract certifications that remained in the former ISC budget (R2013-0057; BA1302037). Since then, a review of those contracts has revealed that many of them are expired and no longer needed, and those contracts have been decertified. This request would reduce the appropriation for those contracts. Funding comes from the General Fund.

K.	20A819 – Geographic Information System		
	IT470591 – Geographic Information System		
	Other Expenses	\$	(25,768.00)
	Capital Outlay	\$	(662.50)

The Geographic Information System received appropriation for contracts that had been certified prior to the 2013 budget update so that those contracts could be moved to the current budget. This appropriation decrease would reduce the appropriation for those contracts which have since been decertified. Funding comes primarily from the Real Estate Assessment fund, which receives funding from a fee applied to moneys collected on any tax duplicate other than estate taxes.

**Resolution: Appropriation Transfers:**

A.	FROM:	01A001 – General Fund		<b>BA1302204</b>
		CC012054 – Human Resources (Inactive)		
		Other Expenses	\$	143.39
	TO:	01A001 – General Fund		
		CC011106 – County Administrator (Inactive)		
		Other Expenses	\$	143.39

An appropriation transfer is requested to correct an earlier item from Resolution no. R2013-0067 that would have eliminated excess appropriation from an expired contract. The contract period does not end until 2016, so the contract cannot be decertified and the appropriation cannot be reduced from the inactive County Administrator account. This transfer restores appropriation that was removed in R2013-0067 using excess appropriation from a different old administration account.

B.	FROM:	01A001 – General Fund		<b>BA13022172</b>
		PR191056 – Prosecutor’s General Office		
		Other Expenses	\$	50,000.00
	TO:	01A001 – General Fund		
		PR191056 – Prosecutor’s General Office		
		Capital Outlays	\$	50,000.00

Transfer appropriations within the Prosecutor’s General Office account for furniture replacement. Funding is from the General Fund covering the period January 1, 2013 through December 31, 2013.

C.	FROM:	21A281 – NEORFC-FY09 Urban Area Security Initiative		<b>BA1302222</b>
		JA741447 – NEORFC-FY09 Urban Area Security Initiative		
		Personal Services	\$	39,500.00
	TO:	21A281 – NEORFC-FY09 Urban Area Security Initiative		
		JA741447 – NEORFC-FY09 Urban Area Security Initiative		
		Other Expenses	\$	39,500.00

Transfer appropriations within the Northeast Ohio Regional Fusion Center-FY2009 Urban Area Security Initiative in preparation of final operating transfers and closure to the grant. Funding is from the United States Department of Homeland Security covering the period August 1, 2009 through May 30, 2014.

D.	FROM:	21A888 – Justice System Reform Initiative		<b>BA1302225</b>
		JA762948 – Justice System Reform Initiative		
		Other Expenses	\$	2,975.92
	TO:	21A888 – Justice System Reform Initiative		
		JA762948 – Justice System Reform Initiative		
		Capital Outlays	\$	2,975.92

Transfer appropriations within the Justice System Reform Initiative grant in preparation of closure. Funding is from the State Justice Institute covering the period July 1, 2006 through June 30, 2009.

**Resolution: Cash Transfers:**

A.	FROM:	21A762 – Port Security Grant	<b>JT1305185</b>
		JA767855 – Port Security Grant FFY09-2009/2012	
		Transfer Out	\$ 57,512.63
	TO:	21A308 – EMA FY2009 Port Security WMD Exercise Program	
		JA769984-Port Wide WMD Maritime Exercise	
		Revenue Transfer	\$ 57,512.63

To reimburse expenses reported on the November 2012 through April 2013 financial reports for maritime exercises through an approved intra agency agreement between Public Safety/Justice Services and the Office of Emergency Management. Funding is from the United States Department of Homeland Security passed through the Ohio Emergency Management Agency covering the period August 1, 2010 through March 31, 2013.

# County Council of Cuyahoga County, Ohio

## Resolution No. R2013-0093

Sponsored by: <b>County Executive FitzGerald/ Department of Development</b>	<b>A Resolution</b> authorizing the issuance and sale of County of Cuyahoga, Ohio Taxable Economic Development Revenue Bonds, Series 2013 (Flats East Development, LLC Project) in a principal amount not-to-exceed \$17,000,000.00 for the purpose of assisting in financing the costs of a “Project” within the meaning of Chapter 165, Ohio Revised Code, paying capitalized interest, funding a debt service reserve fund and paying costs of issuance; providing for a guaranty for the payment of such bonds; authorizing the execution of various documents required in connection with said bond issuance and authorizing and approving related matters; and declaring the necessity that this Resolution become immediately effective.
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**WHEREAS**, the County of Cuyahoga, Ohio (the “Issuer”), a county and political subdivision duly organized and validly existing under the laws of the State of Ohio, by virtue of the laws of the State of Ohio (the “State”), including Article VIII, Section 13 of the Constitution of the State and Chapter 165 of the Ohio Revised Code, as amended (the “Act”), is authorized and empowered among other things (a) to issue its Taxable Economic Development Revenue Bonds, Series 2013 (Flats East Bank Phase II Project) in an aggregate principal amount not to exceed \$17,000,000 (the “Bonds”), and loaning the proceeds of the Bonds to Flats East Development LLC, an Ohio limited liability company (“Borrower”), to (i) finance a portion of the costs of acquiring, constructing, equipping, furnishing and improving a “project”, as defined in Section 165.01, as amended, Ohio Revised Code, including but not limited to commercial facilities constituting approximately 235,000 square feet of new market rate residential rental units and approximately 80,000 square feet of ground level retail and restaurant space, (ii) pay capitalized interest, (iii) fund a debt service reserve fund and (iv) pay costs of issuance (collectively, the “Series 2013 Project”); (b) to guaranty the payment of the Bonds; and (c) to enact this Bond Resolution (the “Bond Resolution”) and execute and deliver the agreements and instruments hereinafter identified; and

**WHEREAS**, the Cuyahoga County Community Improvement Corporation (“CCCIC”) approved the issuance of the Bonds in the maximum aggregate amount of \$17,000,000 and the related Issuer guaranty (the “Guaranty”) at its annual meeting on March 20, 2013; and

**WHEREAS**, this Council of the County of Cuyahoga, Ohio (this “Council”), pursuant to the foregoing authority and at the request of, and based upon the representations of the Borrower, has determined that it is willing to authorize the issuance and sale of the Bonds in the aggregate maximum principal amount of \$17,000,000 to assist in the financing of the Project, and in connection with that issuance and sale, to adopt this Bond Resolution, to enter into the Issuer Documents (as hereinafter defined) and to execute and deliver certain other statements, documents and instruments upon the terms set forth in this Bond Resolution and those documents and instruments; and

**WHEREAS**, the Bonds will be issued pursuant to the provisions of the Act and a Trust Agreement (the “Trust Agreement”), by and between the Issuer and The Huntington National Bank, as trustee (the “Trustee”); and

**WHEREAS**, neither the Bonds nor the Guaranty shall represent or constitute a general obligation, debt or bonded indebtedness, or a pledge of moneys raised by taxation or the faith and credit of the Issuer, the State or any political subdivision thereof, and the holders of the Bonds shall not be given and shall not have any right to have excises or taxes levied by this Council or the Issuer, or the State or the taxing authority of any political subdivision thereof, for the payment of bond service charges, and the Bonds will be payable solely from Revenues (as defined in the Trust Agreement) and other monies available to the Borrower; and

**WHEREAS**, amounts due under the Guaranty shall be payable by the Issuer from Nontax Revenues, subject to appropriation by this Council;

**WHEREAS**, the Act provides, among other things, that, to create or preserve jobs and employment opportunities and to improve the economic welfare of the people of the State, it is in the public interest and a proper public purpose for the State or its political subdivisions, including the Issuer, to guarantee loans to provide moneys for the acquisition, construction, enlargement, improvement, or equipping of property, structures, equipment, and facilities within the State for commerce; and

**NOW THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF CUYAHOGA COUNTY, OHIO, THAT:**

**SECTION 1. Definitions.**

(a) As used herein, the following capitalized words and terms shall have the following definitions, unless the context or use indicates another or different meaning or intent:

(i) “County Executive” means the Cuyahoga County Executive.



(ii) “Fiscal Officer” means the Cuyahoga County Fiscal Officer.

(iii) “Guaranteed Bond Service Charges” means any interest on or scheduled principal (including mandatory sinking fund installments) of the Bonds payable during a Guaranty Period.

(iv) “Guaranty” means the Guaranty Agreement between the Issuer, Borrower, and the Trustee, to be dated as of the same date as the Bonds, as authorized pursuant to Section 10 hereof and as the same may be modified, amended or supplemented from time to time in accordance with its terms.

(v) “Guaranty Period” means, as the case may be, the Initial Guaranty Period or any Subsequent Guaranty Period.

(vi) “Initial Guaranty Period” means the calendar year 2013.

(vii) “Nontax Revenues” shall include all money of the Issuer that is not money raised by taxation, to the extent lawfully available, including, but not limited to the following: (a) grants from the United States of America and the State, (b) payments in lieu of taxes now or hereafter authorized by State statute; (c) fines and forfeitures that are deposited in the Issuer’s General Fund; (d) fees deposited in the Issuer’s General Fund from properly imposed licenses and permits; (e) investment earnings on the Issuer’s General Fund and that are credited or transferred to the Issuer’s General Fund; (f) investment earnings of other funds of the Issuer that are credited to the Issuer’s General Fund; (g) proceeds from the sale of assets that are deposited in the Issuer’s General Fund; (h) rental income that is deposited in the Issuer’s General Fund; (i) gifts and donations that are received and deposited in the Issuer’s General Fund; and (j) charges for services and payments received in reimbursement for services that are deposited in the Issuer’s General Fund.

(viii) “Payment Date” means any Interest Payment Date or any date on which a scheduled payment of principal or of a mandatory sinking fund installment of the Bonds is due.

(ix) “Subsequent Guaranty Period” means any calendar year subsequent to the Initial Guaranty Period during which any Bonds remain outstanding and for which all conditions precedent to the renewal of the Guaranty for such year set forth in Section 8 hereof have been met.

(b) All other capitalized terms used herein and those not otherwise defined herein shall have the respective meanings given to them in the Trust Agreement with respect to the Bonds.

(c) Any reference herein to the Issuer, or to any officers or members thereof, shall include those which succeed to their functions, duties or responsibilities pursuant to or by operation of law or who are lawfully performing their functions.

(d) Unless the context shall otherwise indicate, words importing the singular number shall include the plural number, and vice versa, and the terms “hereof,” “hereby,” “hereto,” “hereunder,” and similar terms, mean this Bond Resolution.

**SECTION 2. Determination of Issuer.** This Council hereby finds and determines, based on the information and representations provided by the Borrower and Bond Counsel, that the issuance of the Bonds for the purpose of financing the Series 2013 Project and execution of the Guaranty, in accordance with the terms set forth herein, is consistent with the purposes of the Constitution of the State and the Act and will benefit the people of the Issuer by creating or preserving jobs and employment opportunities and promoting the industrial, commercial and economic development of the Issuer and the State. Provision of the loan to assist in the financing of the Series 2013 Project will require the issuance, sale and delivery of the Bonds.

**SECTION 3. Authorization of Bonds.** It is hereby determined to be necessary to, and the Issuer shall, issue, sell and deliver, as provided herein and pursuant to the authority of the Act, the Bonds, all in accordance with the provisions of the Loan Agreement between the Issuer and the Borrower (the “Loan Agreement”). The Bonds shall be designated “Taxable Economic Development Revenue Bonds, Series 2013 (Flats East Bank Phase II Project).”

**SECTION 4. Terms and Execution of the Bonds.** The Bonds shall be issued in the form and denominations, shall be numbered, dated and payable as provided in the Trust Agreement. The Bonds shall mature no later than June 1, 2038, and have such terms, and be subject to mandatory and optional redemption as provided in the Trust Agreement. This Board hereby determines that the interest rate on the Bonds shall be a variable rate that shall be determined in the manner and pursuant to the provisions of the Trust Agreement. The Bonds shall be executed on behalf of the Issuer by the manual or facsimile signature of the County Executive. In case any officer whose signature or a facsimile thereof shall appear on the Bonds shall cease to be such officer before the issuance or delivery of the Bonds, such signature or facsimile thereof shall nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until after that time.

The form of the Bonds substantially in the form set forth in Exhibit A to the Trust Agreement, subject to appropriate revisions in order to comply with the provisions of the Trust Agreement, is hereby approved, and when the same shall

be executed on behalf of the Issuer by the appropriate officer thereof in the manner contemplated hereby and by the Trust Agreement, in an aggregate principal amount of up to \$17,000,000, shall represent the approved form of the Bonds.

The Bonds initially shall be issued only in fully registered form as described in the Trust Agreement.

**SECTION 5. Authorization of Trust Agreement, Loan Agreement, Guaranty, Bond Purchase Agreement, and All Other Documents to be Executed by the Issuer.** To provide for the issuance and sale of the Bonds, and to better secure the payment of the principal of, and premium, if any, and interest on, the Bonds as the same shall become due and payable, the County Executive and the County Executive's Chief of Staff as the County Executive's designee pursuant to Executive Order No. 02011-0002, and each of them, is hereby authorized and directed to execute, acknowledge and deliver in the name and on behalf of the Issuer, the Trust Agreement, the Guaranty, the Loan Agreement and the Bond Purchase Agreement (collectively, the "Issuer Documents") in substantially the forms on file with the Clerk of this Council, which are hereby approved, with such changes requested and approved by the County Prosecutor's office and Issuer's Counsel, and any changes not materially inconsistent with this Bond Resolution and not adverse to the Issuer as may be permitted by the Act and approved by the officers executing the same on behalf of the Issuer. The approval of such changes by said officer, and that such are not adverse to the Issuer, shall be conclusively evidenced by the execution and delivery of such Issuer Documents by such officer.

The County Executive, the Chief of Staff as authorized designee of the County Executive, the Fiscal Officer and the Clerk of this Council are each hereby separately authorized to take any and all actions and to execute such financing statements, assignments, certificates and other documents and instruments that may be necessary or appropriate in the opinion of Bond Counsel and Issuer's Counsel, in order to effect the issuance of the Bonds and the intent of this Bond Resolution, including taking all actions necessary to complete the sale of the Bonds under the "blue sky" laws of any jurisdiction; provided that the Issuer shall not be required to submit to service of process in connection with any such "blue sky" action in any state except the State. The Clerk of this Council, or other appropriate officer of the Issuer, shall certify a true transcript of all proceedings had with respect to the issuance of the Bonds, along with such information from the records of the Issuer as is necessary to determine the regularity and validity of the issuance of the Bonds.

**SECTION 6. Sale of Bonds.** The Bonds are to be sold and awarded to the original purchaser thereof (the "Original Purchaser") identified in accordance with the Trust Agreement, the Loan Agreement and the Bond Purchase Agreement, at a purchase price of not less than 96% of the aggregate par amount of the Bonds.

The County Executive, the Chief of Staff as authorized designee of the County Executive, the Clerk of this Council and the Fiscal Officer are each hereby authorized and directed to make the necessary arrangements with the Original Purchaser to establish the date, location, procedure and conditions for delivery of the Bonds to the Original Purchaser and to take all steps necessary to effect due execution, authentication and delivery to the Original Purchaser of the Bonds under the conditions of this Bond Resolution and the Trust Agreement.

It is determined by this Council that the price for and the terms of the Bonds, and the sale thereof, all as provided in this Bond Resolution, the Bond Purchase Agreement, the Loan Agreement and the Trust Agreement, are in compliance with all legal requirements.

**SECTION 7. Covenants of Issuer.** In addition to other covenants of the Issuer in this Bond Resolution, the Loan Agreement and the Trust Agreement, the Issuer further covenants and agrees as follows:

(a) Payment of Principal, Premium and Interest. The Issuer will, solely from the Revenues received under the Loan Agreement or sources otherwise provided herein and in the Trust Agreement, pay or cause to be paid the principal of, premium, if any, and interest on the Bonds on the dates, at the places and in the manner provided herein, in the Trust Agreement and in the Bonds.

(b) Performance of Covenants, Authority and Actions. The Issuer will at all times observe and perform all agreements, covenants, undertakings, stipulations and provisions contained in the Issuer Documents, and in all proceedings of the Issuer pertaining to the Bonds. The Issuer warrants and covenants based upon opinion of Bond Counsel and representations of the Borrower that the Issuer is, and upon delivery of the Bonds will be, duly authorized by the laws of the State of Ohio, including particularly and without limitation the Act, to issue the Bonds and to execute the Issuer Documents, and all other documents to be executed by it, to provide for the security for payment of the principal of, premium, if any, and interest on the Bonds in the manner and to the extent herein and in the Trust Agreement set forth; that all actions on its part for the issuance of the Bonds and execution and delivery of the Issuer Documents, and all other documents to be executed by the Issuer in connection with the issuance of the Bonds, are binding upon each officer of the Issuer in his or her official capacity as may from time to time have the authority under the law to take such actions as may be necessary to perform all or any part of the duty required by such provision; and each duty of the Issuer and of its officers and employees undertaken pursuant to such proceedings for the Bonds is established as a duty of the Issuer and of each such officer and employee having authority to perform such duty, specifically enjoined by law and resulting from an office, trust or station within the meaning of Section 2731.01 of the Ohio Revised Code, providing for enforcement by writ of mandamus.

**SECTION 8. Guaranty.**

(a) During the Initial Guaranty Period and any

Subsequent Guaranty Period, the Issuer absolutely and unconditionally guarantees to the Trustee for the benefit of the holders of the Bonds the full and timely payment of Guaranteed Bond Service Charges.

The Guaranty shall become effective as of its date, and the Initial Guaranty Period shall commence on the effective date of the Guaranty. The Initial Guaranty Period and the Guaranty shall terminate on December 31, 2013, unless renewed as set forth below. The amount of the appropriation required for the Guaranty during the Initial Guaranty Period shall be equal to the Guaranteed Bond Service Charges payable during such Guaranty Period. The Guaranty may be renewed in accordance with the terms and conditions set forth herein for Subsequent Guaranty Periods. If the right to renew is exercised, the Guaranty shall be a new Guaranty, and each such new Guaranty shall terminate on the termination date of the applicable Subsequent Guaranty Period unless it terminates at an earlier date as hereinafter provided in this Section 8. If the Guaranty shall not have terminated previously, then the Guaranty shall terminate at such time as all Guaranteed Bond Service Charges are paid in full by Borrower or any other party on behalf of Borrower.

The Issuer shall be deemed to have exercised its right of renewal for each succeeding Subsequent Guaranty Period if, at or prior to the expiration of the then current Guaranty Period, the Issuer lawfully appropriates sufficient funds to permit the payment of all Guaranteed Bond Service Charges due during the next Subsequent Guaranty Period. The Fiscal Officer shall promptly certify each such appropriation to the Trustee, but no failure to make such certification shall negate the effect of a lawful and sufficient appropriation for the purpose of renewal of the Guaranty.

The Issuer hereby agrees and covenants that the Fiscal Officer shall include an appropriation of sufficient funds to permit the payment of all Guaranteed Bond Service Charges due within the next subsequent Guaranty Period in each biennial budget or annual update to such appropriations ordinance, as applicable.

The Issuer currently has no reason to believe that legally available funds in an amount sufficient to pay Guaranteed Bond Service Charges due during each Guaranty Period cannot be appropriated and obtained.

In the event no funds or insufficient funds are lawfully appropriated to permit the payment of Guaranteed Bond Service Charges due during a Guaranty Period, then the Issuer will immediately notify the Trustee of such occurrence. On the first day following the Payment Date on which the last Guaranteed Bond Service Charges could be paid in full from lawfully appropriated funds, the Guaranty shall terminate without penalty or expense to the Issuer of any kind whatsoever, except as to the portions of Guaranteed Bond Service Charges for Guaranty Periods in which sufficient funds had been lawfully

appropriated, but subject to the provision of this Section 8 for reinstatement and renewal of the Guaranty.

If during any Guaranty Period, the Issuer lawfully appropriates sufficient funds to permit the payment of all Guaranteed Bond Service Charges due within a period less than the full term of a subsequent Guaranty Period, the Guaranty shall be deemed renewed for such shorter period and can be successively renewed for periods shorter than the full term of a Subsequent Guaranty Period. The Issuer shall be deemed to have exercised its right to renew for such a period shorter than a Subsequent Guaranty Period of, at or prior to the termination of the current Guaranty Period, there are lawfully appropriated funds enabling the payment of Guaranteed Bond Service Charges for such shorter period. If the Guaranty is renewed for any period shorter than a Subsequent Guaranty Period, such shorter period shall terminate on the first day of the month following the last Payment Date on which there were funds lawfully appropriated to permit the payment of the Guaranteed Bond Service Charges then due in full.

If a Guaranty Period terminates without a renewal of the Guaranty for a succeeding Guaranty Period and if within thirty (30) days after such date of termination (a) there are lawfully appropriated funds which would have caused the Guaranty to be renewed if the appropriation had occurred prior to the termination of the Guaranty Period; and (b) the Fiscal Officer certifies that there is a balance in the appropriations, which balance is not obligated to pay existing obligations and is available to pay Guaranteed Bond Service Charges during the period for which funds have been lawfully appropriated for the payment thereof, then the Guaranty shall be reinstated and deemed renewed as of the day following the date of termination of the preceding Guaranty Period. If a Payment Date occurs during the period between the date of termination and date of reinstatement of the Guaranty, any Guaranty payment that would have been due on such Payment Date if the Guaranty had not been terminated shall become immediately due on the date the Guaranty is reinstated and shall be payable as soon thereafter as it is practicable for the Issuer to process payment.

(b) In consideration for the Issuer's execution and delivery of the Guaranty, Borrower shall pay the Issuer a fee of \$25,000 plus ten basis points of the amount of the issuance, simultaneously with the issuance and sale of the Bonds.

(c) The Borrower shall agree under the Loan Agreement to repay or cause to be repaid to the Issuer from Borrower's future excess revenues any moneys paid to the Trustee pursuant to the Guaranty with interest and on such other terms and in such form as are consistent with Borrower's obligations under the Loan Agreement and the other related agreements securing the Bonds.

(d) The Trust Agreement shall provide that the Revenues received under the Loan Agreement pledged to payment of the Bonds shall be

applied to the following purposes in the following order: (i) to the payment of bond service charges on the Bonds; (ii) to the replenishment of the debt service reserve fund established under the Trust Agreement securing the Bonds if such replenishment is necessary after a draw on such fund to restore its balance to the minimum amount required under that Trust Agreement; (iii) to the repayment to the Issuer of any amounts paid by the Issuer under the Guaranty not previously reimbursed to the Issuer; and (iv) to such other purposes in such priority as shall be set forth in or pursuant to the Trust Agreement.

(e) The Guaranty shall include the Issuer's representation and warranty that:

(i) The Issuer has full power and authority to deliver, and to execute and perform its obligations under, the Guaranty and to enter into and carry out the transactions contemplated therein;

(ii) such execution, delivery and performance are not in contravention of any resolution of this Council, or any indenture, agreement or undertaking to which the Issuer is a party or by which it or any of its property is bound; and

(iii) the Guaranty has, by proper Council action, been duly authorized, executed and delivered by the Issuer, and all steps necessary have been taken to constitute the Guaranty, when executed and delivered, a valid and binding obligation of the Issuer enforceable in accordance with its terms.

**SECTION 9. No Personal Liability.** No recourse under or upon any obligation, covenant, acceptance or agreement contained in this Bond Resolution, or in any Bond, or in the Issuer Documents, or under any judgment obtained against the Issuer or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any constitution or statute or otherwise, or under any circumstances, shall be had against any officer or employee as such, past, present, or future, of the Issuer, either directly or through the Issuer, or otherwise, for the payment for or to the Issuer or any receiver thereof, or for or to any holder of any Bond, or otherwise, of any sum that may be due and unpaid by the Issuer upon any of the Bonds. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer or employee, as such, to respond by reason of any act or omission on his or her part, or otherwise, for, directly or indirectly, the payment for or to the Issuer or any receiver thereof, or for or to the owner or any holder of any Bond, or otherwise of any sum that may remain due and unpaid upon any Bond, shall be deemed to be expressly waived and released as a condition of and consideration for the execution and delivery of the Issuer Documents and the issuance of the Bonds.

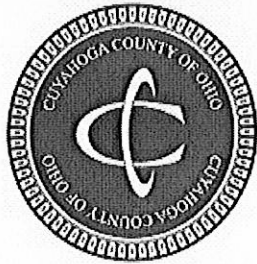
**SECTION 10. No Debt or Tax Pledge.** Anything in this Bond Resolution, the Trust Agreement, the Guaranty, the Bonds or any other agreement





First Reading/Referred to Committee:  
Committee(s) Assigned:

Journal \_\_\_\_\_  
\_\_\_\_\_, 20\_\_



7

**Item Details:**

<b>Agency/Dept. Name:</b>	Department of Development	<b>Agency/Dept. Head Name:</b>	Larry Benders,	Director
<b>Type of Request:</b>	Other			
<b>Request Prepared by:</b>	Sara Parks Jackson	<b>Telephone No.</b>	216-443-8160	
<b>SUMMARY OF REQUESTED ACTION:</b>				
A. Scope of Work				
1. Department of Development and Tucker Ellis LLP requesting a Resolution authorizing the issuance and sale of County of Cuyahoga, Ohio Taxable Economic Development Revenue Bonds, Series 2013 (Flats East Bank, LLC Project) in a principal amount not to exceed \$17,000,000 for the purpose of assisting in financing the costs of a "Project" within the meaning of Chapter 165, Ohio Revised Code, paying capitalized interest and paying costs of issuance; providing for the pledge of revenues for the payment of such bonds; authorizing the execution of various documents required in connection with said bond issuance and authorizing and approving related matters, and declaring the necessity that this Resolution become immediately effective.				
2. The primary goal of this project is to provide conduit financing through the private activity bonds for the benefit of the project known as Flats East Bank II.				
3. The project is mandated by ORC Chapter 165.				
B. Procurement				
N/A				
C. Contractor and Project Information				
1. Flats East Development, LLC				
1138 West 9th Street				
Cleveland, Ohio 44113				
Council District 7				

2. Bond Counsel for the project is  
Jennifer Roth  
Tucker Ellis LLP

3. The location of the project is  
Flats East Bank  
Cleveland, Ohio

D. Project Status and Planning  
The project is new to the county

E. Funding  
The project will be funded in part by the issuance of industrial revenue bonds.

This project was approved by the Cuyahoga County Community Improvement Corporation on March 20, 2013.

**PURPOSE/OUTCOMES - PRINCIPAL OWNER(S):**

**Explanation for late submittal:**

**Contract/Agreement Information:**

**Procurement Method:**  
Other

**Explanation for Increase/Decrease in \$ Amount for current request:**

**Financial Information:**

**Funding source:**      **Explanation:**  
Other                      Private Activity Bonds

**Total Amount Requested:**  
\$

**ATTACHMENTS:**

[Click to download](#)  
No Attachments Available

**History**

**Time**

**Who**

Clerk of the Board

**Approval**



# County Council of Cuyahoga County, Ohio

## Resolution No. R2013-0101

<p>Sponsored by: <b>County Executive FitzGerald/Department of Public Works/Division of County Engineer</b></p>	<p><b>A Resolution</b> declaring that public convenience and welfare requires widening and reconstruction of East 105<sup>th</sup> Street and intersecting streets from Quincy Avenue to Chester Avenue (Phase 1 – Opportunity Corridor) in the City of Cleveland; total estimated construction cost \$44,475,196.00; finding that special assessments will neither be levied nor collected to pay for any part of the County’s costs of said improvement; authorizing the County Executive to enter into an agreement of cooperation with said municipality in connection with said project; and declaring the necessity that this Resolution become immediately effective.</p>
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WHEREAS, the County Executive FitzGerald/Department of Public Works/Division of County Engineer has recommended that public convenience and welfare requires the widening and reconstruction of East 105<sup>th</sup> Street and intersecting streets from Quincy Avenue to Chester Avenue (Phase 1 – Opportunity Corridor) in the City of Cleveland; and

WHEREAS, the anticipated construction cost for this improvement is \$44,475,196.00; and

WHEREAS, that special assessments are not to be levied nor collected to pay for any part of the County’s costs of this improvement; and

WHEREAS, this project will be funded as follows: (a) 80% from Federal Funds; (b) 10% will be paid from Issue 1 Funds, and (c) 10% from the County Road and Bridge Fund; and

WHEREAS, the primary goal of this project is to properly maintain the County’s infrastructure for which the County is responsible; and

WHEREAS, this project is located at East 105<sup>th</sup> Street and intersecting streets from Quincy Avenue to Chester Avenue in the City of Cleveland, Council Districts 7 and 8; and

WHEREAS, the anticipated start date for construction of this project is 2015; and

WHEREAS, it is necessary that this Resolution become immediately effective in order that critical services provided by Cuyahoga County can continue.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF CUYAHOGA COUNTY, OHIO:**

**SECTION 1.** That the Cuyahoga County Council hereby declares that public convenience and welfare requires the widening and reconstruction of East 105<sup>th</sup> Street and intersecting streets from Quincy Avenue to Chester Avenue (Phase 1 – Opportunity Corridor) in the City of Cleveland.

**SECTION 2.** That special assessments are not to be levied nor collected to pay for any part of the County's cost of this improvement.

**SECTION 3.** That the County Executive is hereby authorized to enter into and execute an agreement of cooperation and any other documents with the City of Cleveland in connection with this project.

**SECTION 4.** It is necessary that this Resolution become immediately effective for the usual daily operation of the County and the reasons set forth in the preamble. Provided that this Resolution receives the affirmative vote of at least eight members of Council, it shall take effect and be in force immediately upon the earliest occurrence of any of the following: (1) its approval by the County Executive through signature, (2) the expiration of the time during which it may be disapproved by the County Executive under Section 3.10(6) of the Cuyahoga County Charter, or (3) its passage by at least eight members of Council after disapproval pursuant to Section 3.10(7) of the Cuyahoga County Charter. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

**SECTION 5.** It is found and determined that all formal actions of this Council relating to the adoption of this Resolution were adopted in an open meeting of the Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

On a motion by \_\_\_\_\_, seconded by \_\_\_\_\_, the foregoing Resolution was duly adopted.

Yeas:

Nays:

\_\_\_\_\_  
County Council President

\_\_\_\_\_  
Date

\_\_\_\_\_  
County Executive

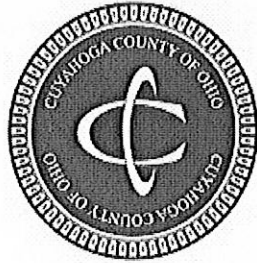
\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Date

First Reading/Referred to Committee:  
Committee(s) Assigned:

Journal \_\_\_\_\_  
\_\_\_\_\_, 20\_\_



1 a-b

**Item Details:**

<b>Agency/Dept. Name:</b>	County Engineer	<b>Agency/Dept.Head Name:</b>	Jamal H. Husani
<b>Type of Request:</b>	Other		
<b>Request Prepared by:</b>	Nichole English	<b>Telephone No.</b>	216-348-3861

**SUMMARY OF REQUESTED ACTION:**

The request for Council action does not involve a contract.

**A. Scope of Work Summary**

1. Department of Public Works requesting that Council find:
  - a) that the public convenience and welfare requires the widening and reconstruction of East 105th Street and intersecting streets from Quincy Avenue to Chester Avenue (Phase 1 - Opportunity Corridor);
  - b) that special assessments are not to be levied and collected to pay any part of the County's costs of these improvements
  - c) authorize the County Executive to enter into and execute the necessary agreements of cooperation with the appropriate municipalities.

The anticipated construction cost for this improvement is \$44,475,196.00. The anticipated start date for construction of these projects is 2015.
2. The primary goal of this request is to begin the process of Council review and approval of these projects. The primary goal of the project itself is to properly maintain the County's infrastructure.
3. N/A

**B. Procurement - N/A**

**C. Contractor and Project Information**

1. N/A
2. N/A
- 3a. The location of the project is widening and reconstruction of East 105th Street and intersecting streets from Quincy Avenue to Chester Avenue (Phase 1 - Opportunity Corridor)
- 3b. The project is located in Council Districts 7 and 8.

**D. Project Status and Planning**

1. The project is new to the County.  
2. N/A  
3. N/A  
4. N/A  
5. N/A

**E. Funding**

1. The project is to be funded with 80% Federal funds, 10% Issue 1 funds and 10% County Road and Bridge funds  
2. N/A  
3. N/A

**PURPOSE/OUTCOMES - PRINCIPAL OWNER(S):**

**Explanation for late submittal:**

**Contract/Agreement Information:**

**Procurement Method:**

**Explanation for Increase/Decrease in \$ Amount for current request:**

**Financial Information:**

<b>Funding source:</b>	<b>Explanation:</b>
Other	Federal, Issue 1, County Road and Bridge

**Total Amount Requested:**

\$

**ATTACHMENTS:**

Click to download  
 [Project Sheet](#)

**History**  
**Time**

**Who**  
Clerk of the Board

**Approval**





# County Council of Cuyahoga County, Ohio

## Resolution No. R2013-0102

<p>Sponsored by: <b>County Executive FitzGerald/Department of Public Works/Division of County Engineer</b></p>	<p><b>A Resolution</b> declaring that public convenience and welfare requires resurfacing of Miller Road from Katherine Boulevard to Barr Road in the City of Brecksville; total estimated construction cost \$130,000.00; finding that special assessments will neither be levied nor collected to pay for any part of the County's costs of said improvement; authorizing the County Executive to enter into an agreement of cooperation with said municipality in connection with said project; and declaring the necessity that this Resolution become immediately effective.</p>
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WHEREAS, the County Executive FitzGerald/Department of Public Works/Division of County Engineer has recommended that public convenience and welfare requires resurfacing of Miller Road from Katherine Boulevard to Barr Road in the City of Brecksville; and

WHEREAS, the anticipated construction cost for this improvement is \$130,000.00; and

WHEREAS, that special assessments are not to be levied nor collected to pay for any part of the County's costs of this improvement; and

WHEREAS, this project will be funded 100% from the County's Road and Bridge Fund; and

WHEREAS, the primary goal of this project is to properly maintain the County's infrastructure for which the County is responsible; and

WHEREAS, this project is located at Miller Road from Katherine Boulevard to Barr Road in the City of Brecksville, Council District 6; and

WHEREAS, the anticipated start date for construction of this project is July 2013; and

WHEREAS, it is necessary that this Resolution become immediately effective in order that critical services provided by Cuyahoga County can continue.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF CUYAHOGA COUNTY, OHIO:**

**SECTION 1.** That the Cuyahoga County Council hereby declares that public convenience and welfare requires resurfacing of Miller Road from Katherine Boulevard to Barr Road in the City of Brecksville.

**SECTION 2.** That special assessments are not to be levied nor collected to pay for any part of the County's cost of this improvement.

**SECTION 3.** That the County Executive is hereby authorized to enter into and execute an agreement of cooperation and any other documents with the City of Brecksville in connection with this project.

**SECTION 4.** It is necessary that this Resolution become immediately effective for the usual daily operation of the County and the reasons set forth in the preamble. Provided that this Resolution receives the affirmative vote of at least eight members of Council, it shall take effect and be in force immediately upon the earliest occurrence of any of the following: (1) its approval by the County Executive through signature, (2) the expiration of the time during which it may be disapproved by the County Executive under Section 3.10(6) of the Cuyahoga County Charter, or (3) its passage by at least eight members of Council after disapproval pursuant to Section 3.10(7) of the Cuyahoga County Charter. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

**SECTION 5.** It is found and determined that all formal actions of this Council relating to the adoption of this Resolution were adopted in an open meeting of the Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

On a motion by \_\_\_\_\_, seconded by \_\_\_\_\_, the foregoing Resolution was duly adopted.

Yeas:

Nays:

\_\_\_\_\_  
County Council President

\_\_\_\_\_  
Date

\_\_\_\_\_  
County Executive

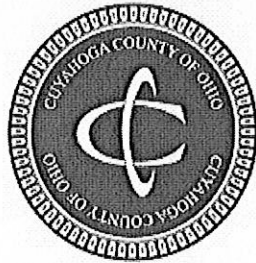
\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Date

First Reading/Referred to Committee:  
Committee(s) Assigned:

Journal \_\_\_\_\_  
\_\_\_\_\_, 20\_\_



2a-b

**Item Details:**

<b>Agency/Dept. Name:</b>	County Engineer	<b>Agency/Dept.Head Name:</b>	Jamal H. Husani
<b>Type of Request:</b>	Other		
<b>Request Prepared by:</b>	Nichole English	<b>Telephone No.</b>	216-348-3861

**SUMMARY OF REQUESTED ACTION:**

The request for Council action does not involve a contract.

**A. Scope of Work Summary**

1. Department of Public Works requesting that Council find:
  - a) that the public convenience and welfare requires the resurfacing of Miller Road from Katherine Boulevard to Barr Road in the City of Brecksville;
  - b) that special assessments are not to be levied and collected to pay any part of the County's costs of these improvements
  - c) authorize the County Executive to enter into and execute the necessary agreement of cooperation with the appropriate municipality.

The anticipated construction cost for this improvement is \$130,000.00. The anticipated start date for construction of these projects is July 2013.
2. The primary goal of this request is to begin the process of Council review and approval of these projects. The primary goal of the projects themselves is to properly maintain the County's infrastructure.
3. N/A

**B. Procurement - N/A**

**C. Contractor and Project Information**

1. N/A
2. N/A
- 3a. The location of the project is Miller Road from Katherine Boulevard to Barr Road in the City of Brecksville
- 3b. The project is located in Council District 6.

**D. Project Status and Planning**

1. The project is new to the County.
2. N/A

3. N/A  
4. N/A  
5. N/A  
**E. Funding**  
1. The project is to be funded with 100% from County Road and Bridge  
2. N/A  
3. N/A  
**PURPOSE/OUTCOMES - PRINCIPAL OWNER(S):**  
**Explanation for late submittal:**

**Contract/Agreement Information:**

**Procurement Method:**  
**Explanation for Increase/Decrease in \$ Amount for current request:**

**Financial Information:**

**Funding source:**      **Explanation:**  
Other                      Road and bridge  
**Total Amount Requested:**  
\$

**ATTACHMENTS:**

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[Project Sheet](#)

**History**

**Time**

**Who**

Clerk of the Board

**Approval**



# County Council of Cuyahoga County, Ohio

## Resolution No. R2013-0103

<p>Sponsored by: <b>County Executive FitzGerald/Department of Public Works/Division of County Engineer</b></p>	<p><b>A Resolution</b> declaring that public convenience and welfare requires resurfacing of Riverview Road from State Route 82 to approximately 1,500 feet south of Wiese Road in the City of Brecksville; total estimated construction cost \$191,000.00; finding that special assessments will neither be levied nor collected to pay for any part of the County's costs of said improvement; authorizing the County Executive to enter into an agreement of cooperation with said municipality in connection with said project; and declaring the necessity that this Resolution become immediately effective.</p>
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WHEREAS, the County Executive FitzGerald/Department of Public Works/Division of County Engineer has recommended that public convenience and welfare requires resurfacing of Riverview Road from State Route 82 to approximately 1,500 feet south of Wiese Road in the City of Brecksville; and

WHEREAS, the anticipated construction cost for this improvement is \$191,000.00; and

WHEREAS, that special assessments are not to be levied nor collected to pay for any part of the County's costs of this improvement; and

WHEREAS, this project will be funded 100% from the County's Road and Bridge Fund; and

WHEREAS, the primary goal of this project is to properly maintain the County's infrastructure for which the County is responsible; and

WHEREAS, this project is located at Riverview Road from State Route 82 to approximately 1,500 feet south of Wiese Road in the City of Brecksville, Council District 6; and

WHEREAS, the anticipated start date for construction of this project is July 2013; and

WHEREAS, it is necessary that this Resolution become immediately effective in order that critical services provided by Cuyahoga County can continue.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF CUYAHOGA COUNTY, OHIO:**

**SECTION 1.** That the Cuyahoga County Council hereby declares that public convenience and welfare resurfacing of Riverview Road from State Route 82 to approximately 1,500 feet south of Wiese Road in the City of Brecksville.

**SECTION 2.** That special assessments are not to be levied nor collected to pay for any part of the County's cost of this improvement.

**SECTION 3.** That the County Executive is hereby authorized to enter into and execute any and all necessary agreements of cooperation and any other documents with the City of Brecksville in connection with this project.

**SECTION 4.** It is necessary that this Resolution become immediately effective for the usual daily operation of the County and the reasons set forth in the preamble. Provided that this Resolution receives the affirmative vote of at least eight members of Council, it shall take effect and be in force immediately upon the earliest occurrence of any of the following: (1) its approval by the County Executive through signature, (2) the expiration of the time during which it may be disapproved by the County Executive under Section 3.10(6) of the Cuyahoga County Charter, or (3) its passage by at least eight members of Council after disapproval pursuant to Section 3.10(7) of the Cuyahoga County Charter. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

**SECTION 5.** It is found and determined that all formal actions of this Council relating to the adoption of this Resolution were adopted in an open meeting of the Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

On a motion by \_\_\_\_\_, seconded by \_\_\_\_\_, the foregoing Resolution was duly adopted.

Yeas:

Nays:

\_\_\_\_\_  
County Council President

\_\_\_\_\_  
Date

\_\_\_\_\_  
County Executive

\_\_\_\_\_  
Date

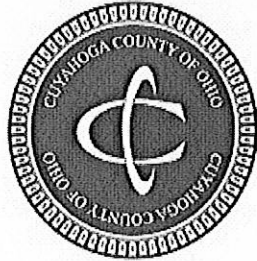
\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Date

First Reading/Referred to Committee:  
Committee(s) Assigned:

Journal \_\_\_\_\_  
\_\_\_\_\_, 20\_\_





3a-b

**Item Details:**

<b>Agency/Dept. Name:</b>	County Engineer	<b>Agency/Dept.Head Name:</b>	Jamal H. Husani
<b>Type of Request:</b>	Other		
<b>Request Prepared by:</b>	Nichole English	<b>Telephone No.</b>	216-348-3861

**SUMMARY OF REQUESTED ACTION:**

The request for Council action does not involve a contract.

**A. Scope of Work Summary**

1. Department of Public Works requesting that Council find:
  - a) that the public convenience and welfare requires the resurfacing of Riverview Road from SR 82 to approximately 1500 feet south of Wiese Road in the City of Brecksville;
  - b) that special assessments are not to be levied and collected to pay any part of the County's costs of these improvements
  - c) authorize the County Executive to enter into and execute the necessary agreement of cooperation with the appropriate municipality.

The anticipated construction cost for this improvement is \$191,000.00. The anticipated start date for construction of this project is July 2013.
2. The primary goal of this request is to begin the process of Council review and approval of these projects. The primary goal of the projects themselves is to properly maintain the County's infrastructure.
3. N/A

**B. Procurement - N/A**

**C. Contractor and Project Information**

1. N/A
2. N/A
- 3a. The location of the project is Riverview Road from SR 82 to approximately 1500 feet south of Wiese Road in the City of Brecksville
- 3b. The project is located in Council District 6.

**D. Project Status and Planning**

1. The project is new to the County.
2. N/A

- 3. N/A
- 4. N/A
- 5. N/A

**E. Funding**

- 1. The project is to be funded with 100% from County Road and Bridge
- 2. N/A
- 3. N/A

**PURPOSE/OUTCOMES - PRINCIPAL OWNER(S):**

**Explanation for late submittal:**

**Contract/Agreement Information:**

**Procurement Method:**

**Explanation for Increase/Decrease in \$ Amount for current request:**

**Financial Information:**

**Funding source:**      **Explanation:**  
Other                      Road and bridge

**Total Amount Requested:**  
\$

**ATTACHMENTS:**

Click to download

[Project Sheet](#)

**History**

**Time**

**Who**

Clerk of the Board

**Approval**



# County Council of Cuyahoga County, Ohio

## Resolution No. R2013-0104

<p>Sponsored by: <b>County Executive FitzGerald/Department of Public Works/Division of County Engineer</b></p>	<p><b>A Resolution</b> declaring that public convenience and welfare requires resurfacing of West 130<sup>th</sup> Street from Brookpark Road to Lorain Road in the City of Cleveland; total estimated construction cost \$5,000,000.00; finding that special assessments will neither be levied nor collected to pay for any part of the County's costs of said improvement; authorizing the County Executive to enter into an agreement of cooperation with said municipality in connection with said project; and declaring the necessity that this Resolution become immediately effective.</p>
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WHEREAS, the County Executive FitzGerald/Department of Public Works/Division of County Engineer has recommended that public convenience and welfare requires resurfacing of West 130<sup>th</sup> Street from Brookpark Road to Lorain Road in the City of Cleveland; and

WHEREAS, the anticipated construction cost for this improvement is \$5,000,000.00; and

WHEREAS, that special assessments are not to be levied nor collected to pay for any part of the County's costs of this improvement; and

WHEREAS, this project will be funded as follows: (a) 40% from the County Road and Bridge Fund; (b) 40% from Issue 1 Funds; and (c) 20% will be paid by the City of Cleveland; and

WHEREAS, the primary goal of this project is to properly maintain the County's infrastructure for which the County is responsible; and

WHEREAS, this project is located at West 130<sup>th</sup> Street from Brookpark Road to Lorain Road in the City of Cleveland, Council Districts 2 and 3; and

WHEREAS, the anticipated start date for construction of this project is 2015; and

WHEREAS, it is necessary that this Resolution become immediately effective in order that critical services provided by Cuyahoga County can continue.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF CUYAHOGA COUNTY, OHIO:**

**SECTION 1.** That the Cuyahoga County Council hereby declares that public convenience and welfare requires resurfacing of West 130<sup>th</sup> Street from Brookpark Road to Lorain Road in the City of Cleveland.

**SECTION 2.** That special assessments are not to be levied nor collected to pay for any part of the County's cost of this improvement.

**SECTION 3.** That the County Executive is hereby authorized to enter into and execute an agreement of cooperation and any other documents with the City of Cleveland in connection with this project.

**SECTION 4.** It is necessary that this Resolution become immediately effective for the usual daily operation of the County and the reasons set forth in the preamble. Provided that this Resolution receives the affirmative vote of at least eight members of Council, it shall take effect and be in force immediately upon the earliest occurrence of any of the following: (1) its approval by the County Executive through signature, (2) the expiration of the time during which it may be disapproved by the County Executive under Section 3.10(6) of the Cuyahoga County Charter, or (3) its passage by at least eight members of Council after disapproval pursuant to Section 3.10(7) of the Cuyahoga County Charter. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

**SECTION 5.** It is found and determined that all formal actions of this Council relating to the adoption of this Resolution were adopted in an open meeting of the Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

On a motion by \_\_\_\_\_, seconded by \_\_\_\_\_, the foregoing Resolution was duly adopted.

Yeas:

Nays:

\_\_\_\_\_  
County Council President

\_\_\_\_\_  
Date

\_\_\_\_\_  
County Executive

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Date

First Reading/Referred to Committee:  
Committee(s) Assigned:

Journal \_\_\_\_\_  
\_\_\_\_\_, 20\_\_



4a-b

**Item Details:**

<b>Agency/Dept. Name:</b>	County Engineer	<b>Agency/Dept.Head Name:</b>	Jamal H. Husani
<b>Type of Request:</b>	Other		
<b>Request Prepared by:</b>	Nichole English	<b>Telephone No.</b>	216-348-3861

**SUMMARY OF REQUESTED ACTION:**

The request for Council action does not involve a contract.

**A. Scope of Work Summary**

1. Department of Public Works requesting that Council find:
  - a) that the public convenience and welfare requires the resurfacing of West 130th Street from Brookpark Road to Lorain Road in the City of Cleveland;
  - b) that special assessments are not to be levied and collected to pay any part of the County's costs of these improvements
  - c) authorize the County Executive to enter into and execute the necessary agreement of cooperation with the appropriate municipality.

The anticipated construction cost for this improvement is \$5,000,000.00. The anticipated start date for construction of these projects is 2015.
2. The primary goal of this request is to begin the process of Council review and approval of these projects. The primary goal of the projects themselves is to properly maintain the County's infrastructure.
3. N/A

**B. Procurement - N/A**

**C. Contractor and Project Information**

1. N/A
2. N/A
- 3a. The location of the project is West 130th Street from Brookpark Road to Lorain Road in the City of Cleveland
- 3b. The project is located in Council Districts 2 and 3.

**D. Project Status and Planning**

1. The project is new to the County.
2. N/A

- 3. N/A
- 4. N/A
- 5. N/A

**E. Funding**

1. The project is to be funded with 40% from County Road and Bridge, 40% Issue 1, 20% City of Cleveland.

- 2. N/A
- 3. N/A

**PURPOSE/OUTCOMES - PRINCIPAL OWNER(S):**

**Explanation for late submittal:**

**Contract/Agreement Information:**

**Procurement Method:**

**Explanation for Increase/Decrease in \$ Amount for current request:**

**Financial Information:**

<b>Funding source:</b>	<b>Explanation:</b>
Other	County Road and Bridge/Issue 1/Cleveland

**Total Amount Requested:**  
\$

**ATTACHMENTS:**

Click to download

[Project Sheet](#)

**History**

**Time**

**Who**

Clerk of the Board

**Approval**



# County Council of Cuyahoga County, Ohio

## Resolution No. R2013-0105

<p>Sponsored by: <b>County Executive FitzGerald/Department of Public Works/Division of County Engineer</b></p>	<p><b>A Resolution</b> declaring that public convenience and welfare requires resurfacing of West Grace Avenue from Broadway Avenue to approximately 800 feet west of Oakwood Avenue in the City of Bedford; total estimated construction cost \$420,000.00; finding that special assessments will neither be levied nor collected to pay for any part of the County's costs of said improvement; authorizing the County Executive to enter into an agreement of cooperation with said municipality in connection with said project; and declaring the necessity that this Resolution become immediately effective.</p>
--	---

WHEREAS, the County Executive FitzGerald/Department of Public Works/Division of County Engineer has recommended that public convenience and welfare requires resurfacing of West Grace Avenue from Broadway Avenue to approximately 800 feet west of Oakwood Avenue in the City of Bedford; and

WHEREAS, the anticipated construction cost for this improvement is \$420,000.00; and

WHEREAS, that special assessments are not to be levied nor collected to pay for any part of the County's costs of this improvement; and

WHEREAS, this project will be funded 100% from the County's Road and Bridge Fund; and

WHEREAS, the primary goal of this project is to properly maintain the County's infrastructure for which the County is responsible; and

WHEREAS, this project is located at West Grace Avenue from Broadway Avenue to approximately 800 feet west of Oakwood Avenue in the City of Bedford, Council District 9; and

WHEREAS, the anticipated start date for construction of this project is 2014; and



WHEREAS, it is necessary that this Resolution become immediately effective in order that critical services provided by Cuyahoga County can continue.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF CUYAHOGA COUNTY, OHIO:**

**SECTION 1.** That the Cuyahoga County Council hereby declares that public convenience and welfare resurfacing of West Grace Avenue from Broadway Avenue to approximately 800 feet west of Oakwood Avenue in the City of Bedford.

**SECTION 2.** That special assessments are not to be levied nor collected to pay for any part of the County's cost of this improvement.

**SECTION 3.** That the County Executive is hereby authorized to enter into and execute an agreement of cooperation and any other documents with the City of Bedford in connection with this project.

**SECTION 4.** It is necessary that this Resolution become immediately effective for the usual daily operation of the County and the reasons set forth in the preamble. Provided that this Resolution receives the affirmative vote of at least eight members of Council, it shall take effect and be in force immediately upon the earliest occurrence of any of the following: (1) its approval by the County Executive through signature, (2) the expiration of the time during which it may be disapproved by the County Executive under Section 3.10(6) of the Cuyahoga County Charter, or (3) its passage by at least eight members of Council after disapproval pursuant to Section 3.10(7) of the Cuyahoga County Charter. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

**SECTION 5.** It is found and determined that all formal actions of this Council relating to the adoption of this Resolution were adopted in an open meeting of the Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

On a motion by \_\_\_\_\_, seconded by \_\_\_\_\_, the foregoing Resolution was duly adopted.

Yeas:

Nays:

\_\_\_\_\_  
County Council President

\_\_\_\_\_  
Date

\_\_\_\_\_  
County Executive

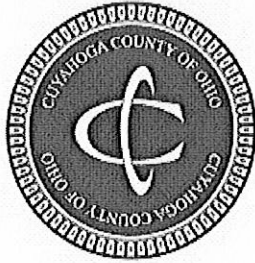
\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Date

First Reading/Referred to Committee:  
Committee(s) Assigned:

Journal \_\_\_\_\_  
\_\_\_\_\_, 20\_\_



Sa-b

**Item Details:**

<b>Agency/Dept. Name:</b>	County Engineer	<b>Agency/Dept. Head Name:</b>	Jamal H. Husani
<b>Type of Request:</b>	Other		
<b>Request Prepared by:</b>	Nichole English	<b>Telephone No.</b>	216-348-3861

**SUMMARY OF REQUESTED ACTION:**

The request for Council action does not involve a contract.

**A. Scope of Work Summary**

1. Department of Public Works requesting that Council find:
  - a) that the public convenience and welfare requires the resurfacing of West Grace Avenue from Broadway to approximately 800 feet west of Oakwood Avenue in the City of Bedford;
  - b) that special assessments are not to be levied and collected to pay any part of the County's costs of these improvements
  - c) authorize the County Executive to enter into and execute the necessary agreement of cooperation with the appropriate municipality.

The anticipated construction cost for this improvement is \$420,000.00. The anticipated start date for construction of these projects is 2014.
2. The primary goal of this request is to begin the process of Council review and approval of these projects. The primary goal of the projects themselves is to properly maintain the County's infrastructure.
3. N/A

**B. Procurement - N/A**

**C. Contractor and Project Information**

1. N/A
2. N/A
- 3a. The location of the project is West Grace Avenue from Broadway to approximately 800 feet west of Oakwood Avenue in the City of Bedford
- 3b. The project is located in Council District 9.

**D. Project Status and Planning**

1. The project is new to the County.
2. N/A

3. N/A  
4. N/A  
5. N/A  
**E. Funding**  
1. The project is to be funded with 100% from County Road and Bridge  
2. N/A  
3. N/A  
**PURPOSE/OUTCOMES - PRINCIPAL OWNER(S):**  
**Explanation for late submittal:**

**Contract/Agreement Information:**

**Procurement Method:**  
**Explanation for Increase/Decrease in \$ Amount for current request:**

**Financial Information:**

**Funding source:    Explanation:**  
**Total Amount Requested:**  
\$

**ATTACHMENTS:**

Click to download  
 [Project Sheet](#)

History	Who	Approval
Time	Clerk of the Board	



# County Council of Cuyahoga County, Ohio

## Resolution No. R2013-0106

<p>Sponsored by: <b>County Executive FitzGerald/Department of Public Works/Division of County Engineer</b></p>	<p><b>A Resolution</b> declaring that public convenience and welfare requires replacement of Bagley Road Bridge No. 03.45 in the City of Olmsted Falls; total estimated construction cost \$1,700,000.00; finding that special assessments will neither be levied nor collected to pay for any part of the County's costs of said improvement; authorizing the County Executive to enter into an agreement of cooperation with said municipality in connection with said project; and declaring the necessity that this Resolution become immediately effective.</p>
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WHEREAS, the County Executive FitzGerald/Department of Public Works/Division of County Engineer has recommended that public convenience and welfare requires the replacement of Bagley Road Bridge No. 03.45 in the City of Olmsted Falls; and

WHEREAS, the anticipated construction cost for this improvement is \$1,700,000.00; and

WHEREAS, that special assessments are not to be levied nor collected to pay for any part of the County's costs of this improvement; and

WHEREAS, this project will be funded 100% from the County's Road and Bridge Fund; and

WHEREAS, the primary goal of this project is to properly maintain the County's infrastructure for which the County is responsible; and

WHEREAS, the location of this project is Bagley Road Bridge No. 03.45 in the City of Olmsted Falls, Council District 5; and

WHEREAS, the anticipated start date for construction of this project is 2014; and

WHEREAS, it is necessary that this Resolution become immediately effective in order that critical services provided by Cuyahoga County can continue.



\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Date

First Reading/Referred to Committee:  
Committee(s) Assigned:

Journal \_\_\_\_\_  
\_\_\_\_\_, 20\_\_



6a-b

**Item Details:**

<b>Agency/Dept. Name:</b>	County Engineer	<b>Agency/Dept. Head Name:</b>	Jamal H. Husani
<b>Type of Request:</b>	Other		
<b>Request Prepared by:</b>	Nichole English	<b>Telephone No.</b>	216-348-3861

**SUMMARY OF REQUESTED ACTION:**

The request for Council action does not involve a contract.

**A. Scope of Work Summary**

1. Department of Public Works requesting that Council find: a) that the public convenience and welfare requires the replacement of Bagley Road Bridge No. 03.45 in the City of Olmsted Falls  
 b) that special assessments are not to be levied and collected to pay any part of the County's costs of these improvements  
 c) authorize the County Executive to enter into and execute the necessary agreement of cooperation with the appropriate municipality.  
 The anticipated construction costs for this improvement is \$1,700,000. The project is to be funded 100% from the County Road and Bridge Fund. The anticipated start date for construction is 2014.
2. The primary goal of this request is to begin the process of Council review and approval of these four projects. The primary goal of the projects themselves is to properly maintain the County's infrastructure.
3. N/A

**B. Procurement - N/A**

**C. Contractor and Project Information**

1. N/A
2. N/A
- 3a. The location of the project is Bagley Road Bridge No. 03.45 in the City of Olmsted Falls
- 3b. The project is located in Council District 5.

**D. Project Status and Planning**

1. The project is new to the County.
2. N/A



3. N/A  
 4. N/A  
 5. N/A  
**E. Funding**  
 1. The project is to be funded 100% from the County Road and Bridge Fund.  
 2. N/A  
 3. N/A

**PURPOSE/OUTCOMES - PRINCIPAL OWNER(S):**

**Explanation for late submittal:**

**Contract/Agreement Information:**

**Procurement Method:**

**Explanation for Increase/Decrease in \$ Amount for current request:**

**Financial Information:**

<b>Funding source:</b>	<b>Explanation:</b>
Other	Road and bridge
<b>Total Amount Requested:</b>	
\$	

**ATTACHMENTS:**

Click to download  
 [Project Sheet](#)

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
	Clerk of the Board	



# County Council of Cuyahoga County, Ohio

## Resolution No. R2013-0107

<p>Sponsored by: <b>County Executive FitzGerald/Department of Public Works/Division of County Engineer</b></p>	<p><b>A Resolution</b> making an award on RQ26546 to Mr. Excavator, Inc. in the total amount not-to-exceed \$2,806,087.35 for the 2013 Operations Resurfacing Program Group 1; authorizing the County Executive to execute the contract and all other documents consistent with said award and this Resolution; authorizing the County Engineer, on behalf of the County Executive, to make an application for allocation from County Motor Vehicle \$7.50 License Tax Funds in said amount to fund said contract; and declaring the necessity that this Resolution become immediately effective.</p>
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WHEREAS, the County Executive/Department of Public Works/Division of County Engineer has recommended an award on RQ26546 to Mr. Excavator, Inc. in the total amount not-to-exceed \$2,806,087.35 for the 2013 Operations Resurfacing Program Group 1, which includes the following roads:

- 1) Sprague Road from Marks Road to Prospect Street in the Cities of Berea and Strongsville,
- 2) Riverview Road from Fitzwater Road to Brookside Road in the Cities of Brecksville and Independence,
- 3) York Road from Bennett Road to Royalton Road in the City of North Royalton; and

WHEREAS, the primary goal of this project is to properly maintain the County's infrastructure for which the County is responsible; and

WHEREAS, this project is scheduled to begin approximately on July 8, 2013 and to be completed on October 18, 2013; and

WHEREAS, the project will be funded 100% from the County Motor Vehicle \$7.50 License Tax Fund; and

WHEREAS, it is necessary that this Resolution become immediately effective in order that critical services provided by Cuyahoga County can continue.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF CUYAHOGA COUNTY, OHIO:**

**SECTION 1.** That the Cuyahoga County Council hereby makes an award on RQ26546 to Mr. Excavator, Inc. in the total amount not-to-exceed \$2,806,087.35 for 2013 Operations Resurfacing Program Group 1, which includes the following roads:

- 1) Sprague Road from Marks Road to Prospect Street in the Cities of Berea and Strongsville.
- 2) Riverview Road from Fitzwater Road to Brookside Road in the Cities of Brecksville and Independence.
- 3) York Road from Bennett Road to Royalton Road in the City of North Royalton; and

**SECTION 2.** That the County Executive is authorized to execute a contract in connection with said award and all documents consistent with this Resolution.

**SECTION 3.** It is necessary that this Resolution become immediately effective for the usual daily operation of the County and the reasons set forth in the preamble. Provided that this Resolution receives the affirmative vote of at least eight members of Council, it shall take effect and be in force immediately upon the earliest occurrence of any of the following: (1) its approval by the County Executive through signature, (2) the expiration of the time during which it may be disapproved by the County Executive under Section 3.10(6) of the Cuyahoga County Charter, or (3) its passage by at least eight members of Council after disapproval pursuant to Section 3.10(7) of the Cuyahoga County Charter. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

**SECTION 4.** It is found and determined that all formal actions of this Council relating to the adoption of this Resolution were adopted in an open meeting of the Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

On a motion by \_\_\_\_\_, seconded by \_\_\_\_\_, the foregoing Resolution was duly adopted.

Yeas:

Nays:

\_\_\_\_\_  
County Council President

\_\_\_\_\_  
Date

\_\_\_\_\_  
County Executive

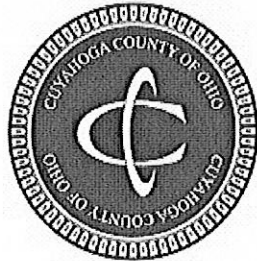
\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Date

First Reading/Referred to Committee:  
Committee(s) Assigned:

Journal \_\_\_\_\_  
\_\_\_\_\_, 20\_\_



11a-c

**Item Details:**

<b>Agency/Dept. Name:</b>	County Engineer	<b>Agency/Dept. Head Name:</b>	Thomas P. Sotak, P.E.
<b>Type of Request:</b>	Award Recommendation		
<b>Request Prepared by:</b>	Juliann Conway	<b>Telephone No.</b>	216-348-3838

**SUMMARY OF REQUESTED ACTION:**

Department of Public Works

A) SCOPE OF WORK SUMMARY

1. is recommending an award on RQ26546 to Mr. Excavator, Inc. in the amount not-to-exceed \$2,806,087.35 for the 2013 Operations Resurfacing Program Group 1:

- a) Sprague Road from Marks Road to Prospect Street in the Cities of Strongsville & Berea.
- b) Riverview Road from Fitzwater Road to Brookside Road in the Cities of Brecksville and Independence.
- c) York Road from Bennett Road to Royalton Road in the City of North Royalton.

2. and enter into a contract with Mr. Excavator, Inc.. They were determined to be the lowest qualified bidder and submitted all necessary documentation per the Bid Specifications.

PROCUREMENT

- 1) Competitive Bid process.
- 2) The Office of Procurement & Diversity assessed a thirey (30%) percent SBE Goal and OPD approved their plan.
- 3) The engineer's estimate was \$2,605,000.00. The bids were open on April 16, 2013.

There were nine (9) proposals pulled from OPD and four (4) bid was submitted for review

and an award recommendation is being made to the lowest qualified bidder.

3) N/A.

**C) CONTRACTOR AND PROJECT INFORMATION**

Mr. Excavator, Inc. 440-256-2008  
8616 Euclid Chardon Road  
Kirtland, Ohio 44094

Council District - N/A

The project is located in various Council Districts.

**D. PROJECT STATUS AND PLANNING**

1. As per specifications construction is scheduled to begin approximately on July 8, 2013 and is scheduled to be completed on October 18, 2013.

**E. FUNDING**

1. 100% Cuyahoga County using funds from the \$7.50 License Tax Fund.

Mr. Excavator, Inc. is registered with the IG.

**PURPOSE/OUTCOMES - PRINCIPAL OWNER(S):**

Mr. Excavator, Inc. is a Corporation. The work within the limits of this 2013 Operations Resurfacing improvement includes the removal of the existing asphalt concrete wearing course, the repair of the deteriorated rigid base, and the removal & replacement of deteriorated curb and drive aprons; the construction of a uniform three inch (3") asphalt concrete overlay; the installation of ADA compliant curb ramps, the replacement of a water line on Sprague Road, storm water improvements on Riverview Road, and other related items as shown on the plans or stipulated in the specifications, plan notes, proposal notes or elsewhere in the bid package. This work is to be done on the three fore mentioned roads.

**Explanation for late submittal:**

**Contract/Agreement Information:**

**Procurement Method:**

Competitive Bid

**Explanation for Increase/Decrease in \$ Amount for current request:**

**Financial Information:**

**Funding source:**

Other

**Explanation:**

See Summary of Requested Action.





(OPD USE ONLY) Date Sent to Dept: 4/23/2013

Date Received from Dept: 5/2/2013

OFFICE OF PROCUREMENT & DIVERSITY

TABULATION OF BIDS RECEIVED OVER \$25,000

BID DUE DATE: April 16, 2013  
 REQUISITION NUMBER: CE - 13 - 26546  
 REQUISITIONING DEPT.: Public Works - Engineer  
 OPERATIONS GROUP: Operations Group  
 COMMODITY DESCRIPTION: 1

CONTRACT PERIOD: N/A  
 NUMBER OF TB'S SENT/RETURNED: 9/4  
 ESTIMATE: \$2,605,000.00  
 SBE GOAL: 30%

TO BE COMPLETED BY OPD AND USER DEPARTMENT (P=PROCUREMENT; D=DEPARTMENT) TO BE COMPLETED BY CONTRACT COMPLIANCE OFFICER

BIDDER'S NAME & ADDRESS	BID BOND / CHECK	P - ADMINISTRATIVE / D-TECHNICAL REVIEW	ACTUAL BID AMOUNT	SBE SUBCONTRACTOR NAME	CCBB	SBE PRIME	TOTAL SBE %	COMPLY Y/N	COMMENTS & INITIALS
Mr. Excavator, Inc. 8616 Euclid Chardon Road Kirtland, Ohio 44094	Bid Bond, 100% - Merchants Bonding Company (Mutual)	P: <u>Yes - Cmtc</u> IG# 12-1954 VCF = OK PH = YES 2% match = INC	\$2,806,087.35	<u>Petty Group, LLC</u> \$900,000.00	N	N	32%	<u>Y</u>	<u>ANY 4/23/13</u>
Burton Scott Contractors, LLC. 11330 Kinsman Road Newbury, Ohio 44065	Bid Bond, 100% - Granite RE, Inc.	P: <u>Yes - Cmtc</u> IG# 12-0701 VCF = OK PH = YES 2% match = N/A	\$2,814,633.50	<u>PGT Construction</u> \$450,000.00 <u>ATT'S Construction</u> \$216,043.50 <u>Wright Tech, Inc.</u> \$101,879.50 <u>Asphalt Fab.</u> \$81,325.50	N	N	30.2%	<u>Y</u>	<u>ANY 4/23/13</u> Per articles of corp & questionnaires Asphalt Fabrics still appear under previous owners. <u>ANY 4/23/13</u>
Karvo Paving Company 4524 Hudson Drive Stow, Ohio 44224	Bid Bond, 100% - Travelers Casualty & Surety Company of America	P: <u>Yes - Cmtc</u> IG# 12-1647 VCF = OK PH = YES 2% match = NO	\$2,882,231.25	<u>PGT Construction</u> \$574,200.00 <u>SB more b/b</u> \$150,000.00 <u>Rockport Road, Mx</u> \$400,000.00 <u>Asphalt Fab</u> \$81,196.00 <u>Asphalt Fab, Inc.</u> \$306,835.25	N	N	29.95%	<u>Y</u>	<u>ANY 4/23/13</u> Same as above <u>ANY 4/23/13</u>

COBB: Low Non-COBB Bid: \$2,806,087.35 +2% \$8,121.75 = \$2,814,209.10 Does COBB apply? Y (N) (\*Note: COBB must meet all bid requirements)

\* LOWEST BID RECD'S 2,806,087.35 RANGE OF LOWEST BID RECD'S 1,000,000 - 3,000,000 PRICE PEEF % & \$ LIMIT: 0% to max MAX SBE PRICE PEEF % 30%

OBM APPROVAL (If actual bid exceeds estimate) \_\_\_\_\_ DATE \_\_\_\_\_ DEPARTMENT DIRECTOR SIGNATURE \_\_\_\_\_ DEPARTMENT DIRECTOR NAME BOONITH G. TILBERT (Date Signed) 4/15/13

LOW BIDDER NOTIFIED NO YES Date: \_\_\_\_\_

Tab sheet with SBE Updated 01/29/2013





(OPD USE Only) Date Sent to Dept: \_\_\_\_\_ Date Received from Dept: \_\_\_\_\_  
**OFFICE OF PROCUREMENT & DIVERSITY**  
**TABULATION OF BIDS RECEIVED OVER \$25,000**

BID DUE DATE: April 16, 2013 CONTRACT PERIOD: N/A  
 REQUISITION NUMBER: CE -13 - 26546 NUMBER OF TB'S SENT/RETURNED: 9/4  
 REQUISITIONING DEPT.: Public Works - Engineer ESTIMATE: \$2,605,000.00  
 COMMODITY DESCRIPTION: Operations Group SBE GOAL: 30%

TO BE COMPLETED BY OPD AND USER DEPARTMENT (P=PROCUREMENT; D=DEPARTMENT)		TO BE COMPLETED BY CONTRACT COMPLIANCE OFFICER							
BIDDER'S NAME & ADDRESS	BID BOND / CHECK	P - ADMINISTRATIVE D-TECHNICAL REVIEW	ACTUAL BID AMOUNT	SBE SUBCONTRACTOR NAME	CCBB	SBE PRIME	TOTAL SBE %	COMPLY Y/N	COMMENTS & INITIALS
Fabrizi Trucking & Paving Co., Inc. 389 Columbia Road Valley City, Ohio 44280	Bid Bond, 100% - The Cincinnati Insurance Company of Ohio	P: <u>yes - OK</u> IG# 12-1263 VCF = OK NCA = OK PH = YES PB = N/A 2% match = NO	\$2,845,628.50	<u>SEE ATTACHED</u> <u>550,000.00</u> <u>Simplified Alter-native, Inc.</u> <u>7.73%</u> <u>\$220,000.00</u> <u>Trufford, Inc.</u> <u>4.10%</u> <u>\$114,560.00</u> <u>SEE TOTAL = \$866,560</u>	<u>N</u>	<u>N</u>	<u>30.45%</u>	<u>Y</u>	<u>any</u> <u>any 4/12/13</u> <u>mm 4/23/13</u>

CCBB: Low Non-CCBB Bid: \$ \_\_\_\_\_ +2% \$ \_\_\_\_\_ = \$ \_\_\_\_\_ Does CCBB apply? : Y / N (\*Note: CCBB must meet all bid requirements)  
 \* LOWEST BID REC'D \$ \_\_\_\_\_ RANGE OF LOWEST BID REC'D \$ \_\_\_\_\_ PRICE PREF % & \$ LIMIT: \_\_\_\_\_ MAX SBE PRICE PREF \$ \_\_\_\_\_

OBM APPROVAL \_\_\_\_\_ DATE \_\_\_\_\_ DEPARTMENT DIRECTOR SIGNATURE \_\_\_\_\_ DEPARTMENT DIRECTOR NAME \_\_\_\_\_  
 (If actual bid exceeds estimate)

Page 2 of 2

LOW BIDDER NOTIFIED  
 No  Yes Date: \_\_\_\_\_  
 Tab sheet with SBE Updated 01/29/2013

# Cheryl Kinzig - Tab Sheet - RQ26546

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**From:** Cheryl Kinzig  
**To:** Juliann Conway  
**Subject:** Tab Sheet - RQ26546

---

Hi Julie,

Hi Julie,

Attached is a copy of the bid tab for your review. I will send the original by Inter-office-mail to your attention. Have your director sign and return via Inter-office mail.

Cheryl

*Koula  
Please have  
Bonnie sign.  
Thank You  
Julie*

# County Council of Cuyahoga County, Ohio

## Resolution No. R2013-0108

Sponsored by: <b>County Executive FitzGerald/Department of Public Works/Division of County Engineer</b>	<b>A Resolution</b> making an award on RQ26597 to Terrace Construction Company, Inc. in the amount not-to-exceed \$2,744,044.50 for the Sewer and Lateral Repair Program for various County Sewer Districts; authorizing the County Executive to execute the contract and all other documents consistent with said award and this Resolution; and declaring the necessity that this Resolution become immediately effective.
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WHEREAS, the County Executive/Department of Public Works/Division of County Engineer has recommended an award on RQ26597 to Terrace Construction Company, Inc. in the amount not-to-exceed \$2,744,044.50 for the Sewer and Lateral Repair Program for various County Sewer Districts; and,

WHEREAS, the purpose of this contract is to have the resources to perform sewer and lateral repairs as needed; and,

WHEREAS, this project is for a two-year period and construction is anticipated to start July 1, 2013; and,

WHEREAS, funding for this project is from the Sewer District User Fees; and,

WHEREAS, it is necessary that this Resolution become immediately effective in order that critical services provided by Cuyahoga County can continue and to provide for the usual, daily operation of a County entity.

### **NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF CUYAHOGA COUNTY, OHIO:**

**SECTION 1.** That the Cuyahoga County Council hereby makes an award on RQ26597 to Terrace Construction Company, Inc. in the amount not-to-exceed \$2,744,044.50 for the Sewer and Lateral Repair Program for various County Sewer Districts.

**SECTION 2.** That the County Executive is authorized to execute a contract in connection with said award and all documents consistent with this Resolution.





13

**Item Details:**

<b>Agency/Dept. Name:</b>	County Engineer/Sanitary Engineering Division	<b>Agency/Dept. Head Name:</b>	Thomas P. Sotak, P.E.
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**Type of Request:** Award Recommendation

<b>Request Prepared by:</b>	Juliann Conway	<b>Telephone No.</b>	216-348-3838
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**SUMMARY OF REQUESTED ACTION:**

Department of Public Works

A) SCOPE OF WORK SUMMARY

1. is recommending an award on RQ26597 to Terrace Construction Company, Inc. in the amount not-to-exceed \$2,744,044.50 for the 2013 Sewer and Lateral Repair Program for various County Sewer Districts for a two-year period.

2. and enter into a contract with Terrace Construction Company, Inc.. They were determined to be the lowest qualified bidder and submitted all necessary documentation per the Bid Specifications.

PROCUREMENT

- 1) Competitive Bid process.
- 2) The Office of Procurement & Diversity assessed a thirty (30%) percent SBE Goal and approved their plan.
- 3) The engineer's estimate was \$2,500,000.00. The bids were open on April 23, 2013.

There were five (5) proposals pulled from OPD and two (2) bids were submitted for review and an award recommendation is being made to the lowest qualified bidder.

3) N/A.

**C) CONTRACTOR AND PROJECT INFORMATION**

Terrace Construction Company, Inc. Jeffrey E. Nock , President 216-739-3170  
3965 Pearl Road  
Clevelandl, Ohio 44109  
Council District - 3

3. Construction will be located in various Council Districts.

**D. PROJECT STATUS AND PLANNING**

1. This contract will be active for a two-year period or until funds are depleted (7/1/13 - 6/30/15).

**E. FUNDING**

1. Sewer District User Fees.

The contractor has completed ethics training as required.

**PURPOSE/OUTCOMES - PRINCIPAL OWNER(S):**

Jeffrey E. Nock, President

The purpose of this contract is to have the resources to perform sewer and lateral repairs as needed for a two-year period.

**Explanation for late submittal:**

**Contract/Agreement Information:**

**Procurement Method:**

Competitive Bid

**Explanation for Increase/Decrease in \$ Amount for current request:**

**Financial Information:**

**Funding source:      Explanation:**

Other                      See Summary of Requested Action.

**Total Amount Requested:**

\$2,744,044.50

**ATTACHMENTS:**

Click to download

- [Contract Cover TAB](#)
- [Contract Part 1 of 5 Instruction to Bidders](#)
- [Contract Part 2 of 5 Wage Rates](#)
- [Contract Part 3 of 5 Proposal](#)

- [Contract Part 4 \(A\) of 5 - TAB \(3\)](#)
- [Contract Part 4 \(B\) of 5](#)
- [Contract Part 5 of 5 Specification Group](#)
- [Auditor's Findings](#)
- [Business Name Filing](#)
- [DOPW Bid Tabs](#)
- [OPD Tab Sheet](#)

**History**

**Time**

**Who**

Office of Procurement &  
Diversity

**Approval**

----- 1





(OPD USE Only) Date Sent to Dept: 4/30/13

Date Received from Dept: 5/19/2013

OFFICE OF PROCUREMENT & DIVERSITY

TABULATION OF BIDS RECEIVED OVER \$25,000

BID DUE DATE: April 23, 2013  
 REQUISITION NUMBER: ST - 13 - 26597  
 REQUISITIONING DEPT.: Public Works - Sanitary Engineer  
 COMMODITY DESCRIPTION: 2013 Sewer & Lateral Repair Program

CONTRACT PERIOD: N/A  
 NUMBER OF ITB'S SENT/RETURNED: 5/12  
 ESTIMATE: \$2,500,000.00  
 SBE GOAL: 30%

Vendor is recommended for an award will require vendor to register with the IG TO BE COMPLETED BY OPD AND USER DEPARTMENT (P=PROCUREMENT; D=DEPARTMENT) TO BE COMPLETED BY CONTRACT COMPLIANCE OFFICER

BIDDER'S NAME & ADDRESS	BID BOND / CHECK	P-Back Y/N	P-ADMINISTRATIVE D-TECHNICAL REVIEW	ACTUAL BID AMOUNT	SBE SUBCONTRACTOR NAME	CCBB	SBE PRIME	TOTAL SBE %	COMPLY Y/N	COMMENTS & INITIALS
Terrace Construction Company, Inc. 3965 Pearl Road Cleveland, Ohio 44109	Bid Bond, 100% - The Cincinnati Insurance Company	N/A	P: yes IG# 12-2690 VCF = ok NCA = ok PB = yes 2% match = yes	\$2,744,044.50	ASW The Vallejo Company #214,404.45 (8%) DM Terrace Construction N \$548,808.90 20%	N	Y	30%	Y	Prime is certified. DMT 4/30/13 mm 4/30/13
Platform Cement 7503 Tyler Boulevard Mentor, Ohio 44060	Bid Bond, 100% - International Fidelity Insurance Company	N/A	P: yes IG# No* VCF = ok NCA = ok PB = yes 2% match = no	\$2,749,528.50	DM North Coast Paving \$250,000.00 9% AFM Cover Bros. \$50,000.00 1.8% DM R R Contracting \$225,000.00 19% Total \$825,000.00	N	N	30%	Y	DMT 4/30/13 mm 4/30/13

CCBB: Low Non-CCBB Bid: \$2,744,044.50 +2% \$54,880.89 - \$2,798,925.39 Does CCBB apply? (N) (Note: CCBB must meet all bid requirements)  
 \*LOWEST BID RECD \$ 2,744,044.50 RANGE OF LOWEST BID RECD'S (\$2,000,000.00 - \$3,000,000.00) \*PRICE PFER % & \$ LIMIT: 8% up to max \$10,000.00 MAX SBE PRICE PFER \$ 2,954,044.50

OBM APPROVAL: \_\_\_\_\_ DATE: \_\_\_\_\_ DEPARTMENT DIRECTOR SIGNATURE: [Signature] DEPARTMENT NAME: BONITA G. TEARWEN LOW BIDDER NOTIFIED: \_\_\_\_\_ DYES: \_\_\_\_\_ DATE: \_\_\_\_\_  
 (If actual bid exceeds estimate)



# County Council of Cuyahoga County, Ohio

## Resolution No. R2013-0109

Sponsored by: <b>County Executive FitzGerald/Department of Public Works</b>	<b>A Resolution</b> making an award on RQ26349 to Frank Novak & Sons, Inc. in the amount not-to-exceed \$582,480.00 for interior painting at various County facilities for the period 6/1/2013 - 5/31/2015; authorizing the County Executive to execute the contract and all other documents consistent with said award and this Resolution; and declaring the necessity that this Resolution become immediately effective.
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WHEREAS, the County Executive/Department of Public Works has recommended an award on RQ26349 to Frank Novak & Sons, Inc. in the amount not-to-exceed \$582,480.00 for interior painting at various County facilities for the period 6/1/2013 - 5/31/2015; and

WHEREAS, this contract is for a two (2) year period and includes the flooring in various County buildings on an as need basis (7/1/2013 to 6/30/2015); and

WHEREAS, the project will be funded from the Capital Project Future Debt Issue; and

WHEREAS, the work on this project will commence as soon as the contract is executed; and

WHEREAS, it is necessary that this Resolution become immediately effective in order that critical services provided by Cuyahoga County can continue and to provide for the usual daily operation of the County.

### **NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF CUYAHOGA COUNTY, OHIO:**

**SECTION 1.** That the Cuyahoga County Council hereby makes an award on RQ26349 to Frank Novak & Sons, Inc. in the amount not-to-exceed \$582,480.00 for interior painting at various County facilities for the period 6/1/2013 - 5/31/2015.

**SECTION 2.** That the County Executive is authorized to execute a contract in connection with said award and all documents consistent with this Resolution.

**SECTION 3.** It is necessary that this Resolution become immediately effective for the usual daily operation of the County and the reasons set forth in the preamble.





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**Item Details:**

<b>Agency/Dept. Name:</b>	Department Central Services/County Architect	<b>of Agency/Dept. Head Name:</b>	Michael W. Dever
<b>Type of Request:</b>	Award Recommendation		
<b>Request Prepared by:</b>	Juliann Conway	<b>Telephone No.</b>	216-348-3838
<b>SUMMARY OF REQUESTED ACTION:</b>			
Department of Public Works			
<u>A) SCOPE OF WORK SUMMARY</u>			
1. is recommending an award on RQ26349 to Frank Novak & Sons, Inc. in the amount not-to-exceed \$582,480.00 for Interior Painting at Various Cuyahoga County Buildings for a two-year period.			
2. and enter into a contract with Frank Novak & Sons, Inc.			
<u>PROCUREMENT</u>			
1) Competitive Bid process.			
2) The Office of Procurement & Diversity (OPD) assessed a thirty (30%) percent SBE Goal. The contractor did not meet that goal. They are a certified SBE contractor therefore they received 20% SBE credit. However they were deemed non-responsive for omitting form SBE-3. As per OPD since the next bidder is more then 10% of the low bid, the price preference policy can be utilized to award a contract to the "lowest and best" bidder that meets all bid requirements excluding the SBE Goal.			
3) The engineer's estimate was \$1,000,000.00. The bids were open on March 20, 2013.			

There were three (3) proposals pulled from OPD and two (2) bids were submitted for review and an award recommendation is being made to the lowest qualified bidder.

3) N/A.

**C) CONTRACTOR AND PROJECT INFORMATION**

Frank Novak & Sons, Inc., 216-475-5440  
23940 Miles Road  
Cleveland, Ohio 44128

Council District - 9. Work will be in various Council Districts

**D. PROJECT STATUS AND PLANNING**

1. The contract is for a two (2) year period. Will start necessary work as soon as the contract is executed.

**E. FUNDING**

1. Capital Project Future Debt Issue

Per the Inspector General's Office they are registered under Novak Supply.

**PURPOSE/OUTCOMES - PRINCIPAL OWNER(S):**

Allen Pinchot, Vice President

This contract is for a two (2) year period and includes the flooring in various County buildings on an as need basis (7/1/13 to 6/30/15).

**Explanation for late submittal:**

**Contract/Agreement Information:**

**Procurement Method:**

Competitive Bid

**Explanation for Increase/Decrease in \$ Amount for current request:**

**Financial Information:**

**Funding source:**

Other

**Explanation:**

See Summary of Requested Action

**Total Amount Requested:**

\$582,480.00

**ATTACHMENTS:**

Click to download

Contract Cover (TAB)

- [Auditor's Findings](#)
- [Business Name Filing](#)
- [Instruction to Bidders to Wage Rates](#)
- [Proposal - Contract TAB \(3\)](#)
- [General Conditions](#)
- [OPD Tab Sheet](#)
- [No Bid Sheet](#)
- [SOS](#)
- [PW Bid Results](#)

**History**

**Time**

**Who**

Office of Procurement &  
Diversity

**Approval**





(OPD USE ONLY) Date Sent to Dept: 3/27/2013 Date Received from Dept: 4/9/2013

**OFFICE OF PROCUREMENT & DIVERSITY**  
**TABULATION OF BIDS RECEIVED OVER \$25,000**

BID DUE DATE: March 20, 2013 CONTRACT PERIOD: Two Year Period  
 REQUISITION NUMBER: CT - 13 - 26349 NUMBER OF ITB'S SENT/RETURNED: 3 / 2  
 REQUISITIONING DEPT.: Public Works - Central Services ESTIMATE: \$1,000,000.00  
Interior Painting at Various County Buildings SBE GOAL: 30%  
 COMMODITY DESCRIPTION: \_\_\_\_\_

TO BE COMPLETED BY OPD AND USER DEPARTMENT (P=PROCUREMENT; D=DEPARTMENT)		TO BE COMPLETED BY CONTRACT COMPLIANCE OFFICER							
BIDDER'S NAME & ADDRESS	BID BOND / CHECK	P - ADMINISTRATIVE D - TECHNICAL REVIEW	ACTUAL BID AMOUNT	SBE SUBCONTRACTOR NAME	CBB	SBE PRIME	TOTAL SBE %	COMPLY Y/N	COMMENTS & INITIALS
Frank Novak & Sons, Inc. 23940 Miles Road Cleveland, Ohio 44128	Bid Bond, 100% - Great American Insurance Company	P: YES - <i>OK</i> IG# = NO VCF = ok PH = YES 2% match = YES <i>OK Andrew Cont'g</i>	\$582,480.00 <i>Award recommendation</i> <i>Price performance</i>	Frank Novak Sons, Inc. \$116,496.00 20%		Y	20%	and N	No SBE-3
Kastra, LLC. 1215 Polaris Parkway Suite 226 Columbus, Ohio 43240	Bid Bond, 100% - AMCO Insurance Company	P: YES - <i>OK</i> IG# = NO VCF = ok PH = NO 2% match = No	\$797,400.00 <i>WF Athos Contracting</i> <i>#239,200.00 30%</i>	Athos Contracting #239,200.00 30%			30%	and Y	and mm 3/26/13

CCBB: Low Non-CCBB Bid: \$ 582,480.00 +2% \$ 11,649.60 = \$ 594,129.60 Does CCBB apply? Y (Note: CCBB must meet all bid requirements)  
 + LOWEST BID REC'D \$ 582,480.00 RANGE OF LOWEST BID REC'D \$ 500,000.00 - \$ 1,000,000.00 PRICE PREF % & \$ LIMIT 10% max \$8,000.00 MAX SBE PRICE/PREF \$ 640,728.00

OSM APPROVAL: \_\_\_\_\_ DATE: \_\_\_\_\_ DEPARTMENT DIRECTOR SIGNATURE: Bart A. G... DEPARTMENT DIRECTOR NAME: BONITA G. TEEUWEN  
 LOW BIDDER NOTIFIED: 4/4/13  No  Yes Date: \_\_\_\_\_  
 (If actual bid exceeds estimate) (Type Signed)

BID EVALUATION

RO26349

Frank Novak & Sons, Inc.

Bid Bond lists Cuyahoga County Commissioners  
Vendor is not registered with the Inspector General.

Kastra, LLC

Power of Attorney for Bonding Company does not contain the company seal although signor attested to affixing the company seal.  
If vendor is considered for an award a legal opinion will be required on whether this can be waived.

Vendor is not registered with the Inspector General.

PAGE 2 OF 2.

# County Council of Cuyahoga County, Ohio

## Resolution No. R2013-0110

Sponsored by: <b>County Executive FitzGerald/Department of Public Works</b>	<b>A Resolution</b> making an award on RQ26232 to Coastal Quality Construction, Inc. in the amount not-to-exceed \$874,700.00 for the Juvenile Justice Center Public Defenders Relocation Project; authorizing the County Executive to execute the contract and all other documents consistent with said award and this Resolution; and declaring the necessity that this Resolution become immediately effective.
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WHEREAS, the County Executive/Department of Public Works/Division of County Engineer has recommended an award on RQ26232 to Coastal Quality Construction, Inc. in the amount not-to-exceed \$874,700.00 for the Juvenile Public Defenders Relocation Project; and,

WHEREAS, the purpose of this contract is to complete the relocation of the Juvenile Public Defenders Office to the Juvenile Justice Center 5<sup>th</sup> Floor; and,

WHEREAS, this project is anticipated to begin July 1, 2013; and,

WHEREAS, this project will be funded from the Capital Project Future Debt Issue Fund; and,

WHEREAS, it is necessary that this Resolution become immediately effective in order that critical services provided by Cuyahoga County can continue and to provide for the usual, daily operation of a County entity.

### **NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF CUYAHOGA COUNTY, OHIO:**

**SECTION 1.** That the Cuyahoga County Council hereby makes an award on RQ26232 to Coastal Quality Construction, Inc. in the amount not-to-exceed \$874,700.00 for the Juvenile Public Defenders Relocation Project.

**SECTION 2.** That the County Executive is authorized to execute a contract in connection with said award and all documents consistent with this Resolution.

**SECTION 3.** It is necessary that this Resolution become immediately effective for the usual daily operation of the County and the reasons set forth in the preamble.





# Novus AGENDA



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**Item Details:**

<b>Agency/Dept. Name:</b>	Department Central Services/County Architect	of	<b>Agency/Dept.Head Name:</b>
<b>Type of Request:</b>	Award Recommendation		
<b>Request Prepared by:</b>	Juliann Conway	<b>Telephone No.</b>	216-348-3838
<b>SUMMARY OF REQUESTED ACTION:</b>			
Department of Public Works			
A) <u>SCOPE OF WORK SUMMARY</u>			
1. is recommending an award on RQ26232 to Coastal Quality Construction, Inc. in the amount not-to-exceed \$874,700.00 for Cuyahoga County Juvenile Public Defenders Relocation to Juvenile Justice Center 5th Floor.			
2. and enter into a contract with Coastal Quality Constructin, Inc.			
<u>PROCUREMENT</u>			
1) Competitive Bid process.			
2) This Office of Procurement & Diversity (OPD) assessed a thirty (30%) percent SBE Goal. The contractor exceeded that goal.			
3) The engineer's estimate was \$1,084,000.00. The bids were open on March 19, 2013.			
There were Eighteen (18) proposals pulled from OPD and six (6) bids were submitted for review and an award recommendation is being made to the lowest qualified bidder.			
3) N/A.			

C) CONTRACTOR AND PROJECT INFORMATION

Coastal Quality Construction, Inc. (440-746-9900)  
315 Ken Mar Industrial Parkway  
Broadview Heights, Ohio 44147

Council District - 7

3. Construction is in Council District 7.

D. PROJECT STATUS AND PLANNING

1. Plans and specifications are complete. Ready to start relocation as soon as the contract is executed.

E. FUNDING

1. Capital Project Future Debt Issue

The contractor has completed the training. They are in the process of completed the registration form and submitting payment.

**PURPOSE/OUTCOMES - PRINCIPAL OWNER(S):**

Dave Gutfranski, President

The purpose of this contract is the complete the Juvenile Justice Public Defenders Relocation to the Juvenile Justice Center 5th Floor as per plans and specifications.

**Explanation for late submittal:**

**Contract/Agreement Information:**

**Procurement Method:**

Competitive Bid

**Explanation for Increase/Decrease in \$ Amount for current request:**

**Financial Information:**

**Funding source:      Explanation:**

Other                      See Summary of Requested Action

**Total Amount Requested:**

\$874,700.00

**ATTACHMENTS:**

Click to download

[Instruction to Bidders - Proposal - TAB \(1\) - Bond requires a signature per Law Dept - pg. 38 of scan](#)

[Contract Documents TAB \(3\)](#)

- [Close out Forms - Standards](#)
- [Wage Rates](#)
- [Specifications Group Part 1](#)
- [Specifications Group Part 2](#)
- [Specifications Group Part 3](#)

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- [Auditor's Report](#)
- [Business Name Filing](#)
- [DOPW Bid Tabs](#)
- [Contract Cover TAB](#)
- [OPD Tab Sheet](#)

**History**  
**Time**

**Who**  
Office of Procurement &  
Diversity

**Approval**





(OPD USE ONLY) Date Sent to Dept: 3-25-2013

Date Received from Dept: 4/26/2013

OFFICE OF PROCUREMENT & DIVERSITY

TABULATION OF BIDS RECEIVED OVER \$25,000

BID DUE DATE: March 19, 2013

REQUISITION NUMBER: CT - 13 - 26232

REQUISITIONING DEPT.: Public Works - Central Services

COMMODITY DESCRIPTION: Juvenile Public Defenders Relocation to JJC 5<sup>th</sup> Floor

CONTRACT PERIOD: N/A

NUMBER OF TIF'S SENT/RETURNED: 18 / 8

ESTIMATE: \$1,084,000.00

SBE GOAL: 30%

TO BE COMPLETED BY OPD AND USER DEPARTMENT (P=PROCUREMENT; D=DEPARTMENT)

BIDDER'S NAME & ADDRESS	BID BOND / CHECK	P - ADMINISTRATIVE D-TECHNICAL REVIEW	ACTUAL BID AMOUNT	SBE SUBCONTRACTOR NAME	CCBB	SBE PRIME	TOTAL SBE %	COMPLY Y/N	COMMENTS & INITIALS
Coastal Quality Construction 315 Ken Mar Industrial Parkway Broadview Heights, Ohio 44147	Bid Bond, 100% - Granite Re, Inc.	P: <u>Yes</u> IG# 12-4056 VCF = OK NCA = OK PH= YES PB = N/A 2% match = YES	\$850,000.00	EST. INC. - 21.90% P. 126,000.00 B. 133,777.00 C. 133,850.00 Imperial Mechanical 15.70%			53.30%	<u>Y</u>	<u>and 3/25/13</u>
R.L. Hill Management, Inc. 633 Broadway Avenue Bedford, Ohio 44145	Bid Bond, 100% shall not exceed \$1,193,000.00	P: <u>Yes</u> IG# NO VCF = OK NCA = OK PH= YES PB = N/A 2% match = YES	\$870,000.00	EST. INC. - 20% R.L. Hill Mgmt. \$174,000.00 C.T.I. Inc. \$186,200.00 John Prohaska \$8,800.00 Frank Novak & Sons \$14,800.00 Fox Fire 3% Extreme Gabling \$25,730.00 Sterling Prof. Group \$25,977.00 Imperial Mech. \$133,850.00		<u>Y</u>	50.40%	<u>and</u>	<u>and 3/25/13</u>
Sterling Professional Group 5331 Turney Road Garfield Heights, Ohio 44125	Bid Bond, 100% - International Fidelity Insurance Company	P: <u>Yes</u> IG# NO VCF = OK NCA = OK PH= YES PB = N/A 2% match = YES	\$885,700.00	EST. INC. - 3% Sterling Prof. Group \$177,000.00 Imperial Mech. \$133,850.00		<u>Y</u>	35.11%	<u>and</u>	<u>and 3/25/13</u>

CCBB: Low Non-CCBB Bid: \$ 850,000.00 +2% \$ 17,000.00 = \$ 867,000.00

RANGE OF LOWEST BID REC'D'S: \$850,000.00 - \$867,000.00

PRICE PEEF % & \$ LIMIT: 3%

MAX SBE PRICE PEEF \$: 25,977.00

Does CCBB apply? Y (\*Note: CCBB must meet all bid requirements)

LOW BIDDER NOTIFIED: Y

OBM APPROVAL: [Signature] DATE: 4/24/13

(If actual bid exceeds estimate)

DEPARTMENT DIRECTOR SIGNATURE: [Signature]

DEPARTMENT DIRECTOR NAME: Baunith Co. REEVEN

LOW BIDDER NOTIFIED: Y

Tab sheet with SBE Updated 01/29/2013



(OPD USE ONLY) Date Sent to Dept: \_\_\_\_\_ Date Received from Dept: \_\_\_\_\_  
**OFFICE OF PROCUREMENT & DIVERSITY**  
**TABULATION OF BIDS RECEIVED OVER \$25,000**

BID DUE DATE: March 19, 2013 CONTRACT PERIOD: N/A  
 REQUISITION NUMBER: CI - 13 - 26232 NUMBER OF ITB'S SENT/RETURNED: 18 / 8  
 REQUISITIONING DEPT.: Public Works - Central Services - Juvenile Public Defenders Relocation to JJC 5<sup>th</sup> Floor ESTIMATE: \$1,084,000.00  
 COMMODITY DESCRIPTION: \_\_\_\_\_ SBE GOAL: 30%

TO BE COMPLETED BY OPD AND USER DEPARTMENT (P=PROCUREMENT, D=DEPARTMENT)		TO BE COMPLETED BY CONTRACT COMPLIANCE OFFICER							
BIDDER'S NAME & ADDRESS	BID BOND / CHECK	P - ADMINISTRATIVE / D-TECHNICAL REVIEW	ACTUAL BID AMOUNT	SBE SUBCONTRACTOR NAME	CCBB	SBE PRIME	TOTAL SBE %	COMPLY Y/N	COMMENTS & INITIALS
Millstone Management Group 1540 Chagrin River Road Gates Mills, Ohio 44040	Bid Bond, 100% - International Fidelity Insurance Company	P: <u>Yes</u> D: <u>OK</u> IG# 13-0110 VCF = OK NCA = OK PH = YES PB = N/A 2% match = YES	\$888,999.00	<u>Wm. H. Stone Mgmt. Group</u> <u>\$177,799.80 20%</u> <u>Imperial Mech. 15%</u> <u>\$133,850.00</u> <u>Wm. Southern Electric 13.67%</u> <u>\$121,600.00</u>		Y	48.67%	Y	<u>AND</u> <u>3/25/13</u> <u>mm 3/25/13</u>
SONA Construction, LLC. 7344 Forestwood Drive Independence, Ohio 44131	Bid Bond, 100% - Western Surety Company	P: <u>Yes</u> D: <u>OK</u> IG# NO VCF = OK NCA = OK PH = YES PB = N/A 2% match = YES	\$915,000.00	<u>SONA Const. 20%</u> <u>\$183,000.00</u> <u>M. Rivera Const. 12%</u> <u>\$10,900.00</u> <u>Imperial Mech. 12.8%</u> <u>\$117,000.00</u> <u>Summers + Sons 1.6%</u> <u>\$15,000.00</u>		Y	35.50%	Y	<u>AND</u> <u>3/25/13</u> <u>mm 3/25/13</u>
Apex Construction & Management Co., Inc. 24381 Aurora Road, Suite A-6 Bedford Heights, Ohio 44146	Bid Bond, 100% - International Fidelity Insurance Company	P: <u>Yes</u> D: <u>OK</u> IG# NO VCF = INC NCA = OK PH = YES PB = N/A 2% match = YES	\$939,900.00	<u>Apex Const + Mgmt. 20%</u> <u>\$187,980.00</u> <u>Imperial Mech. 12.23%</u> <u>\$115,000.00</u>		Y	32.23%	Y	<u>AND</u> <u>3/25/13</u> <u>mm 3/25/13</u> <u>Apex did not submit SBE 2 for k.i.s. company or any doc. in reference to k.i.s. SBE</u> <u>AND 3/25/13</u> <u>mm 3/25/13</u>

CCBB: Low Bid - CCBB Bid: \$ \_\_\_\_\_ -3% \$ \_\_\_\_\_  
 RANGE OF LOWEST BID RECTS: \_\_\_\_\_  
 Does CCBB apply? Y / N \_\_\_\_\_  
 (\*Note: CCBB must meet all bid requirements)  
 MAX SBE PRICE PERCENT: \_\_\_\_\_  
 PRICE PERCENT & STAND: \_\_\_\_\_

DEPARTMENT DIRECTOR SIGNATURE: [Signature] DATE: 4/24/13  
 DEPARTMENT DIRECTOR NAME: BOUNTY G. TEEUWEN  
 LOW BIDDER NOTIFIED: DN DATE: \_\_\_\_\_  
 (Date of award)



(OPD USE ONLY) Date Sent to Dept: \_\_\_\_\_

Date Received from Dept: \_\_\_\_\_

OFFICE OF PROCUREMENT & DIVERSITY

TABULATION OF BIDS RECEIVED OVER \$25,000

BID DUE DAT

March 19, 2013

CONTRACT PERIOD

N/A

REQUISITION NUMBER

CT - 13 - 26232

NUMBER OF TTB'S SENT/RETURNED

18 / 8

REQUISITIONING DEPT.

Public Works - Central Services - Juvenile Public Defenders Relocation to JJC 5<sup>th</sup> Floor

ESTIMATE

\$1,084,000.00

COMMODITY DESCRIPTION

SBE GOAL

30%

TO BE COMPLETED BY OPD AND USER DEPARTMENT (P=PROCUREMENT; D=DEPARTMENT)

TO BE COMPLETED BY CONTRACT COMPLIANCE OFFICER

BIDDER'S NAME & ADDRESS	BID BOND / CHECK	P - ADMINISTRATIVE D-TECHNICAL REVIEW	ACTUAL BID AMOUNT	SBE SUBCONTRACTOR NAME	CCBB	SBE PRIME	TOTAL SBE %	COMPLY Y/N	COMMENTS & INITIALS
Charles Schultz Building Co. 4519 Brookpark Road Parma, Ohio 44134	Bid Bond, 100% - Ohio Farmers Insurance Company	P: Yes <i>awk</i> IG# NO VCF = OK NCA = OK PH=YES PB = N/A 2% match = YES <i>D-OK DS</i>	\$1,012,000.00	<i>Imperial Mech.</i> \$126,000.00 11.85% <i>W.M. Cioragi Interior</i> \$178,900.00 17.68%		Y	35.97%	Y	<i>Requesting a partial waiver but they don't meet it, they meet the goal</i> <i>AW 3/25/13</i> <i>AW 3/25/13</i>
Charles Schultz Building Co. 4519 Brookpark Road Parma, Ohio 44134	Bid Bond, 100% - Ohio Farmers Insurance Company	P: Yes <i>awk</i> IG# NO VCF = OK NCA = OK PH=YES PB = N/A 2% match = YES <i>D-OK DS</i>	Total SBE \$ 298,900.00	<i>Charles Schultz</i> \$205,115.80 20% <i>Duct Fabricators</i> \$151,800.00 14.80% <i>Burkshire Const.</i> \$12,000.00 1.17%		Y	35.97%	Y	<i>Requesting a partial waiver but they don't meet it, they meet the goal</i> <i>AW 3/25/13</i> <i>AW 3/25/13</i>

CCBB: Low Non-CCBB Bid: \$ \_\_\_\_\_ \*% \$ \_\_\_\_\_ - \$ \_\_\_\_\_  
 RANGE OF LOWEST BID RECD'S: \_\_\_\_\_  
 Does CCBB apply? Y / N \_\_\_\_\_  
 PRICE PRER % & \$1.00MT \_\_\_\_\_  
 (\*Note: CCBB must meet all bid requirements)  
 MAX SBE PRICE PRER \$ \_\_\_\_\_

DEPARTMENT DIRECTOR SIGNATURE: *[Signature]* DATE: *4/24/13*  
 DEPARTMENT DIRECTOR NAME: *BOWEN G. STELLWELL*  
 LOW BIDDER NOTIFIED: \_\_\_\_\_ DYES: \_\_\_\_\_ DATE: \_\_\_\_\_  
 (Use of form)

BID EVALUATION  
RQ26232

**Sterling Professional Group**

Vendor is not registered with the Inspector General

**R.L. Hill Management, Inc.**

Vendor is not registered with the Inspector General

**SONA Construction, LLC.**

Vendor is not registered with the Inspector General

**Apex Construction & Management Co., Inc.**

Line 14 on Vendor's Compliance Form is incomplete

Vendor is not registered with the Inspector General

**Envirocom Construction, Inc.**

Vendor is not registered with the Inspector General

**Charles Schulz Building Co.**

Vendor is not registered with the Inspector General



# County Council of Cuyahoga County, Ohio

## Resolution No. R2013-0111

<p>Sponsored by: <b>County Executive FitzGerald/Department of Public Works/Division of County Engineer</b></p>	<p><b>A Resolution</b> making an award on RQ26692 to First Energy Services Corp. in the amount not-to-exceed \$8,370,821.00 for purchase of electric utility services for County-owned facilities for the period 10/1/2013 - 9/30/2015; authorizing the County Executive to execute the contract and all other documents consistent with said award and this Resolution; and declaring the necessity that this Resolution become immediately effective.</p>
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WHEREAS, the County Executive/Department of Public Works/Division of County Engineer has recommended an award on RQ26692 to First Energy Services Corp. in the amount not-to-exceed \$8,370,821.00 for the purchase of electric utility services for County-owned facilities for the period 10/1/2013 - 9/30/2015; and

WHEREAS, the supply includes a 50% Green Power, and Mixed Greens program that will allow the County to gain renewable energy credits, and meet green and renewable requirements; and

WHEREAS, the estimated cost is \$11,000,000.00 for the two year contract; and

WHEREAS, the project will be funded 100% by the General fund; and

WHEREAS, due to fluctuations in the utility market, the rate might change by the time the County signs the contract agreement; and

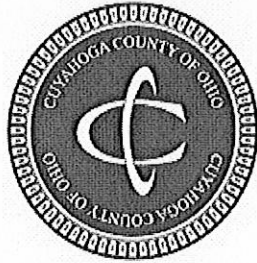
WHEREAS, it is necessary that this Resolution become immediately effective in order that critical services provided by Cuyahoga County can continue and to provide for the usual, daily operation of the County.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF CUYAHOGA COUNTY, OHIO:**

**SECTION 1.** That the Cuyahoga County Council hereby makes an award on RQ26692 to First Energy Services Corp. in the amount not-to-exceed \$8,370,821.00 for the purchase of electric utility services for County-owned facilities for the period 10/1/2013 - 9/30/2015.



\_\_\_\_\_, 20\_\_



9

**Item Details:**

<b>Agency/Dept. Name:</b>	County Engineer	<b>Agency/Dept.Head Name:</b>	Jamal H. Husani
<b>Type of Request:</b>	Award Recommendation		
<b>Request Prepared by:</b>	Gerard Salomon	<b>Telephone No.</b>	216-698-6527
<b>SUMMARY OF REQUESTED ACTION:</b>			
SUMMARY			
First Energy Solutions Corp. Award Recommendation for Full Requirements Retail Electric Generation Supply. The County through the Department of Public Works owns and operates multiple facilities with an annual electricity consumption of approximately 55 Million Kilo-Watt-Hours.			
<b>A. Scope of Work Summary</b>			
<ol style="list-style-type: none"> <li>1. The Department of Public Works is recommending an Award to First Energy Solutions Corp. for Full Requirements Retail Electric Generation Supply for various County facilities for the period October 1, 2013 through September 30, 2015. The supply includes a 50% Green Power, MixedGreens program, that will allow the County to gain Renewable Energy Credits and meet green and renewable requirements.</li> <li>2. The estimated cost is \$ 11,000,000.00 for two years contract. First Energy Solutions Corp. proposal is attached.</li> <li>3. Note that, due to fluctuations in the utility market, the rate might change by the time the County signs the contract agreement.</li> </ol>			
<b>B.Procurement</b> The procurement method for this project was RFP			
<b>C.Contract and Project Information</b>			
1.The address of the Vendor is: First Energy Solutions 341 White Pond Drive Akron, Ohio 44320			
<b>D.Project Status and Planning</b>			
The project reoccurs bi-annual. The County has an existing electric contract with First Energy Solutions Corp which will expire on September 30, 2013.			
<b>E.Funding</b>			

The Project is funded 100% by General Fund

**PURPOSE/OUTCOMES – PRINCIPAL OWNERS**

1. The Department of Public Works Selection Committee has reviewed and carefully considered all proposals submitted to this office for providing Full Requirements Retail Electric Generation Supply for various Cuyahoga County facilities. Evaluation of these proposals was done in accordance with the policies and procedures of the County policy on vendor selection.

2. First Energy Solutions Corp. has been selected among two other vendors: Constellation and Direct Energy Services. The evaluation form is attached.

3. First Energy Solutions Corp. will provide Full Requirements Retail Electric Generation Supply that includes 50% Green Power product. The percentage of "MixedGreens", a voluntary Renewable Energy program, will allow the County to gain Renewable Energy Credits and meet green and renewable energy requirements.

**PURPOSE/OUTCOMES - PRINCIPAL OWNER(S):**

**Explanation for late submittal:**

**Contract/Agreement Information:**

**Procurement Method:**

**Explanation for Increase/Decrease in \$ Amount for current request:**

**Financial Information:**

**Funding source:      Explanation:**

General Fund              General Fund

**Total Amount Requested:**

\$

**ATTACHMENTS:**

Click to download

- [Award Letter](#)
- [Tabulation Sheet](#)
- [Evaluation Sheet](#)
- [Auditor of State](#)
- [Secretary of State](#)
- [Liability Insurance](#)
- [Vendors Response](#)
- [Workers Compensation](#)
- [RFP 26692](#)
- [Blue Back](#)
- [Contract](#)
- [Department Acknowledgement Form](#)
- [Ethics Certification](#)
- [Revised Contract Cover](#)
- [Signature Authorization](#)

**History**

Time

Who

Office of Procurement &  
Diversity

Approval

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**CUYAHOGA COUNTY - ELECTRIC BID 2013 - EVALUATION SHEET**

**Analysis - Bidders' Rate**

Bidder	FIRST ENERGY SOLUTION		CONSTELLATION		DIRECT ENERGY	
	12	24	12	24	12	24
Term						
RATE Per kWh	\$0.04870	\$0.05590	\$0.05228	\$0.06039	\$0.05450	\$0.05989
	\$2,613,199	\$5,999,088	\$2,805,084	\$6,480,947	\$2,924,421	\$6,427,288
Low Bid	No.1		No.2		No.4	
12 Months		No.1		No.3		No.2
24 Months						

<b>Total kWh</b>	
(12 Months)	53,659,110
(24 Months)	107,318,220
	(Projection)
	(REF: Attachment-B)

SCORE	FIRST ENERGY SOLUTION		CONSTELLATION		DIRECT ENERGY	
	12	24	12	24	12	24
Price	50	50	45	45	46	46
Experiences	30	20	18	18	15	15
Methodology	10	6	7	7	3	3
Management Plan	5	2	4	4	1	1
Understanding	5	3	1	1	4	4
<b>Total</b>	<b>100</b>	<b>81</b>	<b>75</b>	<b>75</b>	<b>69</b>	<b>69</b>
<b>RANK</b>		<b>1st</b>	<b>2nd</b>	<b>2nd</b>	<b>3rd</b>	<b>3rd</b>

Date Received from Dept: \_\_\_\_\_  
 JPD Use Only)



**CUYAHOGA COUNTY  
 TABULATION OF PROPOSALS RECEIVED**

**DEPARTMENT NAME:** Public Works - Central Services

**PROPOSAL DUE DATE:** April 2, 2013

**RFP TITLE:** Purchase of Electricity

**RFP #:** CT - 13 - 26692      **SBE:** 0%

TO BE COMPLETED BY OPD	TO BE COMPLETED BY SBE CONTRACT COMPLIANCE OFFICER						USER DEPT.
	IG / ETHICS REGISTRATION COMPLETE	SBE SUBCONTRACTOR NAME AMOUNT & PERCENTAGE	SBE PRIME %	TOTAL SBE %	COMPLY Y/N	COMMENTS & INITIALS	
Champion Energy 10 North Martingale Road Suite # 400 Schaumburg, IL 60173	NER AP 4-3-13						N
Constellation NewEnergy, Inc. 100 Constellation Way Suite # 1200C Baltimore, MD 21202	NER AP 4-3-13						N
Direct Energy Business, LLC. 1111 West 22 <sup>nd</sup> Street Suite #810 Oak Brook, IL 60523	NER AP 4-3-13						N
First Energy Solutions 341 White Pond Drive Akron, Ohio 44320	NER AP 4-3-13						Y

**SBE WAIVED**

**JAMAL HUSANI**

Department Director Name  
 Rptab - Updated 11/10/2012

*[Signature]*  
 Department Director Signature of Approval  
 Date: 4/18/13



# County Council of Cuyahoga County, Ohio

## Resolution No. R2013-0112

Sponsored by: <b>County Executive FitzGerald/Department of Public Works</b>	<b>A Resolution</b> authorizing an amendment to Contract No. CE0800492-01 with Cleveland Commerce Center, Inc. for lease of parking spaces located at East 40 <sup>th</sup> Street and Perkins Avenue, Cleveland, for use by the Division of Children and Family Services for the period 5/1/2008 - 4/30/2013 to extend the time period to 4/30/2018 and for additional funds in the amount of \$327,120.00; authorizing the County Executive to execute the amendment and all other documents consistent with this Resolution; and declaring the necessity that this Resolution become immediately effective.
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WHEREAS, the County Executive/Department of Public Works has recommended an amendment to Contract No. CE0800492-01 with Cleveland Commerce Center, Inc. for lease of parking spaces located at East 40<sup>th</sup> Street and Perkins Avenue, Cleveland, for use by the Division of Children and Family Services for the period 5/1/2008 – 4/30/2013 to extend the time period to 4/30/2018 and for additional funds in the amount of \$327,120.00; and,

WHEREAS, this project is funded 32% from Federal funds, and 68% from the Health and Human Services Levy Fund; and,

WHEREAS, it is necessary that this Resolution become immediately effective in order that critical services provided by Cuyahoga County can continue and to provide for the usual, daily operation of a County entity.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF CUYAHOGA COUNTY, OHIO:**

**SECTION 1.** That the Cuyahoga County Council authorizes an amendment to Contract No. CE0800492-01 with Cleveland Commerce Center, Inc. for lease of parking spaces located at East 40<sup>th</sup> Street and Perkins Avenue, Cleveland, for use by the Division of Children and Family Services for the period 5/1/2008 – 4/30/2013 to extend the time period to 4/30/2018 and for additional funds in the amount of \$327,120.00.

**SECTION 2.** That the County Executive is authorized to execute an amendment and all documents consistent with this Resolution.

**SECTION 3.** It is necessary that this Resolution become immediately effective for the usual daily operation of the County and the reasons set forth in the preamble. Provided that this Resolution receives the affirmative vote of at least eight members of Council, it shall take effect and be in force immediately upon the earliest occurrence of any of the following: (1) its approval by the County Executive through signature, (2) the expiration of the time during which it may be disapproved by the County Executive under Section 3.10(6) of the Cuyahoga County Charter, or (3) its passage by at least eight members of Council after disapproval pursuant to Section 3.10(7) of the Cuyahoga County Charter. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

**SECTION 4.** It is found and determined that all formal actions of this Council relating to the adoption of this Resolution were adopted in an open meeting of the Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

On a motion by \_\_\_\_\_, seconded by \_\_\_\_\_, the foregoing Resolution was duly adopted.

Yeas:

Nays:

\_\_\_\_\_  
County Council President

\_\_\_\_\_  
Date

\_\_\_\_\_  
County Executive

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Date

First Reading/Referred to Committee:

Committee(s) Assigned:

Journal \_\_\_\_\_  
\_\_\_\_\_, 20\_\_



7

**Item Details:**

<b>Agency/Dept. Name:</b>	County Engineer	<b>Agency/Dept.Head Name:</b>	Jamal H. Husani
<b>Type of Request:</b>	Agreement/Amendment		
<b>Request Prepared by:</b>	John Myers	<b>Telephone No.</b>	216-698-2517
<b>SUMMARY OF REQUESTED ACTION:</b>			
<b>Summary of Requested Action:</b>			
The Department of Public Works submitting a amendment to lease contract CE0800492-01 with Cleveland Commerce Center, Inc.			
<b>A. Scope of Work Summary</b>			
The Department of Public Works seeking an amendment to lease contract CE0800492-01 with Cleveland Commerce Center, Inc.			
The terms of the amendment are as follows:			
An amendment extending the Term from May 1, 2013 through April 30, 2018 and reaffirming a termination clause where the County may terminate any time with one year notice. The base lease is for 125 spaces located at E. 40th and Perkins Ave. approximately 2 blocks from the County's Jane Edna Hunter Building. CFS Employment contracts require the County to provide parking for Children and Family Services Workers who utilize their personal vehicles every day their work.			
a. The five (5) year <b>Term calls for a total of \$327,120.00, a slight increase from \$318,492.00 over the five year Term pursuant to the renewal option.</b>			
<b>B. Procurement</b>			
N/A			
<b>C. Contract and Project Information</b>			
1. The address of the vendor is: Cleveland Commerce Center, Inc. 30325 Bainbridge Road, Suite A-1 Solon, Ohio 44139 Council District 6			
2. a. A listing of board of directors attached.			
3. a. Parking spaces located in Council District 7			

**E. Funding**

- 1. The project is funded by General Fund (\$327,120.00)
- 2. The schedule of payments is by invoice.
- 3. N/A

**PURPOSE/OUTCOMES - PRINCIPAL OWNER(S):**

**Explanation for late submittal:**

**Contract/Agreement Information:**

**Procurement Method:**

**Explanation for Increase/Decrease in \$ Amount for current request:**

**Financial Information:**

**Funding source:      Explanation:**

**Total Amount Requested:**

\$

**ATTACHMENTS:**

Click to download

- [Lease Amendment](#)
- [W9](#)
- [Primary Owner](#)
- [Blue Back](#)
- [Workers Compensation](#)
- [Ethics Training](#)
- [Certificate of Liability Insurance](#)

**History**

**Time**

**Who**

Office of Procurement &  
Diversity

**Approval**



# County Council of Cuyahoga County, Ohio

## Resolution No. R2013-0113

Sponsored by: <b>County Executive FitzGerald/Department of Public Works</b>	<b>A Resolution</b> authorizing an amendment to Contract No. CE0800729-01 with Priemer Investment Co., LLC for lease of 128 parking spaces located at 4209, 4213 and 4415 Euclid Avenue, Cleveland, for use by the Division of Children and Family Services for the period 5/1/2008 - 4/30/2013 to extend the time period to 4/30/2018 and for additional funds in the amount of \$341,236.80; authorizing the County Executive to execute the amendment and all other documents consistent with this Resolution; and declaring the necessity that this Resolution become immediately effective.
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WHEREAS, the County Executive/Department of Public Works has recommended an amendment to Contract No. CE0800729-01 with Priemer Investment Co., LLC for lease of 128 parking spaces located at 4209, 4213 and 4415 Euclid Avenue, Cleveland, for use by the Division of Children and Family Services for the period 5/1/2008 – 4/30/2013 to extend the time period to 4/30/2018 and for additional funds in the amount of \$341,236.80; and,

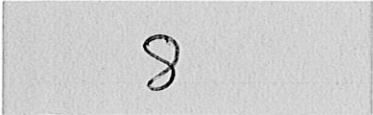
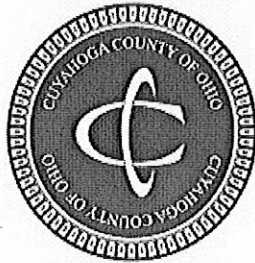
WHEREAS, this project is funded 32% from Federal funds, and 68% from the Health and Human Services Levy Fund; and,

WHEREAS, it is necessary that this Resolution become immediately effective in order that critical services provided by Cuyahoga County can continue and to provide for the usual, daily operation of a County entity.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF CUYAHOGA COUNTY, OHIO:**

**SECTION 1.** That the Cuyahoga County Council authorizes an amendment to Contract No. CE0800729-01 with Priemer Investment Co., LLC for lease of 128 parking spaces located at 4209, 4213 and 4415 Euclid Avenue, Cleveland, for use by the Division of Children and Family Services for the period 5/1/2008 – 4/30/2013 to extend the time period to 4/30/2018 and for additional funds in the amount of \$341,236.80.





**Item Details:**

<b>Agency/Dept. Name:</b>	County Engineer	<b>Agency/Dept.Head Name:</b>	Jamal H. Husani
<b>Type of Request:</b>	Agreement/Amendment		
<b>Request Prepared by:</b>	John Myers	<b>Telephone No.</b>	216-698-2517
<b>SUMMARY OF REQUESTED ACTION:</b>			
<b>Summary of Request Action:</b>			
The Department of Public Works submitting a amendment to lease contract CE0800729-01 with Priemer Investments Co., LLC.			
<b>A. Scope of Work Summary</b>			
The Department of Public Works seeking an amendment to lease contract CE0800729-01 with Priemer Investments Co., LLC.			
The terms of amendment as follows:			
An amendment extending the Term from <b>May 1, 2013 through April 30, 2018</b> and reaffirming a termination clause where the County may terminate at any time with one year notice. This base lease is for 125 spaces located at E. 40th and Euclid Ave. 1 block from the County's Jane Edna Hunter Building. CFS Employment contracts require the County to provide parking for Children and Family Services Workers who utilize their personal vehicles every day for their work.			
a. The five (5) year <b>Term calls for a total of \$341,236.80. an approximately 2.8% decrease from the original Term.</b>			
<b>B. Procurement</b>			
N/A			
<b>C. Contract and Project Information</b>			
1. The address of the vendor is Priemer Investment Co., LLC 2800 Euclid Ave. Suite 515 Cleveland, Ohio 44115 Council District N/A			
2.a. A listing of board of directors attached.			
3.a. Parking spaces located in Council District 7			

**E. Funding**

1. The project is funded by General Fund (\$341,236.80)
2. The schedule of payments is by invoice.
3. N/A

**PURPOSE/OUTCOMES - PRINCIPAL OWNER(S):**

**Explanation for late submittal:**

**Contract/Agreement Information:**

**Procurement Method:**

**Explanation for Increase/Decrease in \$ Amount for current request:**

**Financial Information:**

**Funding source:    Explanation:**

**Total Amount Requested:**

\$

**ATTACHMENTS:**

Click to download

- [Contract](#)
- [W9](#)
- [Ethics Training](#)
- [Principal Owner](#)
- [Certificate of Liability Insurance](#)
- [Lease Agreement](#)
- [Primary Owner](#)

**History**

**Time**

**Who**

Office of Procurement &  
Diversity

**Approval**





# County Council of Cuyahoga County, Ohio

## Resolution No. R2013-0114

<p>Sponsored by: <b>County Executive FitzGerald/Department of Health and Human Services/Cuyahoga Job and Family Services</b></p>	<p><b>A Resolution</b> making an award on RQ26333 to Catholic Charities Corporation in the amount not-to-exceed \$600,672.00 for pre-employment screening services for Ohio Works First applicants for the period 7/1/2013 - 6/30/2014; authorizing the County Executive to execute the contract and all other documents consistent with said award and this Resolution; and declaring the necessity that this Resolution become immediately effective.</p>
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WHEREAS, the County Executive/Department of Health and Human Services/Cuyahoga Job and Family Services has recommended an award on RQ26333 to Catholic Charities Corporation in the amount not-to-exceed \$600,672.00 for pre-employment screening services for Ohio Works First applicants for the period 7/1/2013 – 6/30/2014; and,

WHEREAS, the goal of the project is to design, implement, and manage the administration of a quality, timely, comprehensive screening of participants' employability so that participants may be matched with the most appropriate programs and services, thereby improving their self-sufficiency outcomes; and,

WHEREAS, the project is funded 100% by Federal Temporary Assistance for Needy Families ("TANF") funding; and,

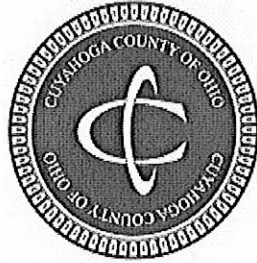
WHEREAS, it is necessary that this Resolution become immediately effective in order that critical services provided by Cuyahoga County can continue and to provide for the usual, daily operation of a County entity.

### **NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF CUYAHOGA COUNTY, OHIO:**

**SECTION 1.** That the Cuyahoga County Council hereby makes an award on RQ26333 to Catholic Charities Corporation in the amount not-to-exceed \$600,672.00 for pre-employment screening services for Ohio Works First applicants for the period 7/1/2013 – 6/30/2014.

**SECTION 2.** That the County Executive is authorized to execute a contract in connection with said award and all documents consistent with this Resolution.





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**Item Details:**

<b>Agency/Dept. Name:</b>	Employment and Family Services	<b>Agency/Dept. Head Name:</b>	Joseph Gauntner
<b>Type of Request:</b>	Award Recommendation		
<b>Request Prepared by:</b>	Robert K. Math	<b>Telephone No.</b>	216.987.6911
<b>SUMMARY OF REQUESTED ACTION:</b>			
<b>Title:</b> Cuyahoga Job and Family Services 2013 Recommended Award RQ#26333 Catholic Charities Corporation			
<b>Contract:</b> Pre-Employment Screening Services for OWF Applicants			
<b>A. Scope of Work Summary</b>			
1. Cuyahoga Job and Family Services is requesting to award a contract with Catholic Charities Corporation for the cost of \$600,672.00. The planned contract period is July 1, 2013 to June 30, 2014.			
2. The primary goal of the program:			
·To design, implement, and manage the administration of a quality, timely, comprehensive screening of participants' employability so that participants may be matched with the most appropriate programs and services, thereby improving their self-sufficiency outcomes.			
3. The program is mandated by ORC Section 5107.41, requiring adult or minor head of household cash assistance applicants be appraised.			
<b>B. Procurement</b>			
1. The procurement method for this project was RFP. The total value of the RFP is \$650,000.00.			
2. The RFP RQ#26333 was closed on March 8, 2013.			
3. There were 3 proposals submitted for review, 1 proposal is being recommended for approval.			
<b>C. Contractor and Project Information</b>			

1. The address of the vendor:  
Catholic Charities Corporation  
7911 Detroit Avenue  
Cleveland, OH 44102  
Council District (07)
2. The Executive Director for the vendor is Maureen Dee.
3. a. The location of the project is:  
V.E. Brown Building  
1641 Payne Ave  
Cleveland, OH 44114
3. b. The project is located in Council District (07)

**D. Project Status and Planning**

1. The project reoccurs annually.
2. The project is on a critical action path to enable service delivery beginning July 1, 2013.

**E. Funding**

1. The project is funded 100% by Federal TANF funding.
2. The schedule of payments is monthly by invoice.

**PURPOSE/OUTCOMES - PRINCIPAL OWNER(S):**

**Explanation for late submittal:**

**Contract/Agreement Information:**

**Procurement Method:**

RFP (Request for Proposal)

**Explanation for Increase/Decrease in \$ Amount for current request:**

**Financial Information:**

**Funding source:      Explanation:**

Federal                      TANF Funding

**Total Amount Requested:**

\$600,672.00

**ATTACHMENTS:**

Click to download

- [RFP RQ#26333 Pre-Employment Screening Services](#)
- [Dept Acknowledgement Form](#)
- [Bidders Compliance Catholic Charities](#)
- [Proposal Prt I. RQ26333 Catholic Charities](#)
- [Proposal PrtII RQ26333 Catholic Charities](#)
- [Signature Authorization Catholic Charities](#)
- [Contract Cover Catholic Charities.2013](#)
- [Contract Catholic Charities Corp PES.2013](#)
- [Ins Cert Catholic Charities](#)
- [Workers Comp Catholic Charities](#)

- [Non-Collusion Affidavit Catholic Charities](#)
- [W9 Catholic Charities](#)
- [Auditors Findings Catholic Charities](#)
- [Business Filing Catholic Charities](#)
- [History Log Catholic Charities PES](#)
- [BSO RFP RQ#26333](#)
- [Proposal Eva/ Summary Comments RFP RQ26333](#)
- [Award Ltrs RQ#26333](#)
- [Contract Eval Catholic Charities Corp PES](#)
- [Tab Sheet RQ#26333](#)

**History**

**Time**

5/15/2013 4:04 PM

**Who**

Office of Procurement &  
Diversity

Clerk of the Board

**Approval**

Yes



## CONTRACT EVALUATION FORM

(To be completed by user department for all contract renewals or amendments.)

<b>Contractor:</b>	Catholic Charities Corporation Pre-Employment Screening		
<b>Contract Number:</b>	CE-0900553-01		
<b>Original Contract Amount:</b>	\$739,951.00	<b>Original Time Period:</b>	July 1, 2009 – June 30, 2010
<b>Amended Amount :</b>	(1) \$640,331.00	<b>Amended Time Period:(1)</b>	July 1, 2010 – June 30, 2011
	(2) \$574,551.00	(2)	July 1, 2011 - June 30, 2012
	(3) \$532,667.00	(3)	July 1, 2012 – June 30, 2013
<b>Funding Source:</b>	TANF		

### Background

Following the implementation of welfare reform in 1996, TANF caseloads both nationally and locally began to decrease dramatically. Despite this decrease, there was still a segment of the TANF population that struggled to end their dependence on cash assistance because of the presence of significant barriers to getting and keeping a job. Under the Ohio Administrative Code, Employment & Family Services was required to conduct an upfront employment assessment for all Ohio Works First (OWF) applicants in order to identify some of these issues. As a result, in 2000, EFS contracted with the county mental health and the county alcohol and drug boards to screen new OWF applicants for issues related to alcohol and drug use and mental health to identify clients with these issues and link them to appropriate treatment programs with the goal of enhancing their ability to eventually secure employment.

At the same time, local and national research clearly indicated that our “hard to serve” TANF recipients generally faced a multitude of barriers beyond AOD and mental health. As a result, beginning in 2004, we implemented a comprehensive pre-employment screen which encompassed a broader range of employability issues. Using professionally trained and licensed clinicians, areas that were screened included: domestic violence, learning disabilities, employment history, education, vocational skills, physical health problems, learning disabilities, child abuse, substance abuse, mental health as well as determining clients’ skills, interests, and abilities.

Today, an individual who applies for OWF cash assistance must have a pre-employment screen conducted prior to their eligibility intake appointment. EFS eligibility specialists then receive a summary report of the screen which assists them in determining the most appropriate employment and training activities for that client.

### Service Description

- Catholic Charities Corporation (CCC) provides comprehensive, on-site, pre-employment screening interview at Cuyahoga Job and Family Services’ (CJFS) Virgil E. Brown building for all OWF applicants.
- CCC employs seven screeners, mostly licensed independent social workers, to conduct the screens and assessments. Two screeners are bilingual and able to conduct the screening interview in Spanish.
- The interview is designed to gather information from applicants in key functioning areas in order to identify potential strengths and critical needs and ascertain barriers which interfere with appropriate functioning and job success.
- These key areas include: employment needs/interests; education needs/interests; domestic violence risk; health problems; learning disabilities; physical disabilities; abuse of children; demands on time to care for other family members; pregnancy; legal history; housing stability and homelessness; legal assistance, and emergency assistance needs such as food or clothes.
- When determined appropriate through the screening process, staff also conduct comprehensive, clinical assessments of mental health and alcohol/drug use and make referrals to community partners for treatment services.
- Summary reports of the screens are entered into a locally maintained database and made available to the CJFS specialist through the electronic document management system within one business day.

- Summary reports can also be requested and used by other contracted service providers to serve OWF applicants once benefits have been approved and work assignments have been made.
- CCC also provides in-house consultation to staff and existing OWF recipients experiencing a variety of crises and works with Employment Specialists to link them to the appropriate community resources to resolve these issues.

**Performance Indicators (July 2012– March 2013)**

- 2,696 pre-employment screens have been scheduled and completed.
- An additional 593 pre-employment screens were conducted on “walk-in” clients.
- An average of 365 screens are completed per month which is on target for serving an estimated 4400 during this contract year.
- 23 clinical assessments (mental health and drug/alcohol) have been completed on-site for clients indicating struggles in these areas.
- 77 clients were connected through referral directly to Catholic Charities treatment programs and other community agencies. Majority of the applicants already are connected to services.
- Wait time to schedule a pre-employment screen has met or surpassed the program goal of three days almost every month.
- 202 screens were completed for non-English speaking applicants with a majority for Spanish speaking.
- Client satisfaction with the services they receive have met or exceeded contracted benchmarks since the beginning of the year.

**Rating of Overall Performance of Contractor (check one)**

Exceeding Expectations

Meeting Expectations

Not Meeting Expectations

**Justification of Rating**

The pre-employment screen is a mandated activity for all OWF applicants. The summary reports provide valuable information to the EFS specialist in determining the work activities that are in the best interest of the client moving towards self sufficiency.

Work First Services staff monitor program activities on weekly and monthly basis to ensure and improve the program’s productivity. Summary reports are reviewed and scored on a quarterly basis in an effort to improve overall quality in the content and the value of information conveyed to EFS staff in the reports. WFS continues to work with Catholic Charities in improving the pre-employment screen summary report content.

The Pre-employment Screen also yields demographic and characteristic data about OWF applicants and participants that is used for new and/or on-going program planning.

Cuyahoga Job and Family Services  
Using Department

April 26, 2013  
Date

Date sent to Dept: 3-11-13  
 Date Received from Dept: \_\_\_\_\_  
 (OPD Use Only)



**CUYAHOGA COUNTY**  
**TABULATION OF PROPOSALS RECEIVED**

**DEPARTMENT NAME:** Job & Family Services

**PROPOSAL DUE DATE:** March 8, 2013

**RFP TITLE:** Pre-Employment Screening Services for OWF Applicants

**RFP #:** WT - 13 - 26333      **SBE:** 0%

TO BE COMPLETED BY OPD	TO BE COMPLETED BY SBE CONTRACT COMPLIANCE OFFICER					USER DEPT.	
	IG / ETHICS REGISTRATION COMPLETE	SBE SUBCONTRACTOR NAME	SBE PRIME %	TOTAL SBE %	COMPLY Y/N		COMMENTS & INITIALS
Catholic Charities Corporation 7911 Detroit Avenue Cleveland, Ohio 44102	IG - CUYAHOGA VENDOR COMPLIANCE - OKAY						Y
Guidestone 202 Bagley Road Berea, Ohio 44017	IG - 12-0766 Non-CUYAHOGA VENDOR COMPLIANCE - OKAY		N/A				N
Murtis Taylor Human Services System 13422 Kinsman Road Cleveland, Ohio 44120	IG 12-0616 Non-CUYAHOGA VENDOR COMPLIANCE - OKAY						N

Roset Math  
 Department Director Name  
 Rptab - Updated 11/10/2012

RE Math  
 Department Director Signature of Approval

4/26/13  
 Date



# County Council of Cuyahoga County, Ohio

## Resolution No. R2013-0115

<p>Sponsored by: <b>County Executive FitzGerald/Department of Health and Human Services/Cuyahoga Job and Family Services</b></p>	<p><b>A Resolution</b> authorizing amendments to contracts with various providers for Job Readiness, Job Search, Job Placement and Job Retention Services for the period 7/1/2012 - 6/30/2013 to extend the time period to 6/30/2014, to change the scope of services, effective 7/1/2013, and for additional funds in the total amount not-to-exceed \$1,105,716.28; authorizing the County Executive to execute the amendments and all other documents consistent with this Resolution; and declaring the necessity that this Resolution become immediately effective.</p>
--	--

WHEREAS, the County Executive/Department of Health and Human Services/Cuyahoga Job and Family Services has recommended amendments to contracts with various providers for Job Readiness, Job Search, Job Placement and Job Retention Services for the period 7/1/2012 – 6/30/2013 to extend the time period to 6/30/2014, to change the scope of services, effective 7/1/2013, and for additional funds in the total amount not-to-exceed \$1,105,716.28 as follows; and,

1) No. CE1200421-01 with El Barrio Incorporated in the amount not-to-exceed \$579,293.00,

2) No. CE1200422-01 with LNE & Associates, LLP in the amount not-to-exceed \$526,423.28; and,

WHEREAS, this amendment increases the total value of the contract in the amount not-to-exceed \$2,126,228.28; and,

WHEREAS, this project is funded 100% by Federal TANF Funding; and,

WHEREAS, it is necessary that this Resolution become immediately effective in order that critical services provided by Cuyahoga County can continue and to provide for the usual, daily operation of a County entity.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF CUYAHOGA COUNTY, OHIO:**

**SECTION 1.** That the Cuyahoga County Council authorizes amendments to contracts with various providers for Job Readiness, Job Search, Job Placement and Job Retention Services for the period 7/1/2012 – 6/30/2013 to extend the time period to 6/30/2014, to change the scope of services, effective 7/1/2013, and for additional funds in the total amount not-to-exceed \$1,105,716.28 as follows:

1) No. CE1200421-01 with El Barrio Incorporated in the amount not-to-exceed \$579,293.00,

2) No. CE1200422-01 with LNE & Associates, LLP in the amount not-to-exceed \$526,423.28.

**SECTION 2.** That the County Executive is authorized to execute the amendments and all documents consistent with this Resolution.

**SECTION 3.** It is necessary that this Resolution become immediately effective for the usual daily operation of the County and the reasons set forth in the preamble. Provided that this Resolution receives the affirmative vote of at least eight members of Council, it shall take effect and be in force immediately upon the earliest occurrence of any of the following: (1) its approval by the County Executive through signature, (2) the expiration of the time during which it may be disapproved by the County Executive under Section 3.10(6) of the Cuyahoga County Charter, or (3) its passage by at least eight members of Council after disapproval pursuant to Section 3.10(7) of the Cuyahoga County Charter. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

**SECTION 4.** It is found and determined that all formal actions of this Council relating to the adoption of this Resolution were adopted in an open meeting of the Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

On a motion by \_\_\_\_\_, seconded by \_\_\_\_\_, the foregoing Resolution was duly adopted.

Yeas:

Nays:

\_\_\_\_\_  
County Council President

\_\_\_\_\_  
Date

\_\_\_\_\_  
County Executive

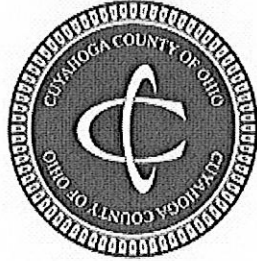
\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Date

First Reading/Referred to Committee:  
Committee(s) Assigned:

Journal \_\_\_\_\_  
\_\_\_\_\_, 20\_\_



15 A-b

**Item Details:**

<b>Agency/Dept. Name:</b>	Employment and Family Services	<b>Agency/Dept. Head Name:</b>	Joseph Gauntner
<b>Type of Request:</b>	Contract/Amendment		
<b>Request Prepared by:</b>	Robert K. Math	<b>Telephone No.</b>	216.987.6911

**SUMMARY OF REQUESTED ACTION:**

Title: Cuyahoga Job and Family Services 2013 Job Placement & Job Retention Program Amendments RQ#22613

Title: Job Placement and Job Retention Activities for OWF Cash Assistance Recipients

(a) El Barrio, Inc  
5209 Detroit Ave  
Cleveland, OH 44102

(b) LNE & Associates, LLP  
2450 Prospect Ave  
Cleveland, OH 44115

**A. Scope of Work Summary**

1. CJFS is requesting amendments to contracts with El Barrio, Inc for the amount of \$579,293.00 and LNE & Associates, LLP for the amount of \$526,423.28. The amended period is July 1, 2013 – June 30, 2014. This will be the first of two option years of the RFP.

2. These amendments change the term, value & scope and are the 1<sup>st</sup> amendments of the contracts. The history of the amendments is

a) El Barrio, Inc  
Contract 2012: \$ 515,000.00  
Proposed Amend#1, 2013: \$ 579,293.00  
Total: \$1,094,293.00

b) LNE & Associates, LLP  
Contract 2012: \$ 505,512.00

Proposed Amend#1, 2013: \$ 526,423.28

Total: \$1,031,935.28

**Total Amended Value: \$2,126,228.28**

4. The project is mandated by Section 5101.80 of the ORC requiring new TANF programs to be established as a state program of family assistance.

**B. Procurement**

1. The procurement method for the originating contracts was an RFP. The total value of the RFP was \$1,020,512.00.

2. The RFP RQ#22613 was closed on March 9, 2012.

3. There were 10 proposals submitted for review, 2 proposals were recommended.

**C. Contractor and Project Information**

1. The addresses of vendors:

(a) El Barrio, Inc  
5209 Detroit Ave  
Cleveland, OH 44102  
Council District 03

(b) LNE & Associates, LLP  
2450 Prospect Ave  
Cleveland, OH 44115  
Council District 08

2. The executive directors for the vendors are:

a. Sharon Sobol Jordan, President/CEO, El Barrio (Center for Families & Children)

b. Lisa N. Evans, Chief Executive Officer, LNE & Associates, LLP

3. a. Same as C.1. Above.

**D. Project Status and Planning**

1. The project reoccurs annually.

**E. Funding**

1. The project is funded 100% by Federal TANF Funding.

2. The schedule of payments is monthly invoices.

**PURPOSE/OUTCOMES - PRINCIPAL OWNER(S):**

**Explanation for late submittal:**

**Contract/Agreement Information:**

**Procurement Method:**

RFP (Request for Proposal)

**Explanation for Increase/Decrease in \$ Amount for current request:**

Additional Staff time required to track & report assigned clients' attendance data

**Financial Information:**

<b>Funding source:</b> Federal	<b>Explanation:</b> TANF Funding
<b>Total Amount Requested:</b> \$1,105,716.28	

**ATTACHMENTS:**

Click to download

- [Justification Approval OPD to Amend RQ22613](#)
- [Dept Acknowledgement](#)
- [Contract Cover El Barrio Amend#1](#)
- [Contract Amend#1 El Barrio](#)
- [Contract Cover LNE Amend#1](#)
- [Contract Amend#1 LNE](#)
- [Signature Authority LNE](#)
- [Signature Authority El Barrio](#)
- [Ins Cert El Barrio](#)
- [Workers Comp El Barrio](#)
- [Ins Cert LNE](#)
- [Workers Comp LNE](#)
- [Auditors Findings LNE](#)
- [Auditors Findings El Barrio](#)
- [History Log JPJR](#)
- [Contract Eval El Barrio](#)
- [Contract Eval LNE](#)

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
5/15/2013 4:05 PM	Office of Procurement & Diversity  Clerk of the Board	Yes



## CONTRACT EVALUATION FORM

(To be completed by user department for all contract renewals or amendments.)

<b>Contractor:</b>	El Barrio, Inc	<b>Original Time Period:</b>	July 1, 2012 – June 30, 2013
<b>Contract Number:</b>	CE-1200421-01	<b>Amended Time Period:</b>	
<b>Original Contract Amount:</b>	\$515,000.00		
<b>Amended Amount:</b>			
<b>Funding Source:</b>	TANF		

### Background

In March 2012, CJFS issued a RFP that sought organizations that could offer a range of job readiness, job search, immediate job placement, and job retention services that would address the issue of unemployment among our OWF clients as well as those barriers to employment such as lack of soft skills and limited work histories.

Job Placement/Job Retention (JPJR) is one of the federally allowed core activities by which OWF customers can satisfy their work requirements. CJFS designed a new JPJR model which incorporated a competency based approach to determine participant's work readiness. As a result, our contracts have a combination of cost reimbursement and performance. Performance payments are linked to specific outcomes that focused on job placement, 90 days of job retention in unsubsidized employment and achieving participation rate. Because these goals take a longer time to achieve, these JPJR contracts were given a three month "tail" at the end of the contract to achieve these benchmarks.

### Service Description

- El Barrio is a non-profit social service agency offering high-quality preschool education, job training and placement, emergency food and supportive services and behavioral services through its three Centers of Excellence and Counseling Solutions program.
- El Barrio utilizes its in-house counseling program, Counseling Solutions, to provide soft skills group training led by licensed independent therapists. Participants from group sessions can be referred to one-on-one counseling if needed.
- El Barrio maintains very close business relationships with several employers and invites them to participate in job readiness curriculum as guest speakers or in conducting mock interviews (i.e. Home Depot, US Cotton, Dollar Bank, and 5 Guys).
- El Barrio hosts on site job interviews at least once a week with hiring companies.
- El Barrio offers English as a second language (ESL) programming that OWF participants can attend while attending the JRJS program.
- El Barrio is the only one of the two providers to offer a fully bilingual (Spanish) curricula including bilingual staff and training materials.
- In addition, El Barrio offers monolingual (Spanish) job readiness training for clients with little or no proficiency in English.
- El Barrio is the only JRJS provider currently located on the West Side of Cleveland.

## Performance Indicators

- El Barrio is contracted to serve 500 OWF participants; 350 will become “work ready”; 210 will complete an unpaid internship; 245 will obtain employment; 147 will achieve ninety day job retention and meet or exceed 315 months of achieving mandated participation rate of 50%.
- Over 450 OWF customers have been referred by CJFS employment specialists to EL BARRIO from July 2012 to March 2013.
- El Barrio has very strong engagement rates with referred clients. Nearly 60% of clients referred to the program are enrolled.
- El Barrio has achieved 138 participant months of meeting mandated participation rate for OWF participants.
- El Barrio has placed 31 OWF participants in either full or part time unsubsidized employment.
- Eight participants have maintained 90 days of job retention.

## Rating of Overall Performance of Contractor (check one)

- Exceeding Expectations
- Meeting Expectations
- Not Meeting Expectations

## Justification of Rating

El Barrio’s job placement job retention program is currently meeting program expectations. The program has been implemented as proposed.

Site visit observations revealed a lively and energetic session, professionally conducted in English and Spanish. Case file review revealed well organized files with most of the required documentation. The case file review indicated that El Barrio met expectations in 19 of the 21 areas. El Barrio submitted a quality assurance plan addressing the two areas which did not meet contract expectations of 75% or higher.

Cuyahoga Job and Family Services  
Using Department

April 8, 2013  
Date

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## CONTRACT EVALUATION FORM

(To be completed by user department for all contract renewals or amendments.)

<b>Contractor:</b>	LNE & Associates	<b>Original Time Period:</b>	July 1, 2012 – June 30, 2013
<b>Contract Number:</b>	CE-1200422-01	<b>Amended Time Period:</b>	
<b>Original Contract Amount:</b>	\$505,512.00		
<b>Amended Amount:</b>			
<b>Funding Source:</b>	TANF		

### Background

In March 2012, CJFS issued a RFP that sought organizations that could offer a range of job readiness, job search, immediate job placement, and job retention services that would address the issue of unemployment among our OWF clients as well as those barriers to employment such as lack of soft skills and limited work histories.

Job Placement/Job Retention (JPJR) is one of the federally allowed core activities by which OWF customers can satisfy their work requirements. CJFS designed a new JPJR model which incorporated a competency based approach to determine participant's work readiness. We entered into contracts, with a combination of cost reimbursement and performance. Performance payments are linked to specific outcomes that focused on job placement, 90 days of job retention in unsubsidized employment and achieving mandated participation rate. Because these goals take a longer time to achieve, these JPJR contracts were given a three month "tail" at the end of the contract to achieve these benchmarks.

### Service Description

- LNE & Associates has been providing workforce development solutions since 2003. In that time LNE has operated several employment programs including summer youth employment for the City of Cleveland, ex-offender programs for the Department of Workforce Development, and Building Hope for Cuyahoga County's Office of Re-Entry.
- LNE is one of two providers currently providing JPJR programming for OWF customers.
- LNE offers an Employee Assistance Program for participants experiencing more severe barriers to employment.
- LNE is located in the downtown area and readily accessible to participants via public transportation.

### Performance Indicators

- LNE is contracted to serve 500 OWF participants; 350 will become "work ready"; 245 will obtain employment; 147 will achieve ninety day job retention; and meet or exceed 315 months of achieving mandated participation rate of 50%.
- Over 600 OWF customers have been referred by CJFS employment specialists to LNE from July 1, 2012 to March 2013.
- Through February 2013, 59 LNE program participants have achieved unsubsidized employment.
- LNE has achieved 238 participant months of meeting mandated participation rate for OWF participants.
- Progress towards the longer term goal of 90 day retention is 27 clients.

**Rating of Overall Performance of Contractor (check one)**

Exceeding Expectations

Meeting Expectations

Not Meeting Expectations

**Justification of Rating**

Performance indicators demonstrate that the program has been implemented as planned and meeting performance expectations. This program receives a consistently high volume of referrals from CJFS employment specialists indicative of its appeal to staff and popularity among customers. Nearly 60% of all clients referred, engage in the program.

At a site visit, CJFS staff observed a professional and caring and supportive environment for job seekers. The level of interaction among staff and participants was very high as clients engaged in computer aided job search. The case file review indicated that LNE met expectations in 19 of 21 areas of the review. LNE submitted a quality assurance plan addressing the two areas which did not meet contract expectations of 75% or higher.

Cuyahoga Job and Family Services

April 8, 2013

Using Department

Date

# County Council of Cuyahoga County, Ohio

## Resolution No. R2013-0116

<p>Sponsored by: <b>County Executive FitzGerald/Department of Health and Human Services/ Cuyahoga Job and Family Services</b></p>	<p><b>A Resolution</b> authorizing amendments to contracts with various providers for community wraparound care coordination and family/youth advocacy services for the period 4/1/2012 - 6/30/2013 to extend the time period to 3/31/2015 and for additional funds in the total amount not-to-exceed \$6,415,893.08; authorizing the County Executive to execute the amendments and all other documents consistent with this Resolution; and declaring the necessity that this Resolution become immediately effective.</p>
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WHEREAS, the County Executive/Department of Health and Human Services/Cuyahoga Job and Family Services has recommended amendments to contracts with various providers for community wraparound care coordination and family/youth advocacy services for the period 4/1/2012 – 6/30/2013 to extend the time period to 3/31/2015 and for additional funds in the total amount not-to-exceed \$6,415,893.08 as follows; and,

- 1) No. CE1200167-01 with Catholic Charities Community Services Corporation dba St. Martin de Porres Family in the amount of \$629,656.00,
- 2) No. CE1200168-01 with The East End Neighborhood House Association in the amount of \$665,002.00,
- 3) No. CE1200169-01 with University Settlement, Incorporated in the amount of \$525,895.00,
- 4) No. CE1200170-01 with West Side Community House in the amount of \$775,410.00,
- 5) No. CE1200171-01 with Applewood Centers, Inc. in the amount of \$793,467.10,
- 6) No. CE1200172-01 with Beech Brook in the amount of \$984,637.20,
- 7) No. CE1200173-01 with Catholic Charities Services Corporation dba Parmadale \$1,320,012.39,

8) No. CE1200343-01 with The Cleveland Christian Home Incorporated in the amount of \$721,813.39; and,

WHEREAS, this project is funded 33% by Federal funds and 67% by the Health and Human Services Levy; and,

WHEREAS, it is necessary that this Resolution become immediately effective in order that critical services provided by Cuyahoga County can continue and to provide for the usual, daily operation of a County entity.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF CUYAHOGA COUNTY, OHIO:**

**SECTION 1.** That the Cuyahoga County Council authorizes amendments to contracts with various providers for community wraparound care coordination and family/youth advocacy services for the period 4/1/2012 – 6/30/2013 to extend the time period to 3/31/2015 and for additional funds in the total amount not-to-exceed \$6,415,893.088 as follows:

1) No. CE1200167-01 with Catholic Charities Community Services Corporation dba St. Martin de Porres Family in the amount of \$629,656.00,

2) No. CE1200168-01 with The East End Neighborhood House Association in the amount of \$665,002.00,

3) No. CE1200169-01 with University Settlement, Incorporated in the amount of \$525,895.00,

4) No. CE1200170-01 with West Side Community House in the amount of \$775,410.00,

5) No. CE1200171-01 with Applewood Centers, Inc. in the amount of \$793,467.10,

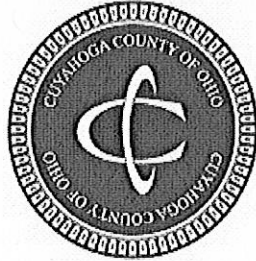
6) No. CE1200172-01 with Beech Brook in the amount of \$984,637.20,

7) No. CE1200173-01 with Catholic Charities Services Corporation dba Parmadale \$1,320,012.39, and,

8) No. CE1200343-01 with The Cleveland Christian Home Incorporated in the amount of \$721,813.39.

**SECTION 2.** That the County Executive is authorized to execute the amendments and all documents consistent with this Resolution.





17 a-h

**Item Details:**

<b>Agency/Dept. Name:</b>	Department of Children and Family Services	<b>Agency/Dept. Head Name:</b>	Patricia Rideout
<b>Type of Request:</b>	Contract/Amendment		
<b>Request Prepared by:</b>	Kurtisene Cunningham	<b>Telephone No.</b>	216-881-4729

**SUMMARY OF REQUESTED ACTION:**

Title: DCFS- Eight (8) Contract Amendments for Tapestry System of Care (SOC) RQ21780

**A. Scope of Work Summary**

1. The Division of Children and Family Services (DCFS) is requesting authorization to amend eight (8) contracts with various providers (see below for breakdown of providers) for Tapestry System of Care - Care Coordination and Family and Youth Supportive Services (RFP - RQ.21780). The amendments are to extend the contracts for 21 months to cover the remaining time period of RFP RQ21780 (July 1, 2013 – March 31, 2015). The amendments will **add remaining funding in the amount of \$6,415,893.08.**

- 8 Contract Amendment Amounts**1) No. CE1200167-01 with Catholic Charities Community Services Corporation dba St. Martin de Porres Family - Add \$629,656.00
- 2) No. CE1200168-01 with The East End Neighborhood House Association – Add \$665,002.00
- 3) No. CE1200169-01 with University Settlement, Incorporated - Add \$525,895.00
- 4) No. CE1200170-01 with West Side Community House - Add \$775,410.00
- 5) No. CE1200171-01 with Applewood Centers, Inc. - Add \$793,467.10
- 6) No. CE1200172-01 with Beech Brook - Add \$984,637.20
- 7) No. CE1200173-01 with Catholic Charities Services Corporation (Parmadale) - Add \$1,320,012.39
- 8) No. CE1200343-01 with The Cleveland Christian Home - Add \$721,813.39

**Total Amount - \$6,415,893.082.** The primary goals of the project are:

- Improved family and youth functioning
- Reduced recidivism in Child Welfare
- Reduced recidivism in Juvenile Justice
- Increased effectiveness and efficiency of service delivery

3. NA

**B. Procurement**

1. The procurement method for this project was RFP 21780. The total value of this RFP is \$14,925,825.00
2. The RFP bid close date was 12/27/2011. The SBE goal is 0%
3. There were ten (10) proposals received for this RFP, and eight (8) proposals were recommended for award.
4. RFP 21780 Award recommendation was for 8 providers for a total of \$14,925,825.00.

**C. Contract and Project Information**

1. Due to the length of this response, please see attached list for vendors: addresses and council district information.

**D. Project Status and Planning**

1. The project occurs bi-annually.

**E. Funding**

1. The project is funded 33% Federal and 67% HHS Levy. The schedule of payments will be by invoice.

**PURPOSE/OUTCOMES - PRINCIPAL OWNER(S):**

There are two types of contracts under this RFP: 1. Family and youth involvement, advocacy and support services:In keeping with Cuyahoga Tapestry System of Care's (CTSOC) values, family and youth involvement are critical components of our system of care. Lead cluster agencies oversee family and youth involvement activities within their neighborhood collaboratives. Expected services include, but are not limited to: parent advocacy and support, youth involvement and development services, parent support resource activities and services, and community outreach, engagement, and resource development. All Family and Youth Involvement contract agencies partner with a care coordination agency to coordinate service delivery and meet families where they live.2. Care Coordination:Tapestry's primary service is wraparound care coordination. In essence, care coordination involves assembling a Child and Family Team that collaboratively creates an individualized service plan (Wraparound Plan) driven by the perspective and needs of the child and family. The plan includes an array of services – from formal clinical services to neighborhood and community supports. Care coordination is neighborhood-based and relies on a true partnership between the care coordination agencies and the communities in which the children reside.CTSOC Care Coordination contracts provide neighborhood-based care coordination for referrals from DCFS, Juvenile Court, and community and/or family referrals. There is also specialized Mental Health Court docket coordination. All Care

Coordination agencies partner with a lead neighborhood collaborative to coordinate service delivery and meet families where they live.

**Explanation for late submittal:**

NA

**Contract/Agreement Information:**

**Procurement Method:**

**Explanation for Increase/Decrease in \$ Amount for current request:**

**Financial Information:**

<b>Funding source:</b>	<b>Explanation:</b>
Other	33% Federal and 67% HHS Levy

**Total Amount Requested:**  
\$6,415,893.08

**ATTACHMENTS:**

Click to download

- [OPD Approved Justification](#)
- [Applewood](#)
- [Applewood](#)
- [Applewood SA](#)
- [Applewood Insurance](#)
- [Applewood Workers Comp](#)
- [Applewood FR](#)
- [Applewood Eval](#)
- [Beech Brook](#)
- [Beech Brook](#)
- [Beech Brook SA](#)
- [Beech Brook Cert Insurance](#)
- [Beech Brook Workers Comp](#)
- [Beech Brook FR](#)
- [Beech Brook Eval](#)
- [Catholic Charities Parmadale](#)
- [Catholic Charities Parmadale](#)
- [Catholic Charities Parmadale SA](#)
- [Catholic Charities Parmadale](#)
- [Catholic Charities Parmadale Workers Comp](#)
- [Catholic Charities Parmadale FR](#)
- [Catholic Charities Parmadale Eval](#)
- [Catholic Charities St Martin DePorres](#)
- [Catholic Charities St Martin DePorres](#)
- [Catholic Charities St Martin DePorres SA](#)
- [Catholic Charities St Martin DePorres Cer Insurance](#)
- [Catholic Charities St Martin DePorres Workers Comp](#)
- [Catholic Charities St Martin DePorres FR](#)
- [Catholic Charities St Martin DePorres Evals](#)
- [Cleveland Christian Home](#)
- [Cleveland Christian Home](#)



- [Cleveland Christian Home SA](#)
- [Cleveland Christian Home Cer Insur](#)
- [Cleveland Christian Home Workers Comp](#)
- [Cleveland Christian Home FR](#)
- [Cleveland Christian Home Eval](#)
- [East End Neighborhood House](#)
- [East End Neighborhood House](#)
- [East End Neighborhood House](#)
- [East End Neighborhood House Cert Liab](#)
- [East End Neighborhood House Workers Comp](#)
- [East End Neighborhood House FR](#)
- [East End Neighborhood House Eval](#)
- [University Settlement](#)
- [University Settlement](#)
- [University Settlement SA](#)
- [University Settlement Cert Insura](#)
- [University Settlement Workers Comp](#)
- [University Settlement FR](#)
- [University Settlement Eval](#)
- [WestSide Comm House](#)
- [WestSide Comm House](#)
- [WestSide Comm House SA](#)
- [WestSide Comm House Cert Insur](#)
- [WestSide Comm House Workers Comp](#)
- [WestSide Comm House FR](#)
- [WestSide Comm House Eval](#)
- [2013-2015 History Log](#)

**History**

**Time**

**Who**

Office of Procurement &  
Diversity

**Approval**



**CONTRACT EVALUATION FORM**  
(To be completed in its entirety by user department for  
all contract renewals or amendments.)

**Contractor:** Catholic Charities Community Services Corporation dba St. Martin de Porres  
Family Center

**Contract No.:** CE 1200167-01

**Time Period:** July 1, 2012 – March 31, 2013

**Service Description:** Family and Youth Involvement Activities

**Original Contract Amount:** \$449,755.00

**Amendment Amount:** \$629,656.00

**Performance Indicators:**

1. Agency will staff a Lead Parent Advocate to coordinate community outreach, training, and other advocacy work across cluster partnership.
2. Agency (or cluster partners) will employ Parent and Youth Advocates to participate on family teams to provide support and planning.
3. Service Provision for Family and Youth Involvement Activities are based on High Fidelity Wraparound, System of Care Principles and Family Voice and Choice.
4. Utilize Synthesis Management Information System to track Welcome and Graduation meetings.
5. Provide monthly Parent and Youth Support Groups, Family Orientation, 2 Annual Family events, and 1 Annual Youth Enrichment Event; all events are to relate to the CTSOC outcome goals.

**Actual performance versus performance indicators (include statistics):**

1. SMDP employs a Lead Parent Advocate who is engaged in the wraparound model and advocacy efforts.
2. Parent and Youth advocates are on staff and participating on family teams.
3. All Advocates have been provided with training in the areas of High Fidelity Wraparound, System of Care Principles, Ongoing Coaching and Specialized Topics related to identified needs. SMDP has continued to build strong relationships with their Collaborative Partner (Catholic Charities).
4. 100% of Welcome and Graduation meetings are tracked through Synthesis.
5. Monthly Parent and Youth Support Groups are occurring; the Family Orientation meetings occur on a monthly basis. Annual events and Youth events have been documented.

**Rating of Overall Performance of Contractor (Check One):**

- Superior  
 Above Average  
 Average  
 Below Average  
 Poor

**Justification of Rating:** St. Martin de Porres and their Cluster partners share strong values related to ensuring families have access to a variety of services, as well as a shared vision to strengthen children and families with strong community and neighborhood based supports. They have a strong history of established relationships, open communication, and active engagement between the cluster and their Care Coordination partner. SMDP continues to be a true partner in the implementation of Systems of Care in Cuyahoga County.

Cuyahoga Tapestry System of Care  
**User Department**

March 31, 2013  
**Date**

**CONTRACT EVALUATION FORM**  
(To be completed in its entirety by user department for  
all contract renewals or amendments.)

**Contractor: The East End Neighborhood House Association**

**Contract No.:** CE 1200168-01

**Time Period:** July 1, 2012 – March 31, 2013

**Service Description:** Family and Youth Involvement Activities

**Original Contract Amount:** \$475,002.00

**Amendment Amount:** \$665,002.00

**Performance Indicators:**

1. Agency will staff a Lead Parent Advocate to coordinate community outreach, training, and other advocacy work across cluster partnership.
2. Agency (or cluster partners) will employ Parent and Youth Advocates to participate on family teams to provide support and planning.
3. Service Provision for Family and Youth Involvement Activities are based on High Fidelity Wraparound, System of Care Principles and Family Voice and Choice.
4. Utilize Synthesis Management Information System to track Welcome and Graduation meetings and other activity.
5. Provide monthly Parent and Youth Support Groups, Family Orientation, 2 Annual Family events, and 1 Annual Youth Enrichment Event; all events are to relate to the CTSOC outcome goals.

**Actual performance versus performance indicators (include statistics):**

1. EENH employs a Lead Parent Advocate who is highly engaged in the wraparound model and advocacy efforts.
2. Parent and youth advocates are on staff and participating on family teams.
3. All Advocates have been provided with training in the areas of High Fidelity Wraparound, System of Care Principles, Ongoing Coaching and Specialized Topics related to identified needs.
4. 100% of Welcome and Graduation meetings are tracked through Synthesis.
5. Monthly Parent and Youth Support Groups are occurring; the Family Orientation meetings occur on a monthly basis; the Annual events and Youth events are documented.

**Rating of Overall Performance of Contractor (Check One):**

- Superior  
 Above Average  
 Average  
 Below Average  
 Poor

**Justification of Rating:** EENH continues to demonstrate a willingness to partner and collaborate within the South East cluster and with other Care Coordination agencies. There is evidence of strong on-going communication between administration and line staff having extensive knowledge and experience providing advocacy and support to families.

Cuyahoga Tapestry System of Care  
**User Department**

March 31, 2013

**Date**

**CONTRACT EVALUATION FORM**  
(To be completed in its entirety by user department for  
all contract renewals or amendments.)

**Contractor: University Settlement, Incorporated**

**Contract No.:** CE 1200169-01

**Time Period:** July 1, 2012 – March 31, 2013

**Service Description:** Family and Youth Involvement Activities

**Original Contract Amount:** \$375,640.00

**Amendment Amount:** \$525,895.00

**Performance Indicators:**

1. Agency will staff a Lead Parent Advocate to coordinate community outreach, training, and other advocacy work across cluster partnership.
2. Agency (or cluster partners) will employ Parent and Youth Advocates to participate on family teams to provide support and planning.
3. Service Provision for Family and Youth Involvement Activities are based on High Fidelity Wraparound, System of Care Principles and Family Voice and Choice.
4. Utilize Synthesis Management Information System to track Welcome and Graduation meetings.
5. Provide monthly Parent and Youth Support Groups, Family Orientation, 2 Annual Family events, and 1 Annual Youth Enrichment Event; all events are to relate to the CTSOC outcome goals.

**Actual performance versus performance indicators (include statistics):**

1. University Settlement employs a Lead Parent Advocate who is very much engaged in the local wraparound model and advocacy efforts as well as national initiatives.
2. Parent and youth advocates are on staff and participating on family teams.
3. All Advocates have been provided with training in the areas of High Fidelity Wraparound, System of Care Principles, Ongoing Coaching and Specialized Topics related to identified needs. University Settlement has continued to focus on building relationships with their Collaborative Partner (Applewood Centers).
4. 100% of Welcome and Graduation meetings are tracked through Synthesis.
5. Monthly Parent and Youth Support Groups are occurring; the Family Orientation meetings occur on a monthly basis; the Annual events and Youth event are documented.

**Rating of Overall Performance of Contractor (Check One):**

- Superior  
 Above Average  
 Average  
 Below Average  
 Poor

**Justification of Rating:** University Settlement and the central cluster share the vision of collaboration, innovation, and family connectedness in their community. University Settlement as exhibited a strong desire to improve outcomes for the families and youth that are being served and continues to partner in the implementation of this System of Care Initiative.

Cuyahoga Tapestry System of Care  
**User Department**

March 31, 2013  
**Date**

**CONTRACT EVALUATION FORM**  
(To be completed in its entirety by user department for  
all contract renewals or amendments.)

**Contractor:** West Side Community House

**Contract No.:** CE 1200170-01

**Time Period:** July 1, 2012 – March 31, 2013

**Service Description:** Family and Youth Involvement Activities

**Original Contract Amount:** \$553,865.00

**Amendment Amount:** \$775,410.00

**Performance Indicators:**

1. Agency will staff a Lead Parent Advocate to coordinate community outreach, training, and other advocacy work across cluster partnership.
2. Agency (or cluster partners) will employ Parent and Youth Advocates to participate on family teams to provide support and planning.
3. Service Provision for Family and Youth Involvement Activities are based on High Fidelity Wraparound, System of Care Principles and Family Voice and Choice.
4. Utilize Synthesis Management Information System to track Welcome and Graduation meetings.
5. Provide monthly Parent and Youth Support Groups, Family Orientation, 2 Annual Family events, and 1 Annual Youth Enrichment Event; all events are to relate to the CTSOC outcome goals.

**Actual performance versus performance indicators (include statistics):**

1. WSCH employs a Lead Parent Advocate who is highly engaged in the wraparound model and advocacy efforts.
2. Parent and youth advocates are on staff and participating on family teams.
3. All Advocates have been provided with training in the areas of High Fidelity Wraparound, System of Care Principles, Ongoing Coaching and Specialized Topics related to identified needs. WSCH has continued to focus on building relationships with their Collaborative Partner (Cleveland Christian Home).
4. All Welcome and Graduation meetings are tracked through Synthesis.
5. Monthly Parent and Youth Support Groups are occurring; the Family Orientation meetings occur monthly; the Annual events and Youth event have been documented.

**Rating of Overall Performance of Contractor (Check One):**

- Superior  
 Above Average  
 Average  
 Below Average  
 Poor

**Justification of Rating:** The West Side Community House and the west side cluster have continued to partner with CTSOC in the implementation of Systems of Care in Cuyahoga County. WSCH staff has demonstrated skill and ability in fostering relationships with public systems and other community-based agencies. WSCH continues to work with CTSOC on new and innovative ways to build upon the community partnership to enhance service delivery to children and families.

Cuyahoga Tapestry System of Care  
**User Department**

March 31, 2013

**Date**



**CONTRACT EVALUATION FORM**  
(To be completed in its entirety by user department for  
all contract renewals or amendments.)

**Contractor:** Applewood Centers, Inc.

**Contract No.:** CE 1200171-01

**Time Period:** April 1, 2012 – March 1, 2013

**Service Description:** Care Coordination Services

**Original Contract Amount:** \$669,468.72

**Amendment Amount:** \$793,467.10

**Performance Indicators:**

1. Contractual expectation for Average Daily Census of 80 referrals per contract year.
2. Families served in the communities in which they live.
3. Service Provision based on High Fidelity Wraparound, System of Care Principles and Family Voice and Choice.
4. Utilize Synthesis Information Management System to record client data (Plans of Care, Crisis Plans, Progress Notes, Service Authorization Requests, and Invoicing).
5. All Plans of Care (updated quarterly) will be submitted to the CTSOC Administrative Services Organization for approval.
6. Utilization/Tracking Reports provided in Synthesis will be used for Quality Assurance/Quality Improvement purposes at the ASO and the Care Coordination Partner Agency.

**Actual performance versus performance indicators (include statistics):**

1. Average daily census for contract period is 74 youth
2. Families enrolled have been referred to Care Coordination Partners within their own neighborhoods.
3. All Care Coordination Partners have been provided with training in the areas of High Fidelity Wraparound, System of Care Principles, Ongoing Coaching and Specialized Topics related to identified needs. Applewood Centers, Inc. continues to focus on building relationships with their Collaborative Partners.
4. Client records have been entered into Synthesis with required data.
5. 100 % of the Plans of Care were submitted to the ASO via Synthesis for quarterly approval.
6. ASO and Care Coordination Partners review administrative reports on a monthly basis and CQI reports quarterly with a goal of completing semi-annual individual site visits. As quality measures continue to focus on successful outcomes, Applewood remains dedicated to meeting expectations for improved face to face family contacts and timely data entry.

**Rating of Overall Performance of Contractor (Check One):**

- Superior  
 Above Average  
 Average  
 Below Average  
 Poor

**Justification of Rating:** Applewood has continued to partner with Tapestry on ways to increase the number of children and families served in their geographic region by serving as an "overflow" agency. Applewood has increased attention on family engagement efforts as well as plan of care development to enhance service delivery. Applewood continues to be a strong partner and supports this System of Care Initiative.

Cuyahoga Tapestry System of Care  
**User Department**

March 31, 2013

**Date**

**CONTRACT EVALUATION FORM**  
(To be completed in its entirety by user department for  
all contract renewals or amendments.)

**Contractor:** Beech Brook

**Contract No.:** CE 1200172-01

**Time Period:** July 1, 2012 – March 31, 2015

**Service Description:** Care Coordination Services

**Original Contract Amount:** \$836,858.40

**Amendment Amount:** \$984,637.20

**Performance Indicators:**

1. Annual enrollment of 100 referrals per contract year.
2. Families served in the communities in which they live.
3. Service Provision based on High Fidelity Wraparound, System of Care Principles and Family Voice and Choice.
4. Utilize Synthesis Information Management System to record client data (Plans of Care, Crisis Plans, Progress Notes, Service Authorization Requests, and Invoicing).
5. All Plans of Care (updated on a quarterly) will be submitted to the CTSOC Administrative Services Organization for quality audit.
6. Utilization/Tracking Reports provided in Synthesis will be used for Quality Assurance/Quality Improvement purposes at the ASO and the Care Coordination Partner Agency.

**Actual performance versus performance indicators (include statistics):**

1. Average daily census for 2012 is 84 youth.
2. 100% of families enrolled have been referred to Care Coordination Partners within their own neighborhoods.
3. All Care Coordination Partners have been provided with training in the areas of High Fidelity Wraparound, System of Care Principles, Ongoing Coaching and Specialized Topics related to areas of opportunity. Beech Brook has partnered with the ASO in training efforts.
4. Client records have been entered into Synthesis with required data.
5. 100 % of the Plans of Care are submitted to the ASO via Synthesis for quarterly approval.
6. ASO and Care Coordination Partners review reports monthly and CQI indicators quarterly. The ASO also conducts quarterly site visits with each agency. Beech Brook has remained flexible as quality measures have increased and continue to focus on improvement related to face to face time with families as well as timeliness of report completion.

**Rating of Overall Performance of Contractor (Check One):**

- Superior  
 Above Average  
 Average  
 Below Average  
 Poor

**Justification of Rating:** Beech Brook has been a collaborative partner and has contributed a great deal to the County's System of Care initiative. Beech Brook continues to work on building stronger community partnerships that would enhance the service provision to the children and families served through Care Coordination in the southeast cluster.

Cuyahoga Tapestry System of Care  
User Department

March 31, 2013

Date

**CONTRACT EVALUATION FORM**  
(To be completed in its entirety by user department for  
all contract renewals or amendments.)

**Contractor: Catholic Charities Services Corporation dba Parmadale**  
**Contract No.: CE 1200173-01      Time Period: July 1, 2012 – March 31, 2013**

**Service Description: Care Coordination Services**  
**Original Contract Amount: \$836,858.40**  
**Amendment Amount: \$1,320,012.39**

**Performance Indicators:**

1. Annual enrollment of 120 referrals per contract year.
2. Families served in the communities in which they live.
3. Service Provision based on High Fidelity Wraparound, System of Care Principles and Family Voice and Choice.
4. Utilize Synthesis Information Management System to record client data (Plans of Care, Crisis Plans, Progress Notes, Service Authorization Requests, and Invoicing).
5. All Plans of Care (updated on a quarterly basis in the Family Team meeting) will be submitted to the CTSOC Administrative Services Organization for approval.
6. Utilization/Tracking Reports provided in Synthesis will be used for Quality Assurance/Quality Improvement purposes at the ASO and the Care Coordination Partner Agency.

**Actual performance versus performance indicators (include statistics):**

1. Average daily census for 2012 is 93 youth.
2. 100% of families enrolled have been referred to Care Coordination Partners within their own neighborhoods.
3. All Care Coordination Partners have been provided with training in the areas of High Fidelity Wraparound, System of Care Principles, Ongoing Coaching and Specialized Topics related to identified needs.
4. Client records have been entered into Synthesis with required data.
5. 100 % of the Plans of Care are submitted to the ASO via Synthesis for quarterly approval.
6. ASO and Care Coordination Partners review reports regularly and CQI outcome data quarterly as well as at individual site visits. Catholic Charities updates their action plan quarterly to address any areas of improvement.

**Rating of Overall Performance of Contractor (Check One):**

- Superior  
 Above Average  
 Average  
 Below Average  
 Poor

**Justification of Rating:** Catholic Charities has continued to show improved outcomes over 2012 as evidenced by the continuous quality improvement process. Their strengths lie in their community partnership, collaboration and overall family and system referral satisfaction with care coordination services. The agency continues to provide services outside their geographic catchments area when other agencies reach capacity. Catholic Charities has been a collaborative partner and supports CTSOC initiatives.

Cuyahoga Tapestry System of Care  
User Department

March 31, 2013  
Date



**CONTRACT EVALUATION FORM**  
(To be completed in its entirety by user department for  
all contract renewals or amendments.)

**Contractor: The Cleveland Christian Home, Incorporated**

**Contract No.:** CE 1200343-01      **Time Period:** July 1, 2012 – March 31, 2013

**Service Description:** Care Coordination Services

**Original Contract Amount:** \$836,858.40

**Amendment Amount:** \$721,813.39

**Performance Indicators:**

1. Annual enrollment of 100 referrals per contract year.
2. Families served in the communities in which they live.
3. Service Provision based on High Fidelity Wraparound, System of Care Principles and Family Voice and Choice.
4. Utilize Synthesis Information Management System to record client data (Plans of Care, Crisis Plans, Progress Notes, Service Authorization Requests, and Invoicing).
5. All Plans of Care (updated on a quarterly basis in the Family Team meeting) will be submitted to the CTSOC Administrative Services Organization for approval.
6. Utilization/Tracking Reports provided in Synthesis will be used for Quality Assurance/Quality Improvement purposes at the ASO and the Care Coordination Partner Agency.

**Actual performance versus performance indicators (include statistics):**

1. Average daily census for 2012 is 79 youth
2. 100% of families enrolled have been referred to Care Coordination Partners within their own neighborhoods.
3. All Care Coordination Partners have been provided with training in the areas of High Fidelity Wraparound, System of Care Principles, Ongoing Coaching and Specialized Topics related to identified needs. Cleveland Christian Home has hosted and participated in several forums with their collaborative partners.
4. Client records have been entered into Synthesis with required data.
5. 100 % of the Plans of Care are submitted to the ASO via Synthesis for quarterly approval.
6. ASO and Care Coordination Partners review reports and CQI outcome data on a quarterly basis at site visits and other meetings. Cleveland Christian Home has placed great emphasis on performance improvement with staff members.

**Rating of Overall Performance of Contractor (Check One):**

- Superior  
 Above Average  
 Average  
 Below Average  
 Poor

**Justification of Rating:** Cleveland Christian Home has continued to serve as a leader in Care Coordination supports and has maintained collaborative partnerships aimed at serving children and families within the Westside cluster. Cleveland Christian Home has focused on service delivery and quality improvements related to meeting contract deliverables.

Cuyahoga Tapestry System of Care  
**User Department**

March 31, 2013  
**Date**

# County Council of Cuyahoga County, Ohio

## Resolution No. R2013-0117

Sponsored by: <b>County Executive FitzGerald</b>	A <b>Resolution</b> authorizing a contract with Sadler-NeCamp Financial Services, Inc. dba PROWARE in the amount of \$6,136,749.00 for maintenance and support services for the Criminal and Civil Justice Information System for the period 4/1/2013 - 1/31/2016; authorizing the County Executive to execute a contract and all other documents consistent with this Resolution, and declaring the necessity that this Resolution become immediately effective.
Co-sponsored by: <b>Councilmember Gallagher</b>	

WHEREAS, the County Executive has submitted a contract for Council's approval with Sadler-NeCamp Financial Services, Inc. dba PROWARE in the amount of \$6,136,749.00 for maintenance and support services for the Criminal and Civil Justice Information System for the period 4/1/2013 - 1/31/2016; and,

WHEREAS, this project is funded by the General Fund and the Clerk's Computerization Fund; and,

WHEREAS, it is necessary that this Resolution become immediately effective in order that critical services provided by Cuyahoga County can continue and to provide for the usual, daily operation of a County entity.

### **NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF CUYAHOGA COUNTY, OHIO:**

**SECTION 1.** That the Cuyahoga County Council hereby authorizes a contract with Sadler-NeCamp Financial Services, Inc. dba PROWARE in the amount of \$6,136,749.00 for maintenance and support services for Criminal and Civil Justice Information System for the period 4/1/2013 - 1/31/2016.

**SECTION 2.** That the County Executive is authorized to execute the contract and all documents consistent with this Resolution.

**SECTION 3.** It is necessary that this Resolution become immediately effective for the usual daily operation of the County and the reasons set forth in the preamble. Provided that this Resolution receives the affirmative vote of at least eight members of Council, it shall take effect and be in force immediately upon the earliest occurrence of any of the following: (1) its approval by the County Executive through signature, (2) the expiration of the time during which it may be disapproved by the



**CONTRACT**

by and between

The County of Cuyahoga, Ohio

and

Sadler-NeCamp Financial Services, Inc., (d.b.a. PROWARE)

THIS AGREEMENT ("Contract"), dated as of \_\_\_\_\_ is made and entered into by and between the County of Cuyahoga, Ohio ("the County") on behalf of the Cuyahoga County Court of Common Pleas, General Division (the "Court") and the Cuyahoga County Clerk of Courts (the "Clerk"), and Sadler-NeCamp Financial Services, Inc., d.b.a. PROWARE, ("PROWARE"), an Ohio corporation with principal offices located at 7621 East Kemper Road, Cincinnati, Ohio 45249.

WITNESSETH:

WHEREAS, the Cuyahoga County Court of Common Pleas and the Cuyahoga County Clerk of Courts operate and use the Criminal and Civil Justice Information System ("CCJIS") pursuant to the PROWARE Software License to Cuyahoga County, Ohio for Software Pursuant to Bid Titled Cuyahoga County's CCJIS Request for Proposal, dated January 26, 1998 (the "PROWARE License"). This system shall be referred to herein as the "Court System"; and,

WHEREAS, PROWARE has submitted a proposal to the County in response to inquiries by the Court and the Clerk for management, systems analyst and program analyst services, and ongoing system management and support services for the Court System; and,

WHEREAS, PROWARE's proposal offered to provide the Court and the Clerk with management, systems analyst and program analyst services, and ongoing system management and support services for the Court System; and,

WHEREAS, the Court, the County, and the Clerk desire to retain PROWARE to provide such services, and PROWARE has certified itself to be the sole source for such services and is willing to provide such services for a fixed fee, on the terms and conditions set forth in this Contract; and,

WHEREAS, PROWARE has advised the Court, the County, and the Clerk, and the Court, the County and the Clerk agree, that certain items for third party services such as IBM and Uniface third party services must be procured before the beginning of each service year to insure continuity of service.

NOW, THEREFORE, PROWARE and the Court, the County and the Clerk agree as follows:

ARTICLE 1 – AGREEMENT AND TERM

1.1 Term and Termination. The term of this Contract shall commence on April 1, 2013, at 12:00 AM (midnight) EST, and end on January 31, 2016 at 11:59 PM EST. Either party may terminate this Contract if the other party materially breaches this Contract by failure, neglect or refusal to comply with any of the terms and conditions of this Contract and the breaching party has failed to remedy that breach within thirty (30) days of the date of written notice from the non- defaulting party specifying the breach.

- (a) Cuyahoga County Termination; Default By PROWARE. Cuyahoga County may terminate this Contract with the consent of the Court and the Clerk at any time upon thirty (30) days notice to PROWARE. However, if the County terminates this Contract for reasons other than a material default, or substantial noncompliance by PROWARE, PROWARE shall be compensated for PROWARE's services properly performed to date as determined by the Court and the Clerk including restock fees assessed to PROWARE by its suppliers for products secured and readied for delivery.
- (b) PROWARE Termination; Default By Cuyahoga County. PROWARE may terminate this Contract, at PROWARE's option, upon a material default by the County and where the County has failed to remedy the breach within thirty (30) days of the date of written notice from PROWARE to the County, Court and Clerk, specifying the breach.
- (c) If this Contract is terminated for any reason, the parties shall promptly return their respective property. In addition, PROWARE shall return to the Court, any Court Records, or Court files, data, or information in PROWARE's possession.

1.2 Scope of Contract. During the term of this Contract, PROWARE agrees to provide, and the County agrees to purchase, the Maintenance and Support Services for and on behalf of the Court System identified in Schedules A and B to this Contract. The total amount payable directly to PROWARE for the services rendered under this Contract is set forth in Schedule A, Goods and Services. The Maintenance and Support Services are more particularly described in PROWARE's Statement of Work, which is attached and incorporated herein as Schedule B.

1.3 PROWARE shall provide Maintenance and Support Services for the Court System during all days and hours that the Court or the Clerk are open according to the Statement of Work, as follows:

- (a) PROWARE shall provide ongoing routine and preventative maintenance services for the Court System as set forth in the Statement of Work.
- (b) PROWARE shall provide support for the Court System as needed in accordance with the Statement of Work. The Court or the Clerk, by an authorized person, designated by the Court or the Clerk, may request maintenance, support, and other software development services by a submission in writing (including by e-mail) or by submission of a Software Action Request ("SAR"), and PROWARE shall provide such support as directed by the designated requester of the Court or the Clerk. To avoid any unnecessary duplication of services, the Court and the Clerk shall each send copies to each other of any requests submitted to PROWARE at the time of each submission to PROWARE. The Court and the Clerk agree to promptly share with each other all Court Records (as defined in Section 1.7) retrieved from PROWARE upon their receipt from PROWARE, and neither party may incur costs under the Contract by requesting information from PROWARE that it has received from the other party. PROWARE will provide emergency support as requested by the Court or the Clerk, or such other individuals designated in writing by the Court or the Clerk, to the best of PROWARE's ability in accordance with written direction.
- (c) In the event the Court or the Clerk requests support or other services that PROWARE in good faith believes are out-of-scope, PROWARE shall so indicate and, at the Court's or Clerk's request, provide a good-faith estimate of the time and resources required to implement the change.

1.4 PROWARE shall maintain reasonably accurate and up-to-date records identifying the completed Maintenance and Support Services provided under this Contract using the existing SAR system or its equivalent as may be implemented by PROWARE and the Court in the future. PROWARE shall provide periodic (i.e., monthly or otherwise) written reports of such records as requested by the Court or the Clerk in such format as the Court or the Clerk reasonably designates.

1.5 PROWARE shall devote sufficient time and allocate sufficient personnel and resources as may be required for the performance of this Contract. All services provided by PROWARE shall be performed by personnel of at least the qualifications set forth in the Statement of Work. PROWARE shall submit to the Court and the Clerk the name and professional qualifications of each person providing such services and shall provide such additional information as may reasonably be requested by the Court or the Clerk for background screening, security or other lawful purposes. Notwithstanding anything to the contrary contained in this Contract, the Court and the Clerk shall have the right to approve all personnel selected by PROWARE to provide services under this Contract, and the Court or the Clerk may reasonably request the reassignment or replacement of any such personnel whose performance the Court and the Clerk reasonably deems unsatisfactory.

1.6 Any computer software programs, source code, object code, scripts, database schema, hypertext and programming elements, graphical user interface elements, specifications, and all other related materials, documentation, and information developed, created or provided by PROWARE pursuant to this Contract, excluding Third Party Software ("TPS"), shall be PROWARE "Work Product" and shall be subject to the terms and conditions of the PROWARE License.

1.7 PROWARE agrees and acknowledges:

- (a) That the information and data created, stored in and maintained through the Court System, contains both Court and Clerk Records, , and other files, data, and information (collectively, "Court Records"). PROWARE acknowledges that it has no ownership or proprietary rights to the Court Records. As directed in Ohio Superintendence Rule 46 (B), PROWARE shall comply with Ohio Rules of Superintendence 44 through 47, and shall protect the confidentiality of the Court Records.
- (b) The Court and the Clerk may access and use Court Records, without restriction by PROWARE, provided that the Clerk may not have access to the Court Records listed on Schedule E. PROWARE agrees to provide and make available such technical information (e.g., database schema, data formats, screen layouts and the like) to enable the Court and the Clerk and their respective designees (as identified by the Court and the Clerk) to access, extract, use and interface with the Court Records. However, before receiving any such technical information, any designee of the Court that is not employed by the County must first deliver to PROWARE an executed copy of the PROWARE Confidentiality, Non-Disclosure and Temporary Limited License Agreement ("CNDTLA"), a copy of which is attached hereto as Schedule F. PROWARE agrees and represents that the sole purpose of the CNDTLA is to protect against infringement of PROWARE's intellectual property rights by PROWARE's competitors. PROWARE not may not request execution of the CNDTLA and may not use it in any manner to limit access to the Court Records by either the Court or the Clerk. PROWARE shall notify the Court and the Clerk of Courts of all bulk distribution and new compilation requests, including any bulk distribution and new compilation requests made by the Court, the Clerk, or others.

At the termination of this Contract, PROWARE shall send all Court Records to the Court, the Clerk, and any third party designated by them in a format agreed upon by the Court, the Clerk, and PROWARE.

1.8 Subject to Section 1.7, PROWARE agrees to reasonably cooperate with and not hinder the Court, the Clerk, and any future vendors who provide the Court and the Clerk with hardware or software services relating to the Court System, including the transfer or conversion of Court Data from the Court System to other systems or formats, provided that participation by PROWARE in supporting, helping and assisting any future projects or vendors shall be charged on a time-and-materials basis at the hourly rates set forth in Schedule A, hereto.

1.9 PROWARE agrees that it will not now or in the future directly, indirectly, remotely or otherwise terminate or disable access to, or any functionality of, the Court System for any reason. PROWARE agrees that it shall not use any mechanisms such as a disabling code, trap door, time bomb, logic bomb or any other software protection routine or other similar device, module or functionality that would enable PROWARE to terminate or disable access to, or any functionality of, the Court System for any reason. PROWARE acknowledges that the restrictions set forth in this Section are reasonable and necessary and that, in the event of a threatened or actual breach of this section, monetary damages may be difficult to ascertain such that the County shall be entitled to interim restraints and permanent injunctive and other equitable relief as non-exclusive remedies in the event of a threatened or actual breach of this Section, without alleging or proving the amount or inadequacy of monetary damages as a remedy or the exhaustion of other available remedies.

1.10 The Court, the County or the Clerk will provide PROWARE with reasonable access to the equipment, software systems, and the County facilities at agreed upon times for purposes of this Contract subject to the County security measures, which includes limited access to certain areas. The County also will provide adequate working space, including: air conditioning, heat, light, ventilation, electric power, phone service, broadband connection, and desks and chairs for the use by PROWARE staff members. The County is responsible for providing PROWARE with reasonable access to all other facilities necessary to the fulfillment of this Contract.

1.11 The Court, the County or the Clerk will provide adequate meeting facilities for project meetings and project team working and training sessions. The County is responsible for maintaining environmental conditions at the location of equipment installation throughout the terms of this contract in accordance with specifications established by equipment manufacturers.

1.12 Risk of Loss. The County shall bear the risk of damage to all of the County's hardware and software unless damage is due to the fault or negligence of PROWARE. THE COUNTY AGREES THAT PROWARE SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR FOR THE LOSS OF SOFTWARE OR DATA.

1.13 Licenses. Unless otherwise provided herein, the County shall timely maintain all hardware and software licenses necessary for PROWARE to perform hereunder.

1.14 IBM and Other Third Party Provider Agreements. The County shall timely enter execute and deliver to PROWARE the agreements necessary for PROWARE's performance under this Contract; said agreements are (a) the IBM "Statement of Work for Service Acquired from an IBM Business Partner" attached as Schedule C; and (b) the IBM "Agreement for Services Acquired from an IBM Business Partner", attached as Schedule D.

1.15 Definitions. Capitalized terms used will have the meanings given below or in the

context in which the term is used, as the case may be:

- (a) Maintenance and Support Services – The management, systems analyst and program analyst services, and ongoing system management and support services for the Court Systems set forth in the Statement of Work.
- (b) PROWARE – The trade name by which the business Sadler-NeCamp Financial Services, Inc. conducts business.
- (c) Software Action Request (or “SAR”) – The written notice by which Cuyahoga County notifies PROWARE of a software change or investigation. A SAR may also be used to communicate any system problem, including hardware and third party software problems.
- (d) Statement of Work – The Statement of Work, which is attached and incorporated herein as Schedule B, along with the identification of Goods and Services, which is attached and incorporated herein as Schedule A.
- (e) Third Party Software (or “TPS”) – The software components of the Court System developed by entities other than PROWARE or PROWARE’s subcontractors (e.g., Microsoft Word).

## ARTICLE II – PAYMENT AND INVOICING

2.1 Payment. During the term of this Contract, the total amount payable to PROWARE for the services rendered under this Contract shall in no event exceed the amounts itemized and contained in the attached Schedule A. Payments made to PROWARE shall be for Maintenance and Support Services actually received, approved, and accepted by the Court and the Clerk at the amounts identified in the attached Schedule A.

2.2 Invoicing. PROWARE shall invoice the Court and the Clerk for Maintenance and Support Services, and each invoice shall be accompanied by a corresponding written report only to the extent that the Court and Clerk request such report under Section 1.4 above. PROWARE shall submit original invoice(s) and report(s) to the following address:

Chief Information Officer  
Cuyahoga County Department of IT  
The Sterling Building  
1255 Euclid Avenue, 4th Floor  
Cleveland, Ohio 44115

## ARTICLE III – INDEMNITIES AND LIABILITIES

3.1 Representations and Warranties. PROWARE represents and warrants that it has the authority to enter into this Contract and that all Maintenance and Support Services shall be performed in a workmanlike manner in accordance with industry-standard practices and procedures. PROWARE further represents and warrants that the Work Product and any other services or deliverables provided pursuant to this Contract, either when used alone or in combination with the Court System (including in combination with any TPS), does not infringe the rights of any third party, whether in patent, trademark, copyright, trade secret, or otherwise. The



County represents and warrants that all software and hardware provided by the County to PROWARE pursuant to this Contract, either when used alone or in combination with the Court Systems (including in combination with any TPS), does not infringe the rights of any third party, whether in patent, trademark, copyright, trade secret, or otherwise.

3.2 Indemnification. PROWARE shall indemnify and save the Court, the County, and the Clerk and their respective officials, officers, judges, employees, agents, representatives, departments, agencies, boards, commissions, and other authorities harmless from suits or actions of every nature and description brought against the County, the Court, or the Clerk for or on account of any injuries or damages received or sustained by a party (or parties) from (i) any negligent acts of PROWARE, its' owners, members, shareholders, officers, representatives, agents, employees, subcontractors, and servants that arises out of the performance of the service contemplated by the Statement of Work, and (ii) any breach of the representations and warranties set forth in Section 3.1, above.

3.3 Insurance. PROWARE shall maintain at all times, professional liability insurance policy with coverage of TWO MILLION DOLLARS (\$2,000,000.00) for any one incident, general commercial liability policy with coverage of TWO MILLION DOLLARS (\$2,000,000.00) for death or injury of any one person and TWO MILLION DOLLARS (\$2,000,000.00) for the death or injury of two or more persons in any one occurrence, together with TWO MILLION DOLLARS (\$2,000,000.00) for property damage in any one occurrence with an aggregate property damage of TWO MILLION DOLLARS (\$2,000,000.00) in two or more occurrences. Said insurance is to be placed with an insurance company authorized to do business in the State of Ohio. PROWARE shall name the County as an additional insured on all insurance and shall provide a Certificate of Insurance upon County request. PROWARE shall secure Workers Compensation for all of PROWARE'S employees as required by law and provide a Certificate of Compliance from the State of Ohio's Bureau of Workers' Compensation upon County request.

3.4 Harmonious Relationship. The parties shall be free to bring all differences of interpretation and disputes arising in connection with this Contract to the attention of the other at any time without prejudicing their harmonious relationship and operations hereunder, and the offices and facilities of either party shall be available at all times for prompt and effective adjustment of any and all such differences, either by mail, telephone, or personal meeting under friendly and courteous circumstances. This provision is without prejudice to the right of any party to assert this Contract or seek any remedy available with respect to this Contract.

#### ARTICLE IV – MISCELLANEOUS

4.1 Schedules Incorporated by Reference. The following Schedules are attached hereto and are incorporated herein:

- Schedule A-CCJIS: Goods and Services (pricing & payment)
- Schedule B-CCJIS: Statement of Work
- Schedule C-CCJIS: IBM "Statement of Work for Service Acquired from an IBM Business Partner"
- Schedule D-CCJIS: IBM "Agreement for Services Acquired from an IBM Business Partner."

Schedule E: List of Court Records that May Not Be Unilaterally Accessed by the Clerk

Schedule F: PROWARE Confidentiality, Non-Disclosure and Temporary Limited License Agreement

4.2 Relationship of Parties. PROWARE is performing pursuant to this Contract only as an independent contractor. PROWARE has the sole obligation to supervise, manage, contract, direct, procure, perform or cause to be performed its obligations set forth in this Contract, except as otherwise agreed upon by the parties. Nothing set forth in this Contract shall be construed to create the relationship of principal and agent between PROWARE the Court, the County or the Clerk. No party shall act or attempt to act or represent itself, directly or by implication, as an agent of the other party or its affiliates or in any manner assume or create any obligation on behalf of, or in the name of the other party or its affiliates.

4.3 Force Majeure. Neither the County nor PROWARE will be liable to the other party hereunder or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, acts of the government, or third parties (excluding subcontractors or agents or others acting for or on behalf of a party), fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather.

4.4 Notices. Wherever one party is required or permitted to give notice to the other pursuant to this Contract (excluding Software Action Requests), such notice shall be deemed effective when received having delivered by hand, via certified mail with return receipt requested, or via overnight courier with signature required, and addressed as follows:

In the case of the Court:

Cuyahoga County Common Pleas Court  
Justice Center, 11<sup>th</sup> Floor  
1200 Ontario Street  
Cleveland, Ohio 44113  
ATTN: Court Administrator

In the case of the Clerk:

Cuyahoga County Clerk of Courts  
Justice Center, 2<sup>nd</sup> Floor  
1200 Ontario Street  
Cleveland, Ohio 44113  
ATTN: Clerk of Courts

In the case of the County:

Cuyahoga County Department of Law  
1219 Ontario Street, 4<sup>th</sup> Floor  
Cleveland, Ohio 44113  
ATTN: Law Director

and

Cuyahoga County  
Department of Information Technology  
1255 Euclid Avenue, 4<sup>th</sup> Floor  
Cleveland, Ohio 44115  
ATTN: Chief Information Officer

In the case of PROWARE:

Sadler-NeCamp Financial Services, Inc.  
ATTN: Randal R. Sadler, President  
7621 East Kemper Road  
Cincinnati, Ohio 45249

For each notice regarding any legal claims or default, the party giving notice must send a copy of such notice to the Risk Management Division in the County's Department of Law in the same form as the notice to the affected party at the following address:

Attn: Darlene White, Deputy Director-Risk Management  
Cuyahoga County Department of Law  
1219 Ontario Street, 4<sup>th</sup> Floor  
Cleveland, Ohio 44113

Either party may from time to time change its designated recipient or address for notification purposes by giving the other party written notice of the new designated recipient or address and the date upon which it will become effective.

4.5 Severability. If, and only to the extent that, any provision of this Contract is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provision, it being the intent and agreement of the parties that this Contract shall be deemed amended by modifying such provision to the extent necessary to make it legal and enforceable while preserving its intent. If that is not possible, another provision that is legal and enforceable and achieves the same objective shall be substituted. If the remainder of this Contract is not affected by such declaration or finding and is capable of substantial performance, then the remainder shall be enforced to the extent permitted by law.

4.6 Waiver. No delay or omission by either party in the exercise of any right or power shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties of any of the covenants, conditions or agreements to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained. No change, waiver, or discharge hereof shall be valid unless in writing and signed by an authorized representative of the party against which such change, waiver, or discharge is sought to be enforced.

4.7 Survival of Terms. Termination or expiration of this Contract for any reason shall not release either party from any liabilities or obligations set forth in this Contract which (i) the parties have expressly agreed shall survive any such termination or expiration, or (ii) remain to be performed or by their nature would be intended to be applicable following any such termination or expiration. Moreover, the termination or expiration of this Contract shall not release either party from any liabilities or obligations set forth in the PROWARE License.

4.8 Headings and Interpretation. The article and section headings used herein are for reference and convenience only, and shall not enter into the interpretation hereof.

4.9 Governing Law and Jurisdiction, Applicable County Ordinances. This Contract and its schedules and attachments and any modifications, amendments or alterations thereto shall be governed, construed, and enforced under the laws of the State of Ohio without regard to conflicts of law provisions. PROWARE and the County agree that the state and federal courts sitting in Ohio will have exclusive jurisdiction over any claim arising out of this Contract and PROWARE and the County consent to the exclusive jurisdiction of such courts. PROWARE agrees not to challenge this Governing Law and Jurisdiction provision, and agrees not to attempt to remove any legal action related to this Contract or any alleged breach of this Contract outside of the County for any reason. All contracts in which the County is a party, including this contract, are subject to all applicable County Ordinances, including, but not limited to, the Cuyahoga County Ethics Ordinance, the Cuyahoga County Inspector General Ordinance, and the Cuyahoga County Contracting and Purchasing Procedures Ordinance. During the term of this Contract, including any extensions, all parties shall remain in compliance with all applicable Cuyahoga County Ordinances and may access copies of all County ordinances on the Cuyahoga County Council's website at: <http://council.cuyahogacounty.us/>.

4.10 Verbal Comments. Verbal comments, explanations, or instructions between the Court, the County or the Clerk and PROWARE will not be binding. Information and or instructions between the Court, the County or the Clerk and PROWARE must be in writing if it is to be relied upon. Written communications between PROWARE and the Court, the County or the Clerk will be binding.

4.11 Annual Appropriations. To enable the County's Fiscal Officer to certify the availability of funds for this three-year contract, which extends outside the duration of the County's annual appropriations in the County's budget, the parties agree that all of the Court, Clerk, and County's obligations under this Contract are subject to annual appropriation of funds by the Cuyahoga County Council and that the failure of such appropriation by the Council constitutes a lawful termination of the Contract. The Court and Clerk agree to submit the request for such appropriation to Council, and in the event that the County Council does not appropriate sufficient funds for the continuation of this Contract, the County shall provide written notice to PROWARE of same within thirty days.

4.12 Electronic Signature. By entering into this Contract PROWARE's signator agrees on behalf of PROWARE, the contracting Ohio corporation, its officers, owners, members, shareholders, representatives, employees, subcontractors, sub-grantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring Cuyahoga County signatures may be executed by electronic means, and that the electronic signatures affixed by Cuyahoga County to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. PROWARE signator also agrees on behalf of the aforementioned entities and persons, to be bound by the provisions of Chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

4.12 Personal Property Taxes. The County shall not assume responsibility for the payment of any personal property taxes for any materials not owned by the County, nor shall the County pay any insurance premiums for any coverage of any property not owned by the County. No conditions shall alter this statement.

4.13 Tax Exempt Status. The County is a tax-exempt No. 29 political subdivision of the State of Ohio (Federal I.D. No. 34-6000817).

4.14 Labor and Material. PROWARE shall pay or satisfy the just and equitable claims of all persons who have performed labor or furnished materials or equipment for said PROWARE in

the execution of this Contract, and all bills, costs or claims of whatever kind which might in law or equity become a lien upon said work.

4.15 Assignment. PROWARE shall not assign, transfer, convey or otherwise dispose of this Contract, or its right to execute it, or its right, title or interest in or to any part thereof, or assign, by power of attorney or otherwise, any of the monies due or to become due under this Contract without prior written approval of the Court, the County and the Clerk; provided, however, that upon prior written notice to and prior written approval of the Court, the County and the Clerk, which shall not be unreasonably withheld, PROWARE may subcontract any work or obligations to be performed by it pursuant to this Contract. PROWARE warrants that all personnel assigned to perform any of its obligations hereunder shall be employees, independent contractors or other types of hire (as permitted by applicable laws) of PROWARE or PROWARE's subcontractor(s), shall be qualified to perform the tasks assigned them, shall be in compliance with all immigration laws, and shall be legally qualified to work and receive compensation in the country in which they are employed. PROWARE shall be solely responsible for ensuring payment of all wages, benefits, Worker's Compensation, disability benefits, unemployment insurance and for withholding any required taxes for all personnel of PROWARE (whether employees or independent contractors) in accordance with applicable laws. PROWARE shall be fully responsible for the acts and Work Product of its employees, independent contractors, subcontractors, or any other type of hire used to perform the Maintenance and Support Services hereunder. The County acknowledges that certain aspects of software and hardware support may be provided by or with PROWARE's business partners who are IBM, Compuware (Uniface), Microsoft and Oracle.

4.16 Certification of Personal Property Tax. A Certificate of Compliance with Section 5719.042 of the Ohio Revised Code, which requires a certification of delinquent personal property tax by any successful vendor prior to the execution of the Contract of a political subdivision, shall be submitted to the County Fiscal Officer within thirty (30) days in the event there are any due and unpaid delinquent taxes.

4.17 Contract Processing. PROWARE shall submit four (4) original Contracts with original signatures, to the following:

Andrea Rocco, or Successor  
Clerk of Courts  
Justice Center, 2<sup>nd</sup> Floor  
1200 Ontario Street  
Cleveland, Ohio 44113

4.18 Findings for Recovery. PROWARE represents and warrants that it is not subject to an "unresolved" finding for recovery under Ohio Revised Code Section 9.24. If this representation and warranty is deemed to be false, this Contract is void ab initio, and PROWARE must immediately repay to County any funds paid under this Contract and must make the County whole for any damages sustained by the County.

4.19 Entire Agreement and Modification. This Contract, including any Schedules referred to in this Contract, constitutes the entire and exclusive statement of the Contract between the parties with respect to its subject matter and there are no oral or written representations, understandings or agreements relating to this Contract which are not fully expressed herein. The parties agree that any other terms or conditions included in any quotes, acknowledgments, bills of lading or other forms utilized or exchanged by the parties shall not be incorporated herein or be binding unless expressly agreed upon in writing by authorized

representatives of the parties. No modification, change or amendment hereof shall be valid unless such is in writing and signed by the authorized representative of the party against which such modification, change or amendment is sought to be enforced. In the event of any conflict between the terms of this Contract, any of its Schedules, or any prior agreement, the terms of this Contract shall take precedence over the Schedules, and the Schedules shall take precedence over any prior agreement.

IN WITNESS WHEREOF, each of the parties, for themselves, their heirs, beneficiaries, survivors, administrators, executors, personal representatives, successors and assigns hereto have caused this Contract to be signed on its behalf by a duly authorized individual, partner, director or officer, and has caused its seal to be affixed, this \_\_\_\_ day of \_\_\_\_\_, 20. \_\_\_\_.

Sadler-NeCamp Financial Services, Inc., d.b.a.  
PROWARE

By: \_\_\_\_\_  
Randal R. Sadler, President

Cuyahoga County Common Pleas Court

By: \_\_\_\_\_  
Judge Nancy A. Fuerst, Administrative Judge

Cuyahoga County

By: \_\_\_\_\_  
Edward FitzGerald, County Executive

Cuyahoga County Clerk of Courts

By: \_\_\_\_\_  
Andrea Rocco, Clerk of Courts

# **Schedule A-CCJIS**

Cuyahoga County  
Clerk of Courts and Court of Common Pleas

Goods and Services



**I. Deliverables to be purchased in 2013:**

Unit ID	Description	Unit	Unit Cost	Extended 2013 Cost
	<b>Application Support</b>			
1	Project Management	1	\$176,000.00	\$176,000.00
2	System Analyst (Full Time)	1	\$477,294.00	\$477,294.00
3	Programmer / Analyst	1	\$660,557.00	\$660,557.00
4	ADMP Application Server and ADMP Database Server Support	1	\$7,730.00	\$7,730.00
5	DBA Services and System Monitoring	1	\$188,790.00	\$188,790.00
6	*UNIFACE/PROWARE Runtime License Support switched from named to concurrent licenses	800	\$152.00	\$121,600.00
7	Web Server Support and Monitoring Microsoft.Net	1	\$19,200.00	\$19,200.00
8	*Database Server IBM Hardware Support	1	\$39,300.00	\$39,300.00
9	*Third Party HW/SW Support	1	\$8,005.00	\$8,005.00
10	Imaging	1	\$48,000.00	\$48,000.00
11	Restitution	1	\$36,582.00	\$36,582.00
12	OCN	1	\$22,500.00	\$22,500.00
	<b>Subtotal</b>			<b>\$1,805,558.00</b>
<b>13</b>	<b>Hardware &amp; Software Forecasted Requirements</b>			
13a	Database Server	1	\$75,000.00	\$75,000.00
13b	Criminal Imaging Workstations	1	\$15,000.00	\$15,000.00
13c	Oracle 12 Upgrade	1	\$75,000.00	\$75,000.00
13d	Transcad Upgrade	1	\$15,000.00	\$15,000.00
13e	E-Tiff Upgrade	1	\$5,000.00	\$5,000.00
13f	Perfect Address Upgrade	1	\$3,000.00	\$3,000.00
13g	Contingency	1	\$50,000.00	\$50,000.00
	<b>Subtotal</b>			<b>\$238,000.00</b>
	<b>GRAND TOTAL</b>			<b>\$2,043,558.00</b>

**II. Break down of payment schedule for 2013:**

<b>Item</b>	<b>System/Task</b>	<b>Cost</b>
1	Monthly Support - Due End of January	\$ 136,387.00
2	Monthly Support - Due End of February	\$ 136,387.00
3	Monthly Support - Due End of March	\$ 136,387.00
4	Monthly Support - Due End of April	\$ 136,387.00
5	Monthly Support - Due End of May	\$ 136,387.00
6	Monthly Support - Due End of June	\$ 136,387.00
7	Monthly Support - Due End of July	\$ 136,387.00
8	Monthly Support - Due End of August	\$ 136,387.00
9	Monthly Support - Due End of September	\$ 136,387.00
10	Monthly Support - Due End of October	\$ 136,387.00
11	Monthly Support - Due End of November	\$ 136,387.00
12	Monthly Support - Due End of December	\$ 136,396.00
13	*Year 2014 Maintenance Items – Due January 1, 2014	\$ 168,905.00
	Hardware & Software Forecasted Requirements <i>To be approved by customer and invoiced individually.</i>	\$ 238,000.00
	<b>GRAND TOTAL</b>	<b>\$2,043,558.00</b>

**III. Deliverables to be purchased in 2014:**

<b>Unit ID</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Extended 2014 Cost</b>
	<b>Application Support</b>			
1	Project Management	1	\$176,000.00	\$176,000.00
2	System Analyst (Full Time)	1	\$477,294.00	\$477,294.00
3	Programmer / Analyst	1	\$660,557.00	\$660,557.00
4	ADMP Application Server and ADMP Database Server Support	1	\$7,730.00	\$7,730.00
5	DBA Services and System Monitoring	1	\$188,790.00	\$188,790.00
6	*UNIFACE/PROWARE Runtime License Support switched from named to concurrent licenses	800	\$152.00	\$121,600.00
7	Web Server Support and Monitoring Microsoft.Net	1	\$19,200.00	\$19,200.00
8	*Database Server IBM Hardware Support	1	\$39,300.00	\$39,300.00
9	*Third Party HW/SW Support	1	\$8,005.00	\$8,005.00
10	Imaging	1	\$48,000.00	\$48,000.00
11	Restitution	1	\$36,582.00	\$36,582.00
12	OCN	1	\$22,500.00	\$22,500.00
13	Sheriff, June 1 <sup>st</sup> – December 31 <sup>st</sup>	1	\$9,975.00	\$9,975.00
	<b>Subtotal</b>			<b>\$1,815,533.00</b>
<b>14</b>	<b>Hardware &amp; Software Forecasted Requirements</b>			
14a	Additional Memory	1	\$20,000.00	\$20,000.00
14b	Disk Subsystem	1	\$60,000.00	\$60,000.00
14c	Civil Imaging Workstations	1	\$15,000.00	\$15,000.00
14d	Batch Server	1	\$10,000.00	\$10,000.00
14e	Uniface 10 Upgrade	1	\$75,000.00	\$75,000.00
14f	Kofax Upgrade	1	\$15,000.00	\$15,000.00
14g	E-Filing Upgrades / Modifications	1	\$15,000.00	\$15,000.00
14h	Contingency	1	\$50,000.00	\$50,000.00
	<b>Subtotal</b>			<b>\$260,000.00</b>
	<b>GRAND TOTAL</b>			<b>\$2,075,533.00</b>

**IV. Break down of payment schedule for 2014:**

<b>Item</b>	<b>System/Task</b>	<b>Cost</b>
1	Monthly Support - Due End of January	\$ 136,387.00
2	Monthly Support - Due End of February	\$ 136,387.00
3	Monthly Support - Due End of March	\$ 136,387.00
4	Monthly Support - Due End of April	\$ 136,387.00
5	Monthly Support - Due End of May	\$ 136,387.00
6	Monthly Support - Due End of June	\$ 137,812.00
7	Monthly Support - Due End of July	\$ 137,812.00
8	Monthly Support - Due End of August	\$ 137,812.00
9	Monthly Support - Due End of September	\$ 137,812.00
10	Monthly Support - Due End of October	\$ 137,812.00
11	Monthly Support - Due End of November	\$ 137,812.00
12	Monthly Support - Due End of December	\$ 137,821.00
13	*Year 2015 Maintenance Items – Due January 1, 2015	\$ 168,905.00
	Hardware & Software Forecasted Requirements <i>To be approved by customer and invoiced individually.</i>	\$ 260,000.00
	<b>GRAND TOTAL</b>	<b>\$2,075,533.00</b>

**V. Deliverables to be purchased in 2015:**

<b>Unit ID</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Extended 2015 Cost</b>
	<b>Application Support</b>			
1	Project Management	1	\$176,000.00	\$176,000.00
2	System Analyst (Full Time)	1	\$477,294.00	\$477,294.00
3	Programmer / Analyst	1	\$660,557.00	\$660,557.00
4	ADMP Application Server and ADMP Database Server Support	1	\$7,730.00	\$7,730.00
5	DBA Services and System Monitoring	1	\$188,790.00	\$188,790.00
6	*UNIFACE/PROWARE Runtime License Support switched from named to concurrent licenses	800	\$152.00	\$121,600.00
7	Web Server Support and Monitoring Microsoft.Net	1	\$19,200.00	\$19,200.00
8	*Database Server IBM Hardware Support	1	\$39,300.00	\$39,300.00
9	*Third Party HW/SW Support	1	\$8,005.00	\$8,005.00
10	Imaging	1	\$48,000.00	\$48,000.00
11	Restitution	1	\$36,582.00	\$36,582.00
12	OCN	1	\$22,500.00	\$22,500.00
13	Sheriff	1	\$17,100.00	\$17,100.00
	<b>Subtotal</b>			<b>\$1,822,658.00</b>
<b>14</b>	<b>Hardware &amp; Software Forecasted Requirements</b>			
14a	Additional CPU Licenses	1	\$ 20,000.00	\$ 20,000.00
14b	Criminal Imaging Server Replacement	1	\$ 20,000.00	\$ 20,000.00
14c	Criminal Imaging Scanner Replacement	1	\$ 15,000.00	\$ 15,000.00
14d	Civil Imaging Scanner Replacement	1	\$ 15,000.00	\$ 15,000.00
14e	Probation Imaging Workstations	1	\$ 15,000.00	\$ 15,000.00
14f	Probation Scanner Replacement	1	\$ 15,000.00	\$ 15,000.00
14g	ADMP PCs	1	\$ 5,000.00	\$ 5,000.00
14h	Additional Oracle Licenses	1	\$ 40,000.00	\$ 40,000.00
14i	Contingency	1	\$ 50,000.00	\$ 50,000.00
	<b>Subtotal</b>			<b>\$ 195,000.00</b>
	<b>GRAND TOTAL</b>			<b>\$ 2,017,658.00</b>

**VI. Break down of payment schedule for 2015:**

<b>Item</b>	<b>System/Task</b>	<b>Cost</b>
1	Monthly Support - Due End of January	\$ 137,812.00
2	Monthly Support - Due End of February	\$ 137,812.00
3	Monthly Support - Due End of March	\$ 137,812.00
4	Monthly Support - Due End of April	\$ 137,812.00
5	Monthly Support - Due End of May	\$ 137,812.00
6	Monthly Support - Due End of June	\$ 137,812.00
7	Monthly Support - Due End of July	\$ 137,812.00
8	Monthly Support - Due End of August	\$ 137,812.00
9	Monthly Support - Due End of September	\$ 137,812.00
10	Monthly Support - Due End of October	\$ 137,812.00
11	Monthly Support - Due End of November	\$ 137,812.00
12	Monthly Support - Due End of December	\$ 137,821.00
13	*Year 2016 Maintenance Items – Due January 1, 2016	\$ 168,905.00
	Hardware & Software Forecasted Requirements <i>To be approved by customer and invoiced individually.</i>	\$ 195,000.00
	<b>GRAND TOTAL</b>	<b>\$ 2,017,658.00</b>

# **Schedule B-CCJIS**

Cuyahoga County  
Clerk of Courts and Court of Common Pleas

Statement of Work

## Preface

The following contains PROWARE's Statement of Work to support the Cuyahoga County Clerk of Courts and Court of Common Pleas CCJIS system developed by PROWARE ("CCJIS"). The information contained herein represents significant intellectual property and trade secrets developed by PROWARE, as well as PROWARE's unique understanding of CCJIS. PROWARE reserves all rights to intellectual property and trade secrets presented in this Statement of Work. They may not be used without the express written consent of PROWARE.

*As used in this Statement of Work:*

*Ethernet* is a registered trademark of Xerox Corporation;

*AIX* is a registered trademark of International Business Machines Corporation;

*Microsoft, Microsoft Windows, Windows XP, Windows 2003, and Windows 2008* are registered trademarks of Microsoft Corporation;

*Novell and Netware* are registered trademarks of Novell, Inc.;

*Oracle10, Oracle11* are trademarks of Oracle; and,

*Uniface 9* is a trademark of Compuware.



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## 1.0 Summary

The following contains PROWARE's Statement of Work to Cuyahoga County to support the CCJIS developed by PROWARE; except, this Statement of Work does not include support for other divisions, courts or agencies not specifically enumerated such as the Sheriff's Office, Prosecutor, or Court of Appeals.

## 2.0 CCJIS Applications Software Support

PROWARE will provide project management, system analysis, programmer analysis, and database administration (“DBA”) support for CCJIS for a period of 36 months from January 1, 2013.

Project Management Description - The project manager shall have at least one year experience with current court systems and at least one year experience in a project management position. Responsibilities include:

- Prepare monthly status report of all work in progress to Court.
- Availability for design, analysis, support, and maintenance tasks.
- Manage, assign, and coordinate work effort of entire support team.
- Other agreed upon tasks.

Systems Analyst Description - The systems analyst shall have at least one year experience with Court Systems. Estimated hours for this item are outlined in Schedule A. Responsibilities include:

- Assisting with design and analysis for any support or maintenance items.
- Coordinate with the CCJIS designated representative to implement programming revisions and inform appropriate CCJIS staff of such revisions.
- Provide second level Help Desk Assistance to the CCJIS IS staff.
- Participate in conference calls and meetings with CCJIS IS staff when requested.
- Assist CCJIS IS staff in troubleshooting Interface issues.
- Help resolve technical issues related to CCJIS.
- Provide train the trainer assistance as directed by CCJIS staff for day to day tasks.
- Evaluate, prioritize new requests for existing programs in conjunction with CCJIS staff.
- Evaluate, prioritize new requests for business rule changes.
- Manage testing/promotion process.

Programmer Analyst Description - The programmer analyst shall have at least one year experience with court systems. Estimated hours for this item are outlined in Schedule A. Responsibilities include:

- Retrofit changes to the approved programs on CCJIS applications at PROWARE's office.
- Coordinate and implement new application versions on the production CCJIS platform.
- Provide first line of support for questions on software operation.
- Provide support for data needed for testing.
- Evaluate existing programs as needed to fine tune/improve efficiency.
- Monitor data loaded to database.
- Coordinate on-going interfaces to load data and continue testing.
- Install and maintain automatic processes for electronic interfaces.
- Evaluate, prioritize new requests for existing programs.
- Evaluate, prioritize new requests for business rule changes.
- Assist in definition of baseline data for recursive testing.

- Monitor data created by new programs for integrity.
- Coordination of testing/promotion process.
- Fix bugs.
- Make minor cosmetic and other minor enhancements.
- Other agreed upon items.

### **3.0 Uniface/PROWARE Support**

PROWARE shall:

- A. Provide support for Uniface problems related to CCJIS applications.
- B. Install software patches/upgrades to the Uniface client.
- C. Configure & test new runtime patches to CCJIS applications.
- D. Assist CCJIS staff with deployment of new or upgraded clients.
- E. Maintain Uniface runtime licenses (up to quantity outlined in Schedule A).
- F. Supply runtime patches for Uniface 9.
- G. Install, configure, and maintain the Compuware Distributed License Manager (“DLM”).
- H. Apply new runtime patches for the DLM.
- I. Provide first line support for any DLM licensing issues.
- J. Coordinate with Compuware on any licensing issues.

PROWARE will be the first line of support for any and all Uniface software problems. PROWARE will purchase for Cuyahoga County a support contract with Compuware to maintain the runtime licenses as outlined in Schedule A. This will provide Cuyahoga County with updates for the contract period and patches to correct problems found in the Uniface software. In addition, PROWARE will maintain the configuration of existing runtime licenses and install or upgrade any patches in the Uniface 9.x product line if they are necessary and compatible with the current system.

The upgrade to any Uniface product 10.x and above is not included in this maintenance agreement and should be budgeted as an Out of Scope item.

### **4.0 Web Server Support and Monitoring Microsoft's .Net**

PROWARE shall:

- A. Provide support for the current Microsoft .Net CCJIS web applications.
- B. Evaluate new Microsoft .Net patches/upgrades and advise CCJIS staff on whether to incorporate these into the CCJIS application.
- C. Install Microsoft .Net software patches/upgrades to the CCJIS Test Web Server.
- D. Install Microsoft .Net software patches/upgrades to the CCJIS Production Web Server.

PROWARE will be the first line of support for any and all CCJIS Microsoft .Net problems. In addition PROWARE will maintain the configuration of the existing web server and install or upgrade any patches in the Microsoft .Net 3.x product line if they are compatible with the current system.

The upgrade to any Microsoft .Net product 4.x and above is not included in this maintenance agreement and should be budgeted as an Out of Scope item.

## **5.0 Novell Support and Updates**

PROWARE is not responsible for Novell server support and/or updates to the CCJIS application servers (such as file, or print servers). Primary support for Novell servers will be the responsibility of the Courts. PROWARE will provide secondary assistance if needed to resolve issues related to CCJIS applications.

## **6.0 Microsoft Support and Updates**

PROWARE is not responsible for Microsoft Server support and/or updates for CCJIS application servers (such as file, print, image, web servers, etc). Primary support for Microsoft Servers will be the responsibility of the Court. PROWARE will provide secondary assistance if needed to resolve issues related to CCJIS applications.

## 7.0 Database Server IBM Hardware Support

PROWARE shall provide support for the Database Servers and related hardware, operating software, database software and CCJIS data. All problems will be reported to PROWARE. PROWARE shall be responsible to perform problem diagnosis and resolution. This support falls into the following categories:

A. Preventive maintenance activities including:

- Security maintenance, add/delete users as necessary.
- Volume group maintenance; create/modify volume groups as necessary.
- File system maintenance; create/modify files as necessary.
- Create, configure and monitor Storage Area Network. (FIBER)
- Create, configure and monitor virtual hardware partitions. (POWERVM)
- Configuration and maintenance of virtual I/O servers. (VIO)
- Configuration and maintenance of the hardware mgt console. (HMC)
- Configuration and maintenance of storage manager. (RAID)
- Monitor file-system usage.
- Create/modify administrative shell scripts.
- Review error log.
- Review backup log.
- Periodic RE-IPL of the system.
- Implement software updates/patches for database server software (AIX, Networker, DLM).
- Implement firmware updates/patches for database servers, peripherals, and HMC.
- Available for questions/consultation.
- Report of activity and issues as needed.

PROWARE shall:

- A. Provide timely status reports to the CCJIS Project Manager during any unplanned down time incidents.
- B. Provide a written report to be delivered to the CCJIS Project Manager within 5 working days after an unplanned down time incident, detailing the problem definition, the solution, and appropriate recommendations to avoid a reoccurrence.

PROWARE will provide a person with a minimum of one year AIX experience and six months experience on PROWARE's CMS system. PROWARE will obtain a maintenance contract for the AIX software and the IBM database server(s). This contract will provide for software patches to the existing AIX 7.x software and hardware maintenance. New AIX software is an additional charge when needed.

This coverage applies to the CCJIS database servers. Currently they are an IBM 8203-E4A and an IBM 8202-E4B.

## 8.0 DBA Services and System Monitoring

PROWARE shall provide support for Database Administration and System Monitoring activities for CCJIS System databases.

Database Administrator Services are: (presented in priority sequence):

- A. Repair/fix a broken CCJIS database.
- B. Repair/fix out-of-service condition for CCJIS database.
- C. Provide maintenance support of the CCJIS production database:
  - Establishing, testing, monitoring routine backups. The Court shall perform the backups.
  - Initial CCJIS data loads.
  - Sizing/placement/creation of database objects such as tablespaces, tables, indexes, rollback segments.
  - Creating/managing user roles, profiles, accounts.
  - Establishing and maintaining views.
  - Implementing and integrating with application model.
  - Proactive performance monitoring/tuning/troubleshooting.
  - Assist with installation procedures of SQL\*Net on CCJIS workstations.
  - Update and maintain Data Dictionary.
- D. Provide enhancement support of the production database by:
  - Oracle software updates/maintenance on production and development database platforms.
  - Adding, deleting, and/or modifying tables.
  - Adding, deleting, and/or modifying data elements.
  - Adding, deleting, and/or modifying views.
  - Performing reorganizations as required.
  - Drop/create tables as required.
- E. Assist CCJIS staff.
- F. Configure & maintain logical standby database to support public web access.
- G. Establish and maintain test database environments.
- H. Other items as agreed upon.

## 9.0 ADMP Application Server and ADMP Database Server Support

PROWARE shall provide support for the Application Development and Maintenance Platform (“ADMP”). The ADMP systems are located in PROWARE’s Cincinnati, Ohio office.

PROWARE shall provide the following ADMP Support tasks:

- A. Maintain ADMP Servers and related software to support the CCJIS development and test environments.
- B. Maintain a CCJIS development environment for modifying and testing programs.
- C. Maintain CCJIS development and test databases to support programming functions.
- D. Perform periodic backups of the development systems.
- E. Maintain Uniface application model.
- F. Apply Microsoft .Net software patches/upgrades to the CCJIS development web server.
- G. Apply Uniface software patches to support CCJIS development platforms.
- H. Apply DLM software patches to support licensing for development platforms.
- I. Apply Kofax Capture software patches to development platforms.
- J. Maintain PVCS repository for version tracking of CCJIS programs.
- K. Security management for test facilities or temporary databases.
- L. Perform periodic refresh of development databases with Court’s approval.

## 10.0 Imaging

PROWARE shall:

- A. Provide support for the current Kofax Capture CCJIS imaging applications.
- B. Evaluate new Kofax patches/upgrades and advise CCJIS staff on whether to incorporate these into the CCJIS application.
- C. Install Kofax Capture software patches/upgrades to the CCJIS Test Imaging Server.
- D. Install Kofax Capture software patches/upgrades to the CCJIS Production Imaging Servers. (Civil, Criminal, Probation)

PROWARE will be the first line of support for any and all CCJIS Kofax Capture imaging problems. In addition, PROWARE will maintain the configuration of the existing Kofax imaging servers and install or upgrade any patches in the Kofax Capture 9.x product line if they are compatible with the current system.

The upgrade to any Kofax Capture product 10.x and above is not included in this maintenance agreement and should be budgeted as an Out of Scope item.

PROWARE will purchase for Cuyahoga County a support contract with Kofax to maintain the runtime licenses. This will provide CCJIS with updates for the contract period and patches to correct problems found in the current release.

## 11.0 Third Party HW/SW Support

PROWARE shall:

- A. Provide support for the software items identified below as they relate to CCJIS applications.
- B. Maintain the CCJIS configuration for each software item listed below.
- C. Evaluate software patches/upgrades for the items listed below and recommend to the Court whether these should be incorporated into CCJIS applications.
- D. Install software patches/upgrades to the items listed below on the CCJIS servers/clients.

PROWARE will be the first line of support for the software items listed below as they relate to the CCJIS application.

PROWARE will purchase for the Cuyahoga County a support contract with vendors listed below to maintain the runtime licenses. This will provide CCJIS with updates for the contract period.

- Desktop Royalty Licenses (Qty 80) – Renewed Annually – Journal Entry Security.
- EMC Legato/Care and BSM for Oracle AIX(Qty 1) – Renewed Annually – Backup Software.
- PDFTOOLS (Qty 15) – Renewed Annually – E-filing Software.

## 12.0 Additional Items

PROWARE will provide the following additional items or changes when needed by CCJIS at an additional cost (examples):

- New Database Servers
- Additional Oracle Licenses
- Additional Disk Subsystems
- Imaging Server Replacement (Civil, Criminal, Probation)
- Imaging Scanners Replacement
- Imaging Workstation Replacement
- Web Server Replacement (Internet/Intranet)
- Oracle 12x and 13x Upgrades
- Uniface 10.x and 11.x Upgrades
- E-Tiff Upgrades
- Perfect Address Upgrades
- Other items as needed and mutually agreed on.

Maintenance for the above items has not been included in this maintenance agreement.

## 13.0 Contract Terms and Conditions

PROWARE will require that appropriate access and security rights be given to allow PROWARE personnel access to any and all Court buildings, systems, or related software in the proposed system configuration for CCJIS.

Appropriate system, program, and user documentation must be made available to PROWARE.

Some work will not be identified in the project requirements and design. These items will be billed on a time and materials basis. The rate for this 'out of scope' work is identified in the Cost



Quotations section of this document. Out of scope work can only be billed with prior approval from an authorized Cuyahoga representative.

PROWARE's terms are net 30 days. Time and materials charges will be billed at the end of each month.

All Services delivered as a part of this agreement will be during business hours (8:30 am to 4:30 pm), 5 days a week, Monday through Friday, except for holidays.

### **Promotes**

The current SAR Tracker System documents individual requests and the processing of those requests for the CCJIS system.

The documentation of the promotion process includes the functions and programs that are affected by the promotion of a SAR or group of SAR(s). Examples of functions are Accounting, Court Scheduling, Docketing, Court Journal Entry, Clerk Filing, Judgment Lien, Alternate Dispute Resolution, and Magistrates.

PROWARE will promote SARs under the guidelines agreed to by PROWARE and CCJIS. These guidelines may change from time to time, but must be documented in writing. The guidelines shall include a date and time schedule of when Promotes will be implemented. This schedule must be agreed to by both PROWARE and CCJIS. If the promote requires the users to be off the system, a message will be sent to the CCJIS Project Manager prior to the Promote. The CCJIS Project Manager will prescribe the time period of this advance notification in writing. This time period may be changed by written notification from the CCJIS Project Manager to PROWARE's Project Manager. In the event of an emergency the CCJIS Project Manager can request an immediate Promote, and PROWARE will accommodate to the best of its ability.

All promotes will be done using the Cuyahoga County Wide Area Network (WAN). The County must maintain this network and provide PROWARE appropriate access to it for purposes of maintaining this contract. PROWARE agrees to comply with all reasonable policies of the County regarding access to the Cuyahoga County WAN. At present, PROWARE is in compliance with Cuyahoga County's policies.

## Invoicing Documentation

In each calendar month PROWARE shall provide the following detail information:

- A Status report in the format of the sample “Status Report” included in this document. Status reports must be delivered no less than on a monthly basis. More frequent status reports will be provided as available.

Shown below is a Sample of the “Status Report”.

<b>PROWARE™</b>	7621 East Kemper Road Cincinnati, Ohio 45249-1609 Ph: 513-489-5477 Fax: 513-489-0571
<hr/>	
Project: Cuyahoga CCJIS Type: Status Report Date: 12/13/07	<b>Status Report</b>
<p><b>1.0 Completed Items</b></p> <ul style="list-style-type: none"> <li>□ AX/CI – Actions &amp; Stages – Delete scripts run the weekend of 11/30. Started on Friday afternoon and finished Sunday evening 12/2. Approximately 4 million rows were deleted from the docket table from both WHITE and CYAN.</li> <li>□ Created new tablespace for some indexes. (larger format). Rebuilt indexes for criminal_actions, criminal_actions_archive, and docket_entry_case_rel. These were complete on 11/28 and 11/29, for both WHITE and CYAN.</li> </ul> <p><b>2.0 SAR Counts</b></p> <ul style="list-style-type: none"> <li>□ SAR Counts – currently Open 20, Test 34, Hold 49</li> <li>□ Approx 74 new SAR requests in last 2 weeks</li> </ul> <p><b>3.0 Updated/Active Items</b></p> <ul style="list-style-type: none"> <li>□ Create new tablespace and rebuild indexes for docket_entry. This was started on 11/28. Five of 11 indexes are completed. Remaining indexes to be scheduled in next week or so. These are being done during late afternoon hours to minimize impact on performance.</li> <li>□ Probation Doc Tracking module – Phil did presentation to Probation Officers on 12/10. They would like the new programs pushed to production on Friday 12/14 in the afternoon. The first full day of using these new programs will be Monday 17<sup>th</sup>.</li> </ul> <p><b>4.0 Issues</b> None at this time.</p>	
PROWARE	Sample Status Report
	Page 1

- A SAR log report in the format of the sample “SAR Log Report”.

This report currently has the ability to display the following information:

- 1) Request Number
- 2) Program Number
- 3) Status
- 4) Priority
- 5) Requested by Whom (Court/Clerk)
- 6) Date of Request
- 7) Brief Description
- 8) Date Promoted
- 9) Problem Description
- 10) Solution Description

Each of these fields will be included in this report when applicable.

Shown below is Sample of the “SAR Log Report:

<b>Request</b> 18558	Program: CMSR1220 Status: PROMOTE	Request By: PRL Priority: HIGH	Date Requested: 6/28/2012 Date Promoted:												
Description: Problem: see report for judge 352 hollie gallagher for the month of may 2012. Column V should have 1 case pending in rows 1, 4 and 20 due to case 766422 that has an active Visiting judge on it. Please investigate.+ Solution: <table border="1"> <thead> <tr> <th>Date</th> <th>User Admin Comment</th> </tr> </thead> <tbody> <tr> <td>06/29/2012 KDN</td> <td>06/28/2012 KDN 18558 CMSR1220 - I changed the solution to Civil SAR 2690 for visiting judges for rows 1 and 20. All rows were using the same query to look for a visiting judge. Now rows 1 and 20 are using a different query.</td> </tr> </tbody> </table>				Date	User Admin Comment	06/29/2012 KDN	06/28/2012 KDN 18558 CMSR1220 - I changed the solution to Civil SAR 2690 for visiting judges for rows 1 and 20. All rows were using the same query to look for a visiting judge. Now rows 1 and 20 are using a different query.								
Date	User Admin Comment														
06/29/2012 KDN	06/28/2012 KDN 18558 CMSR1220 - I changed the solution to Civil SAR 2690 for visiting judges for rows 1 and 20. All rows were using the same query to look for a visiting judge. Now rows 1 and 20 are using a different query.														
<b>Request</b> 18424	Program: CMSG103 Status: PROMOTE	Request By: SCM Priority: NORMAL	Date Requested: 5/21/2012 Date Promoted:												
Description: Problem: Currently if there is a PR Case_Xref record we lock this screen so it cannot be edited. Please remove that edit check. Users need to be able to make modifications. Solution: <table border="1"> <thead> <tr> <th>Date</th> <th>User Admin Comment</th> </tr> </thead> <tbody> <tr> <td>06/22/2012 KDN</td> <td>06/22/2012 KDN 18424 CMSG103 In the Add/Insert Occurrence trigger of Case1, Case_Criminal, and Criminal_Charges, I commented out the call to continueWithAioOrRmo.</td> </tr> <tr> <td>06/21/2012 SCM</td> <td>will let me update but won't let me insert charges</td> </tr> <tr> <td>06/08/2012 KDN</td> <td>06/08/2012 KDN 18424 CMSG103 In the Occurrence-Gets_Focus trigger of subtype CASE1, I commented out the CALL command to entry ogfSyntaxVideo.</td> </tr> <tr> <td>06/01/2012 SCM</td> <td>Looks like the call is still being made in the charges section. The section becomes uneditable once I click in the charges</td> </tr> <tr> <td>05/29/2012 KDN</td> <td>05-29-2012 BCS 18424 CMSG103 Commented out a call to a proc which makes the entire screen un-editable.</td> </tr> </tbody> </table>				Date	User Admin Comment	06/22/2012 KDN	06/22/2012 KDN 18424 CMSG103 In the Add/Insert Occurrence trigger of Case1, Case_Criminal, and Criminal_Charges, I commented out the call to continueWithAioOrRmo.	06/21/2012 SCM	will let me update but won't let me insert charges	06/08/2012 KDN	06/08/2012 KDN 18424 CMSG103 In the Occurrence-Gets_Focus trigger of subtype CASE1, I commented out the CALL command to entry ogfSyntaxVideo.	06/01/2012 SCM	Looks like the call is still being made in the charges section. The section becomes uneditable once I click in the charges	05/29/2012 KDN	05-29-2012 BCS 18424 CMSG103 Commented out a call to a proc which makes the entire screen un-editable.
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06/21/2012 SCM	will let me update but won't let me insert charges														
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05/29/2012 KDN	05-29-2012 BCS 18424 CMSG103 Commented out a call to a proc which makes the entire screen un-editable.														
<b>Request</b> 18418	Program: CMSR412 Status: PROMOTE	Request By: PRL Priority: NORMAL	Date Requested: 5/18/2012 Date Promoted:												
Description: Problem: Rename the report heading from: COURT OF COMMON PLEAS - CIVIL Solution: <table border="1"> <thead> <tr> <th>Date</th> <th>User Admin Comment</th> </tr> </thead> <tbody> <tr> <td>05/21/2012 KDN</td> <td>05-21-2012 BCS 18418 CMSR412 Modified the report header.</td> </tr> <tr> <td>05/18/2012 PRL</td> <td>Rename the report heading from: "COURT OF COMMON PLEAS - CIVIL" to "COURT OF COMMON PLEAS"</td> </tr> </tbody> </table>				Date	User Admin Comment	05/21/2012 KDN	05-21-2012 BCS 18418 CMSR412 Modified the report header.	05/18/2012 PRL	Rename the report heading from: "COURT OF COMMON PLEAS - CIVIL" to "COURT OF COMMON PLEAS"						
Date	User Admin Comment														
05/21/2012 KDN	05-21-2012 BCS 18418 CMSR412 Modified the report header.														
05/18/2012 PRL	Rename the report heading from: "COURT OF COMMON PLEAS - CIVIL" to "COURT OF COMMON PLEAS"														

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The format of each of these documents may be changed from time to time with written agreement by both parties.

The delivery of these documents will be as soon as possible after the end of each calendar month, and will be delivered electronically if possible in PDF or other agreed to format.

## 14.0 Cost Quotations

Listed below are the associated costs to implement PROWARE's solution. All costs are fixed bid.

The Hourly Rate numbers will be used to approximate a level of service that both parties have agreed upon to compute a fixed bid dollar amount.

	Description	2013 Cost	2014 Cost	2015 Cost
1	Project Management Support (Annual)	\$176,000.00	\$176,000.00	\$176,000.00
2	System Analyst (Annual)	\$477,294.00	\$477,294.00	\$477,294.00
3	Programmer / Analyst (Annual)	\$ 660,557.00	\$ 660,557.00	\$ 660,557.00
4	ADMP Application Server and ADMP Database Server Support (Annual)	\$7,730.00	\$7,730.00	\$7,730.00
5	DBA Support and System Monitoring	\$188,790.00	\$188,790.00	\$188,790.00
6	UNIFACE/PROWARE Runtime License Support (Annual)	*\$121,600.00	*\$121,600.00	*\$121,600.00
7	Web Server Microsoft .NET Support	\$19,200.00	\$19,200.00	\$19,200.00
8	Database Server IBM Hardware Support	*\$39,300.00	*\$39,300.00	*\$39,300.00
9	Third Party HW/SW Support	*\$8,005.00	*\$8,005.00	*\$8,005.00
10	Imaging Support	\$48,000.00	\$48,000.00	\$48,000.00
11	Restitution	\$36,582.00	\$36,582.00	\$36,582.00
12	OCN Support	\$22,500.00	\$ 22,500.00	\$ 22,500.00
13	Sheriff		\$9,975.00	\$17,100.00
14	Out of Scope, Project Manager and DBA Services, (Hourly Rate)	\$164.68	\$167.97	\$171.33
15	Out of Scope, Systems Analyst Services, (Hourly Rate)	\$130.75	\$133.36	\$136.03
16	Out of Scope, Programmer / Analyst, (Hourly Rate)	\$120.63	\$123.05	\$125.51
17	Hardware & Software Forecasted Requirements	\$238,000.00	\$260,000.00	\$195,000.00

\* These items are included to provide uninterrupted service and support through the years 2014-2016.

# County Council of Cuyahoga County, Ohio

## Resolution No. R2013-0088

Sponsored by: <b>County Executive FitzGerald/Fiscal Officer/Office of Budget &amp; Management</b>	<b>A Resolution</b> amending the 2012/2013 Biennial Operating Budget for 2013 by providing for additional fiscal appropriations from the General Fund and other funding sources, for appropriation transfers between budget accounts, and for cash transfers between budgetary funds, in order to meet the budgetary needs of various County departments, offices, and agencies; and declaring the necessity that this Resolution become immediately effective.
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WHEREAS, on December 11, 2012, the Cuyahoga County Council adopted the Biennial Operating Budget and Capital Improvements Program Update for 2013 (Resolution No. R2012-0232) establishing the 2013 biennial budget update for all County departments, offices and agencies; and

WHEREAS, it is necessary to adjust the Biennial Operating Budget for 2013 to reflect budgetary funding increases, funding reductions, to transfer budget appropriations, and to transfer cash between budgetary funds, in order to accommodate the operational needs of certain County departments, offices, and agencies; and

WHEREAS, it is further necessary that this Resolution become immediately effective in order that critical services provided by Cuyahoga County can continue and to provide for the usual, daily operation of County departments, offices, and agencies.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF CUYAHOGA COUNTY, OHIO:**

**SECTION 1.** That the 2012/2013 Biennial Operating Budget for 2013 be amended to provide for the following additional appropriation increases and decreases:

<u>Fund Nos./Budget Accounts</u>	<u>Journal Nos.</u>	
A. 20A606 – Fatherhood Initiative	<b>BA1302102</b>	
SE507152 – Fatherhood Initiative		
Personal Services		\$ 10,035.00
Other Expenses		\$ 540,910.56

Funding Source: Health & Human Services Levy Fund.

B. 29A391 – Fatherhood Initiative **BA1302155**  
 SU515999 – Fatherhood Initiative  
 Other Expenses \$ 1,100,000.00

Funding Source: Health and Human Services Levy Fund.

C. 29A391 – HHS Levy 4.8 **BA1302185**  
 SU514273 – Fatherhood Initiative  
 Other Expenses \$ (1,100,000.00)

Funding Source: Health and Human Services Levy Fund.

D. 01A001 – General Fund **BA1302106**  
 DR495515 – Domestic Relations Child Support  
 Personal Services \$ 84,861.00

Funding Source: General Fund.

E. 01A001 – Domestic Relations **BA1302152**  
 DR391052 – Domestic Relations  
 Personal Services \$ 105,907.00

Funding Source: General Fund.

F. 20A606 – Fatherhood Initiative **BA1302103**  
 SE507152 – Fatherhood Initiative  
 Other Expenses \$ 20,000.00

Funding Source: Health & Human Services Levy Fund.

G. 40A069 – Capital Projects Future Debt Issue **BA1200958**  
 CC768853 – Justice Center Facilities Improvements  
 Other Expenses \$ 289,082.00

Funding Source: Funding for the Justice Center study will come from a future bond offering.

H. 24A510 – Work and Training **BA1302174**  
 WT137141 – Client Support Services  
 Other Expenses \$ (250,000.00)

Funding Source: Health & Human Services Levy Fund.

I. 24A530 – Children with Medical Handicap **BA1302173**  
 WT137935 – Children with Medical Handicap  
 Other Expenses \$ 250,000.00

Funding Source: Health & Human Services Levy Fund.

J.	01A001 – General Fund		<b>BA1302079</b>
	CO380113- Common Pleas-Legal Research		
	Other Expenses	\$	(64,504.00)

Funding Source: General Fund.

K.	21A054 – SHSP-Search/Rescue Build Out 09/12		<b>BA1302126</b>
	JA778696 – SHSP-Search/Rescue Build Out 09/12		
	Other Expenses	\$	500.00

Funding Source: Funding is from the United States Department of Homeland Security covering the period August 1, 2010 through March 31, 2013. No cash match is required.

L.	20A821 – State Criminal Alien Assistance Program		<b>BA1302127</b>
	SH456608 – State Criminal Alien Assistance Program		
	Other Expenses	\$	54,000.00

Funding Source: Funding is from reimbursement from the State of Ohio covering the period January 1, 2013 through December 31, 2013.

M.	20A825 –9-1-1 Consolidated Shared Service		<b>BA1302136</b>
	JA106781 – Cuyahoga County 911 Consolidated Shared Service		
	Other Expenses	\$	2,500,000.00

Funding Source: \$1,000,000 is being transferred from the Wireless 911 special revenue fund and the remaining \$1,500,000 is a General Fund Subsidy. The appropriations cover the period May 14, 2013 through December 31, 2013. The establishment of the fund was authorized through Council Ordinance 02013-0010 on April 9, 2013.

N.	01A001 –General Fund		<b>BA1302137</b>
	SU514695 – 911 Consolidated Shared Services General Fund Subsidy		
	Other Expenses	\$	1,500,000.00

Funding Source: General Fund covering the period May 14, 2013 through December 31, 2013.

O.	20A695 –Clerk of Courts Computerization		<b>BA1302138</b>
	CL576124 – Clerk of Courts Computerization		
	Capital Outlays	\$	300,000.00

Funding Source: Funding is from a \$10 fee collected as part of court costs covering the period January 1, 2013 through December 31, 2013.

P.	21A837 –State Homeland Security (SHSG)		<b>BA1302139</b>
	JA763508 – SHSP FY12-Special Response Equipment 12/14		
	Personal Services	\$	10,609.00
	Other Expenses	\$	137,433.00
	Capital Outlays	\$	65,000.00

Funding Source: Funding is from the United States Department of Homeland Security covering the period September 1, 2012 through May 30, 2014. The grant was approved December 27,





Funding Source: Funding is from the United States Department of Justice, Office on Violence Against Women covering the period May 1,2013 through April 30, 2014. The grant was accepted by the Board of Control on April 8, 2013 BC2013-98. No cash match is required.

W.	21A764 –Interoperable Emergency Communications	<b>BA1302171</b>
	JA752584 – 2009 Interoperable Emergency Communications-CY2010	
	Capital Outlays	\$ (8.65)

Funding Source: Funding is from the United States Department of Homeland Security covering the period June 1, 2009 through May 31, 2011.

X1.	01A001 - General Fund	<b>BA1302183</b>
	FS109645 – Fiscal Operations – Record/License/Outreach	
	Personal Services	\$ 163,000.00
	Capital Outlay	\$ 280,000.00
X2.	01A001 - General Fund	
	FS109652 – Fiscal Operations – Contractual Services	
	Personal Services	\$ 51,000.00
X3.	01A001 - General Fund	
	FS109678 – Office of Procurement & Diversity	
	Personal Services	\$ 154,000.00

Funding Source: General Fund.

Y1.	22A960 – Community Development Block Grant (CDBG) Year 39 2013	<b>BA1302175</b>
	DV714162 – CDBG Community Development Operating 2013	
	Personal Services	\$ 425,442.00
	Other Expenses	\$ 170,604.00
	Capital Outlays	\$ 500.00
Y2.	22A960 – Community Development Block Grant (CDBG) Year 39 2013	
	DV714147 – Administration Operating Fiscal Year 2013	
	Personal Services	\$ 381,627.00
	Other Expenses	\$ 174,726.00
	Capital Outlays	\$ 1,000.00
Y3.	22A960 – Community Development Block Grant (CDBG) Year 39 2013	
	DV714154 – CDBG Economic Development Operating 2013	
	Personal Services	\$ 80,595.00
	Other Expenses	\$ 29,842.00
	Capital Outlays	\$ 500.00
Y4.	22A960 – Community Development Block Grant (CDBG) Year 39 2013	
	DV714170 – CDBG Project Plan Fiscal Year 2013	
	Other Expenses	\$ 1,679,151.00

Y5. 22A962 – Emergency Solutions Grant (ESG) 2013 **BA1302176**  
 DV714212 – Emergency Solutions Grant (ESG) 2013  
 Personal Services \$ 7,000.00  
 Other Expenses \$ 294,933.00

Y6. 22A961 – Home 2013  
 DV714188 – Home Administration Operations Fiscal Year 2013  
 Personal Services \$ 129,559.00  
 Other Expenses \$ 73,863.00

Y7. 22A961 – Home 2013  
 DV714196 – Home Project Plan Fiscal Year 2013  
 Other Expenses \$ 1,802,251.00

Funding Source: Funding for all these grants (CDBG, ESG, and Home) comes from the Department of Housing and Urban Development. The allocation of ESG funds has been reduced by 10% from 2012 due to Federal sequestration.

Z. 22A105 – Community Development United States **BA1302177**  
 Department of Housing and Urban Development Section 108  
 DV711606 – United States Department of Housing and Urban Development  
 Section 108  
 Other Expenses \$ 8,357.08

Funding Source: Funding is provided through repayments from loan recipients that are collected in a Cuyahoga County Treasurer account for this purpose.

AA. 20A815 – Health and Community Services **BA1302178**  
 SM522573 – Solid Waste Convenience Center  
 Other Expenses \$ 200,000.00

Funding Source: Funding is provided by \$1.50 disposal fee surcharge.

BB. 54P569 – Capital Projects Sanitary Engineer **BA1302179**  
 ST541128 – Home Septic Tank Systems 2012 Repair/Replacement Program  
 Other Expenses \$ 154,000.00

Funding Source: Funding is provided by the State of Ohio Environmental Protection Agency's Water Pollution Control Loan Fund which is a principle forgiveness loan.

CC. 65A604 – Postage **BA1302180**  
 CT577353 – County Mailroom  
 Other Expenses \$ 100,000.00

Funding Source: Funding is provided by internal charges for services.

DD. 40A067 – Emergency Operations Center **BA1300959**  
 CC768192 – Emergency Operations Center  
 Other Expenses \$ 200,000.00

Funding Source: Funding for the Emergency Operations Center will come from various sources including bond proceeds and the General Fund.

EE.	01A001 – General Fund HR018010 – Human Resources – General Fund Personal Services	\$ 133,000.00	<b>BA1302048</b>
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Funding Source: General Fund.

**SECTION 2.** That the 2012/2013 Biennial Operating Budget for 2013 be amended to provide for the following appropriation transfers:

<u>Fund Nos./Budget Accounts</u>	<u>Journal Nos.</u>
A. FROM: 24A430 – Executive Office of HHS HS157289 – Executive Office of HHS Other Expenses	\$ 11,000.00 <b>BA1302104</b>
TO: 24A430 – Executive Office of HHS HS157289 – Executive Office of HHS Capital Outlay	\$ 11,000.00

Funding Source: The purchase will be paid for by the Executive Office of HHS subfund of the Public Assistance Fund.

B. FROM: 24A301 –Children and Family Services CF135491 – Information Services Other Expenses	\$ 130,000.00 <b>BA1302000</b>
TO: 24A301 –Children and Family Services CF135467 – Administrative Services Other Expenses	\$ 130,000.00

Funding Source: The funding source is primarily Federal and State revenues, as well as the Health and Human Services Levy Fund.

C. FROM: 20A821 – State Criminal Alien Assistance Program SH456608 – Sheriff Capital Outlays	\$ 188.00 <b>BA1302129</b>
TO: 20A821 – State Criminal Alien Assistance Program SH456608 – Sheriff Other Expenses	\$ 188.00

Funding Source: Funding is from reimbursement from the State of Ohio covering the period January 1, 2013 through December 31, 2013.

D. FROM: 01A001 – General Fund SH350579 – Sheriff Operations Personal Services	\$ 187,587.60 <b>BA1302130</b>
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TO: 01A001 – General Fund  
 HR018010 – Human Resources-GF  
 Personal Services \$ 187,587.60

Funding Source: Funding is from the General Fund covering the period January 1, 2013 through December 31, 2013.

E. FROM: 21A039 – CPC Felony Drug Court **BA1302131**  
 JA758078 – CPC Felony Drug Court FFY2010/2013  
 Personal Services \$ 6,500.00

TO: 21A039 – CPC Felony Drug Court  
 JA758078 – CPC Felony Drug Court FFY2010/2013  
 Other Expenses \$ 6,500.00

Funding Source: Funding is from the United States Department of Justice covering the period September 30, 2010 through September 29, 2013.

F. FROM: 21A764 – Interoperable Emergency Communications **BA1302160**  
 JA752949 – 2010 Interoperable Emergency Communications 10/12  
 Personal Services \$ 723.75

TO: 21A764 – – Interoperable Emergency Communications  
 JA752949 – 2010 Interoperable Emergency Communications 10/12  
 Other Expenses \$ 723.75

Funding Source: Funding is from the from the Ohio Emergency Management Agency covering the period August 1, 2010 through May 31, 2013.

G. FROM: 21A065 – Cleveland Safe Port **BA1302164**  
 SH456079 – Cleveland Safe Port  
 Other Expenses \$ 43.11  
 Capital Outlays \$ 649.09

TO: 21A065 – Cleveland Safe Port  
 SH456079 – Cleveland Safe Port  
 Personal Services \$ 692.20

Funding Source: Funding is from the United States Department of Homeland Security, Federal Emergency Management Agency covering the period June 1, 2009 through May 31, 2013.

H. FROM: 01A001 – General Fund **BA1302168**  
 JA100354 – CECOMS  
 Personal Services \$ 2,700.00

TO: 01A001 – General Fund  
 JA100354 – CECOMS  
 Capital Outlays \$ 2,700.00

Funding Source: Funding is from the General Fund covering the period January 1, 2013 through December 31, 2013.

I. FROM:	01A001 – General Fund	<b>BA1302170</b>
	JA100990 – Division of Information Technology	
	Personal Services	\$ 447,415.00
TO:	01A001 – General Fund	
	SH350579 – Sheriff Operations	
	Personal Services	\$ 447,415.00

Funding Source: Funding for both departments is from the General Fund covering the period January 1, 2013 through December 31, 2013.

J. FROM:	01A001 – General Fund	<b>BA1302187</b>
	IT601104 – Mainframe Operation Services	
	Other Expenses	\$ 300,000.00
TO:	01A001 – General Fund	
	IT601047 – Web & Multi-Media Development	
	Other Expenses	\$ 300,000.00

Funding Source: Funding comes from the General Fund.

K. FROM:	20A301 – Real Estate Assessment	<b>BA1302188</b>
	FS109702 – Fiscal Operations/Assessment	
	Personal Services	\$ 500,000.00
	Other Expenses	\$ 728,000.00
TO:	20A301 – Real Estate Assessment	
	BR420067 – Board of Revision	
	Personal Services	\$ 70,000.00
	Other Expenses	\$ 1,158,000.00

Funding Source: Funding comes from a fee applied to moneys collected on any tax duplicate other than estate taxes.

L. FROM:	01A001 – General Fund	<b>BA1302189</b>
	HC019018 – Human Resource Commission	
	Other Expenses	\$ 87,000.00
TO:	01A001 – General Fund	
	HC019018 – Human Resource Commission	
	Personal Services	\$ 87,000.00

Funding Source: Funding comes from the General Fund.

M. FROM:	01A001 – General Fund	<b>BA1302190</b>
	CL200055 – Clerk of Courts	
	Personal Services	\$ 163,988.62

TO: 01A001 – General Fund  
 IT601021 – IT Administration  
 Personal Services \$ 163,988.62

Funding Source: The General Fund provides funding for both departments.

N. FROM: 01A001 – General Fund **BA1302191**  
 FS109611 – Fiscal Office Administration  
 Personal Services \$ 130,000.00

TO: 01A001 – General Fund  
 FS109637 – Financial Reporting  
 Personal Services \$ 130,000.00

Funding Source: Funding comes from the General Fund.

O. FROM: 20A658 – Fiscal Certificate of Title Administration **BA1302182**  
 FS109694 – Fiscal Operations – Title Bureau  
 Other Expenses \$ 1,000.00

TO: 20A658 – Fiscal Certificate of Title Administration  
 FS109694 – Fiscal Operations – Title Bureau  
 Capital Outlay \$ 1,000.00

Funding Source: Funding comes from fees for the titling of motor vehicles.

P. FROM: 61A607 – Centralized Custodial Services **BA1302181**  
 CT577411 – Central Services Other Services  
 Other Expenses \$ 200,000.00

TO: 61A607 – Centralized Custodial Services  
 CT577379 – Custodial Services  
 Other Expenses \$ 200,000.00

Funding Source: Funding for the Centralized Custodial Services fund is provided by internal charges for services.

**SECTION 3.** That the 2012/2013 Biennial Operating Budget for 2013 be amended to provide for the following cash transfers between County funds.

**Fund Nos. /Budget Accounts**

**Journal Nos.**

A. FROM: 29A390 – Health and Human Services Levy 2.9 **JT1305182**  
 SU513986 – Employment and Family Subsidy 2.9  
 Transfer Out \$ 515,912.88

TO: 24A510 – Work and Training Admin.  
 WT137109 – Administrative Services  
 Revenue Transfer \$ 515,912.88

FROM: 29A390 – Health and Human Services Levy 2.9  
SU513986 – Employment and Family Subsidy 2.9  
Transfer Out \$ 194,665.83

TO: 24A510 – Work and Training Admin.  
WT137109 – Administrative Services  
Revenue Transfer \$ 194,665.83

FROM: 29A391 – Health and Human Services Levy 4.8  
SU514430 – Employment and Family Subsidy 4.8  
Transfer Out \$ 841,752.60

TO: 24A510 – Work and Training Admin.  
WT137109 – Administrative Services  
Revenue Transfer \$ 841,752.60

FROM: 29A391 – Health and Human Services Levy 4.8  
SU514430 – Employment and Family Subsidy 4.8  
Transfer Out \$ 317,612.67

TO: 24A510 – Work and Training Admin.  
WT137109 – Administrative Services  
Revenue Transfer \$ 317,612.67

Funding Source: The funding source is the Health and Human Services Levy Fund.

B. FROM: 20A803 – Treatment Services HHS **JR1301877**  
JA107185 – Treatment Services HHS  
Transfer Out \$ 274,420.00

TO: 29A391 – Health & Human Services Levy 4.8  
ND514513-Health & Human Services 4.8 Mill Levy Revenue  
Revenue Transfer \$ 274,420.00

Funding Source: Funding is from the Health and Human Services Levies covering the period January 1, 2013 through December 31, 2013.

C. FROM: 20A810 –Criminal Justice Intervention HHS **JR1301879**  
JA107433 – Criminal Justice Intervention HHS  
Transfer Out \$ 46,222.06

TO: 29A391 – Health & Human Services Levy 4.8  
ND514513 – Health & Human Services 4.8 Mill Levy Revenue  
Revenue Transfer \$ 46,222.06

Funding Source: Funding is from the Health and Human Services Levies covering the period January 1, 2013 through December 31, 2013.

D. FROM: 20A067 – Northeast Ohio Regional Fusion Center **JR1301880**  
JA108779 – Northeast Ohio Regional Fusion Center  
Transfer Out \$ 2,720.43

TO: 01A001 – General Fund  
 ND508515 – Non-Departmental Revenue GF  
 Revenue Transfer \$ 2,720.43

Funding Source: Funding is from the General Fund covering the period January 1, 2013 through December 31, 2013.

E. FROM: 20A814 – Wireless 9-1-1 Government Assistance **JT1305183**  
 JA106773 – Wireless 9-1-1 Government Assistance  
 Transfer Out \$ 1,000,000.00

TO: 20A825 – 9-1-1 Consolidated Shared Service  
 JA106781 – Cuyahoga County 911 Consolidated Shared Service  
 Revenue Transfer \$ 1,000,000.00

Funding Source: The contribution is from the Department of Public Safety and Justice Services Wireless 911 special revenue fund that derives funding a fee assessed from cell phones in Cuyahoga County. Funding covers the period January 1, 2013 through December 31, 2013. There is a sufficient cash balance in the Wireless 911 account for this transfer.

F. FROM: 01A001 – General Fund **JT1305184**  
 JA302224 – Public Safety Grants Administration  
 Transfer Out \$ 0.01

TO: 21A277 – SHSP Exercise FY2008  
 JA752105 – SHSP Exercise FY2008  
 Revenue Transfer \$ 0.01

Funding Source: Funding for the one cent is the General Fund covering the period January 1, 2013 through December 31, 2013.

G. FROM: 21A764 – Interoperable Emergency Communications **JR1301881**  
 JA752584 – 2009 Interoperable Emergency Communications-CY2010  
 Transfer Out \$ 2.66

TO: 01A001 – General Fund  
 JA302224 – Public Safety Grants Administration  
 Revenue Transfer \$ 2.66

Funding Source: Funding is from the United States Department of Homeland Security, passed through the Ohio Emergency Management Agency covering the period June 1, 2009 through May 31, 2011.

**SECTION 4.** It is necessary that this Resolution become immediately effective for the usual daily operation of the County and the reasons set forth in the preamble. Provided that this Resolution receives the affirmative vote of at least eight members of Council, it shall take effect and be in force immediately upon the earliest occurrence of any of the following: (1) its approval by the County Executive through signature, (2) the expiration of the time during which it may be disapproved by the County



Executive under Section 3.10(6) of the Cuyahoga County Charter, or (3) its passage by at least eight members of Council after disapproval pursuant to Section 3.10(7) of the Cuyahoga County Charter. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

**SECTION 5.** It is found and determined that all formal actions of this Council relating to the adoption of this Resolution were adopted in an open meeting of the Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

On a motion by \_\_\_\_\_, seconded by \_\_\_\_\_, the foregoing Resolution was duly adopted.

Yeas:

Nays:

\_\_\_\_\_  
County Council President

\_\_\_\_\_  
Date

\_\_\_\_\_  
County Executive

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Date

First Reading/Referred to Committee: May 14, 2013

Committee(s) Assigned: Finance & Budgeting

Second Reading: \_\_\_\_\_

Journal CC \_\_\_\_\_  
\_\_\_\_\_, 2013

# [PROPOSED SUBSTITUTE RESOLUTION]

## County Council of Cuyahoga County, Ohio

### Resolution No. R2013-0088

Sponsored by: <b>County Executive FitzGerald/Fiscal Officer/Office of Budget &amp; Management</b>	<b>A Resolution</b> amending the 2012/2013 Biennial Operating Budget for 2013 by providing for additional fiscal appropriations from the General Fund and other funding sources, for appropriation transfers between budget accounts, and for cash transfers between budgetary funds, in order to meet the budgetary needs of various County departments, offices, and agencies; and declaring the necessity that this Resolution become immediately effective.
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WHEREAS, on December 11, 2012, the Cuyahoga County Council adopted the Biennial Operating Budget and Capital Improvements Program Update for 2013 (Resolution No. R2012-0232) establishing the 2013 biennial budget update for all County departments, offices and agencies; and

WHEREAS, it is necessary to adjust the Biennial Operating Budget for 2013 to reflect budgetary funding increases, funding reductions, to transfer budget appropriations, and to transfer cash between budgetary funds, in order to accommodate the operational needs of certain County departments, offices, and agencies; and

WHEREAS, it is further necessary that this Resolution become immediately effective in order that critical services provided by Cuyahoga County can continue and to provide for the usual, daily operation of County departments, offices, and agencies.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF CUYAHOGA COUNTY, OHIO:**

**SECTION 1.** That the 2012/2013 Biennial Operating Budget for 2013 be amended to provide for the following additional appropriation increases and decreases:

<u>Fund Nos./Budget Accounts</u>	<u>Journal Nos.</u>
A. <del>20A606</del> Fatherhood Initiative	<del>BA1302102</del>
<del>SE507152</del> Fatherhood Initiative	
<del>Personal Services</del>	<del>\$ 10,035.00</del>

Other Expenses \$ 540,910.56

Funding Source: Health & Human Services Levy Fund.

B. 29A391 – Fatherhood Initiative BA1302155  
SU515999 – Fatherhood Initiative  
Other Expenses \$ 1,100,000.00

Funding Source: Health and Human Services Levy Fund.

C. 29A391 – HHS Levy 4.8 BA1302185  
SU514273 – Fatherhood Initiative  
Other Expenses \$ (1,100,000.00)

Funding Source: Health and Human Services Levy Fund.

D. 01A001 – General Fund BA1302106  
DR495515 – Domestic Relations Child Support  
Personal Services \$ 84,861.00

Funding Source: General Fund.

E. 01A001 – Domestic Relations BA1302152  
DR391052 – Domestic Relations  
Personal Services \$ 105,907.00

Funding Source: General Fund.

F. 20A606 – Fatherhood Initiative BA1302103  
SE507152 – Fatherhood Initiative  
Other Expenses \$ 20,000.00

Funding Source: Health & Human Services Levy Fund.

G. 40A069 – Capital Projects Future Debt Issue BA1200958  
CC768853 – Justice Center Facilities Improvements  
Other Expenses \$ 289,082.00

Funding Source: Funding for the Justice Center study will come from a future bond offering.

H. 24A510 – Work and Training BA1302174  
WT137141 – Client Support Services  
Other Expenses \$ (250,000.00)

Funding Source: Health & Human Services Levy Fund.

I. 24A530 – Children with Medical Handicap BA1302173  
WT137935 – Children with Medical Handicap  
Other Expenses \$ 250,000.00

**Funding Source: Health & Human Services Levy Fund.**

J. ~~01A001 – General Fund~~ ~~BA1302079~~  
~~CO380113 – Common Pleas Legal Research~~  
~~Other Expenses~~ \$ ~~(64,504.00)~~

~~Funding Source: General Fund.~~

K. **21A054 – SHSP-Search/Rescue Build Out 09/12** **BA1302126**  
**JA778696 – SHSP-Search/Rescue Build Out 09/12**  
**Other Expenses** \$ **500.00**

**Funding Source: Funding is from the United States Department of Homeland Security covering the period August 1, 2010 through March 31, 2013. No cash match is required.**

L. **20A821 – State Criminal Alien Assistance Program** **BA1302127**  
**SH456608 – State Criminal Alien Assistance Program**  
**Other Expenses** \$ **54,000.00**

**Funding Source: Funding is from reimbursement from the State of Ohio covering the period January 1, 2013 through December 31, 2013.**

M. ~~20A825 – 9 1 1 Consolidated Shared Service~~ ~~BA1302136~~  
~~JA106781 – Cuyahoga County 911 Consolidated Shared Service~~  
~~Other Expenses~~ \$ ~~2,500,000.00~~

~~Funding Source: \$1,000,000 is being transferred from the Wireless 911 special revenue fund and the remaining \$1,500,000 is a General Fund Subsidy. The appropriations cover the period May 14, 2013 through December 31, 2013. The establishment of the fund was authorized through Council Ordinance 02013-0010 on April 9, 2013.~~

N. ~~01A001 – General Fund~~ ~~BA1302137~~  
~~SU514695 – 911 Consolidated Shared Services General Fund Subsidy~~  
~~Other Expenses~~ \$ ~~1,500,000.00~~

~~Funding Source: General Fund covering the period May 14, 2013 through December 31, 2013.~~

O. ~~20A695 – Clerk of Courts Computerization~~ ~~BA1302138~~  
~~CL576124 – Clerk of Courts Computerization~~  
~~Capital Outlays~~ \$ ~~300,000.00~~

~~Funding Source: Funding is from a \$10 fee collected as part of court costs covering the period January 1, 2013 through December 31, 2013.~~

P. **21A837 – State Homeland Security (SHSG)** **BA1302139**  
**JA763508 – SHSP FY12-Special Response Equipment 12/14**  
**Personal Services** \$ **10,609.00**  
**Other Expenses** \$ **137,433.00**  
**Capital Outlays** \$ **65,000.00**

**Funding Source:** Funding is from the United States Department of Homeland Security covering the period September 1, 2012 through May 30, 2014. The grant was approved December 27, 2012 by the Contracts and Purchasing Board, approval CPB2012-1154. No cash match is required.

<b>Q.</b>	<b>21A837 –State Homeland Security (SHSG)</b>	<b>BA1302140</b>
	<b>JA763482 – SHSP-FY12 Special Team Sustainment 12/14</b>	
	<b>Other Expenses</b>	<b>\$ 8,291.74</b>
	<b>Capital Outlays</b>	<b>\$ 157,543.10</b>

**Funding Source:** Funding is from the United States Department of Homeland Security covering the period September 1, 2012 through May 30, 2014. The grant was approved December 27, 2012 by the Contracts and Purchasing Board, approval CPB2012-1152. No cash match is required.

<b>R.</b>	<b>21A837 –State Homeland Security (SHSG)</b>	<b>BA1302158</b>
	<b>JA763490 – SHSP FY12-Region 2 Training &amp; Exercise 12/14</b>	
	<b>Other Expenses</b>	<b>\$ 90,000.00</b>
	<b>Capital Outlays</b>	<b>\$ 10,000.00</b>

**Funding Source:** Funding is from the United States Department of Homeland Security covering the period September 1, 2012 through May 30, 2014. The grant was approved December 27, 2012 by the Contracts and Purchasing Board, approval CPB2012-1153. No cash match is required.

<b>S.</b>	<b>21A218 –State SHSP-Law Enforcement (SHSPLE)</b>	<b>BA1302159</b>
	<b>JA768184 – FFY12 State Homeland –Law Enforcement 12/14</b>	
	<b>Personal Services</b>	<b>\$ 10,841.45</b>
	<b>Other Expenses</b>	<b>\$ 102,993.78</b>
	<b>Capital Outlays</b>	<b>\$ 102,993.77</b>

**Funding Source:** Funding is from the United States Department of Homeland Security covering the period September 1, 2012 through May 30, 2014. The grant was approved December 3, 2012 by the Contracts and Purchasing Board, approval CPB2012-1073. No cash match is required.

<del>T.</del>	<del>29A391 Health &amp; Human Services Levy 4.8</del>	<del>BA1302165</del>
	<del>SU514331 Children Witness Violence Subsidy</del>	
	<del>Other Expenses</del>	<del>\$ 1,988,692.00</del>

~~Funding Source:~~ Funding is from the Health & Human Services Levies covering the period January 1, 2013 through December 31, 2013.

<del>U.</del>	<del>29A389 Health &amp; Human Services Levy 4.9</del>	<del>BA1302166</del>
	<del>SU513549 HHS Subsidy Witness Victim</del>	
	<del>Other Expenses</del>	<del>\$ (1,988,692.00)</del>

~~Funding Source:~~ Funding is from the Health & Human Services Levies covering the period January 1, 2013 through December 31, 2013.

<b>V.</b>	<b>21A891 –Domestic Violence Homicide Prevention</b>	<b>BA1302169</b>
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**JA750604 – Domestic Violence Homicide Prevention FY14**  
**Other Expenses** \$ **192,447.00**

**Funding Source:** Funding is from the United States Department of Justice, Office on Violence Against Women covering the period May 1,2013 through April 30, 2014. The grant was accepted by the Board of Control on April 8, 2013 BC2013-98. No cash match is required.

~~W. 21A764 Interoperable Emergency Communications BA1302171~~  
~~JA752584 2009 Interoperable Emergency Communications CY2010~~  
~~Capital Outlays \$ (8.65)~~

~~Funding Source:~~ Funding is from the United States Department of Homeland Security covering the period June 1, 2009 through May 31, 2011.

~~X1. 01A001 General Fund BA1302183~~  
~~FS109645 Fiscal Operations Record/License/Outreach~~  
~~Personal Services \$ 163,000.00~~  
~~Capital Outlay \$ 280,000.00~~

~~X2. 01A001 General Fund~~  
~~FS109652 Fiscal Operations Contractual Services~~  
~~Personal Services \$ 51,000.00~~

~~X3. 01A001 General Fund~~  
~~FS109678 Office of Procurement & Diversity~~  
~~Personal Services \$ 154,000.00~~

~~Funding Source:~~ General Fund.

**Y1. 22A960 – Community Development Block Grant BA1302175**  
**(CDBG) Year 39 2013**  
**DV714162 – CDBG Community Development Operating 2013**  
**Personal Services \$ 425,442.00**  
**Other Expenses \$ 170,604.00**  
**Capital Outlays \$ 500.00**

**Y2. 22A960 – Community Development Block Grant (CDBG) Year 39 2013**  
**DV714147 – Administration Operating Fiscal Year 2013**  
**Personal Services \$ 381,627.00**  
**Other Expenses \$ 174,726.00**  
**Capital Outlays \$ 1,000.00**

**Y3. 22A960 – Community Development Block Grant (CDBG) Year 39 2013**  
**DV714154 – CDBG Economic Development Operating 2013**  
**Personal Services \$ 80,595.00**  
**Other Expenses \$ 29,842.00**  
**Capital Outlays \$ 500.00**

**Y4. 22A960 – Community Development Block Grant (CDBG) Year 39 2013**  
**DV714170 – CDBG Project Plan Fiscal Year 2013**

	Other Expenses	\$	1,679,151.00
Y5.	22A962 – Emergency Solutions Grant (ESG) 2013		BA1302176
	DV714212 – Emergency Solutions Grant (ESG) 2013		
	Personal Services	\$	7,000.00
	Other Expenses	\$	294,933.00
Y6.	22A961 – Home 2013		
	DV714188 – Home Administration Operations Fiscal Year 2013		
	Personal Services	\$	129,559.00
	Other Expenses	\$	73,863.00
Y7.	22A961 – Home 2013		
	DV714196 – Home Project Plan Fiscal Year 2013		
	Other Expenses	\$	1,802,251.00

**Funding Source: Funding for all these grants (CDBG, ESG, and Home) comes from the Department of Housing and Urban Development. The allocation of ESG funds has been reduced by 10% from 2012 due to Federal sequestration.**

Z.	22A105 – Community Development United States		BA1302177
	Department of Housing and Urban Development Section 108		
	DV711606 – United States Department of Housing and Urban Development Section 108		
	Other Expenses	\$	8,357.08

**Funding Source: Funding is provided through repayments from loan recipients that are collected in a Cuyahoga County Treasurer account for this purpose.**

<del>AA.</del>	<del>20A815 – Health and Community Services</del>	<del></del>	<del>BA1302178</del>
	<del>SM522573 – Solid Waste Convenience Center</del>		
	<del>Other Expenses</del>	<del>\$</del>	<del>200,000.00</del>

~~Funding Source: Funding is provided by \$1.50 disposal fee surcharge.~~

BB.	54P569 – Capital Projects Sanitary Engineer		BA1302179
	ST541128 – Home Septic Tank Systems 2012 Repair/Replacement Program		
	Other Expenses	\$	154,000.00

**Funding Source: Funding is provided by the State of Ohio Environmental Protection Agency's Water Pollution Control Loan Fund which is a principle forgiveness loan.**

<del>CC.</del>	<del>65A604 – Postage</del>	<del></del>	<del>BA1302180</del>
	<del>CT577353 – County Mailroom</del>		
	<del>Other Expenses</del>	<del>\$</del>	<del>100,000.00</del>

~~Funding Source: Funding is provided by internal charges for services.~~

DD.	40A067 – Emergency Operations Center		BA1300959
	CC768192 – Emergency Operations Center		
	Other Expenses	\$	200,000.00

**Funding Source: Funding for the Emergency Operations Center will come from various sources including bond proceeds and the General Fund.**

EE.	01A001	General Fund		<b>BA1302048</b>
	HR018010	Human Resources	General Fund	
		Personal Services	\$	133,000.00

Funding Source: General Fund.

**SECTION 2.** That the 2012/2013 Biennial Operating Budget for 2013 be amended to provide for the following appropriation transfers:

<b><u>Fund Nos./Budget Accounts</u></b>	<b><u>Journal Nos.</u></b>
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A. FROM:	24A430	Executive Office of HHS		BA1302104
		HS157289	Executive Office of HHS	
		Other Expenses	\$	11,000.00
<hr/>				
TO:	24A430	Executive Office of HHS		
		HS157289	Executive Office of HHS	
		Capital Outlay	\$	11,000.00

Funding Source: The purchase will be paid for by the Executive Office of HHS subfund of the Public Assistance Fund.

B. FROM:	24A301	Children and Family Services		BA1302000
		CF135491	Information Services	
		Other Expenses	\$	130,000.00
<hr/>				
TO:	24A301	Children and Family Services		
		CF135467	Administrative Services	
		Other Expenses	\$	130,000.00

Funding Source: The funding source is primarily Federal and State revenues, as well as the Health and Human Services Levy Fund.

C. FROM:	20A821	State Criminal Alien Assistance Program		BA1302129
		SH456608	Sheriff	
		Capital Outlays	\$	188.00
<hr/>				
TO:	20A821	State Criminal Alien Assistance Program		
		SH456608	Sheriff	
		Other Expenses	\$	188.00

Funding Source: Funding is from reimbursement from the State of Ohio covering the period January 1, 2013 through December 31, 2013.

D. FROM:	01A001	General Fund		<b>BA1302130</b>
		SH350579	Sheriff Operations	



Personal Services	\$	187,587.60
<hr/>		
TO: 01A001 General Fund		
HR018010 Human Resources GF		
Personal Services	\$	187,587.60

Funding Source: Funding is from the General Fund covering the period January 1, 2013 through December 31, 2013.

E. FROM: 21A039 CPC Felony Drug Court	BA1302131	
JA758078 CPC Felony Drug Court FFY2010/2013		
Personal Services	\$	6,500.00
<hr/>		
TO: 21A039 CPC Felony Drug Court		
JA758078 CPC Felony Drug Court FFY2010/2013		
Other Expenses	\$	6,500.00

Funding Source: Funding is from the United States Department of Justice covering the period September 30, 2010 through September 29, 2013.

F. FROM: 21A764 Interoperable Emergency Communications	BA1302160	
JA752949 2010 Interoperable Emergency Communications 10/12		
Personal Services	\$	723.75
<hr/>		
TO: 21A764 Interoperable Emergency Communications		
JA752949 2010 Interoperable Emergency Communications 10/12		
Other Expenses	\$	723.75

Funding Source: Funding is from the from the Ohio Emergency Management Agency covering the period August 1, 2010 through May 31, 2013.

G. FROM: 21A065 Cleveland Safe Port	BA1302164	
SH456079 Cleveland Safe Port		
Other Expenses	\$	43.11
Capital Outlays	\$	649.09
<hr/>		
TO: 21A065 Cleveland Safe Port		
SH456079 Cleveland Safe Port		
Personal Services	\$	692.20

Funding Source: Funding is from the United States Department of Homeland Security, Federal Emergency Management Agency covering the period June 1, 2009 through May 31, 2013.

H. FROM: 01A001 General Fund	BA1302168	
JA100354 CECOMS		
Personal Services	\$	2,700.00
<hr/>		
TO: 01A001 General Fund		
JA100354 CECOMS		
Capital Outlays	\$	2,700.00

Funding Source: Funding is from the General Fund covering the period January 1, 2013 through December 31, 2013.

I. FROM:	01A001 General Fund	BA1302170
	JA100990 Division of Information Technology	
	Personal Services	\$ 447,415.00
TO:	01A001 General Fund	
	SH350579 Sheriff Operations	
	Personal Services	\$ 447,415.00

Funding Source: Funding for both departments is from the General Fund covering the period January 1, 2013 through December 31, 2013.

J. FROM:	01A001 General Fund	BA1302187
	IT601104 Mainframe Operation Services	
	Other Expenses	\$ 300,000.00
TO:	01A001 General Fund	
	IT601047 Web & Multi Media Development	
	Other Expenses	\$ 300,000.00

Funding Source: Funding comes from the General Fund.

K. FROM:	20A301 Real Estate Assessment	BA1302188
	FS109702 Fiscal Operations/Assessment	
	Personal Services	\$ 500,000.00
	Other Expenses	\$ 728,000.00
TO:	20A301 Real Estate Assessment	
	BR420067 Board of Revision	
	Personal Services	\$ 70,000.00
	Other Expenses	\$ 1,158,000.00

Funding Source: Funding comes from a fee applied to moneys collected on any tax duplicate other than estate taxes.

L. FROM:	01A001 General Fund	BA1302189
	HC019018 Human Resource Commission	
	Other Expenses	\$ 87,000.00
TO:	01A001 General Fund	
	HC019018 Human Resource Commission	
	Personal Services	\$ 87,000.00

Funding Source: Funding comes from the General Fund.

M. FROM:	01A001 General Fund	BA1302190
	CL200055 Clerk of Courts	
	Personal Services	\$ 163,988.62

~~TO: 01A001 General Fund~~  
~~IT601021 IT Administration~~  
~~Personal Services \$ 163,988.62~~

~~Funding Source: The General Fund provides funding for both departments.~~

~~N. FROM: 01A001 General Fund BA1302191~~  
~~FS109611 Fiscal Office Administration~~  
~~Personal Services \$ 130,000.00~~

~~TO: 01A001 General Fund~~  
~~FS109637 Financial Reporting~~  
~~Personal Services \$ 130,000.00~~

~~Funding Source: Funding comes from the General Fund.~~

~~O. FROM: 20A658 Fiscal Certificate of Title Administration BA1302182~~  
~~FS109694 Fiscal Operations Title Bureau~~  
~~Other Expenses \$ 1,000.00~~

~~TO: 20A658 Fiscal Certificate of Title Administration~~  
~~FS109694 Fiscal Operations Title Bureau~~  
~~Capital Outlay \$ 1,000.00~~

~~Funding Source: Funding comes from fees for the titling of motor vehicles.~~

~~P. FROM: 61A607 Centralized Custodial Services BA1302181~~  
~~CT577411 Central Services Other Services~~  
~~Other Expenses \$ 200,000.00~~

~~TO: 61A607 Centralized Custodial Services~~  
~~CT577379 Custodial Services~~  
~~Other Expenses \$ 200,000.00~~

~~Funding Source: Funding for the Centralized Custodial Services fund is provided by internal charges for services.~~

**SECTION 3.** That the 2012/2013 Biennial Operating Budget for 2013 be amended to provide for the following cash transfers between County funds.

<u>Fund Nos. /Budget Accounts</u>		<u>Journal Nos.</u>
<b>A. FROM:</b>	<b>29A390 – Health and Human Services Levy 2.9</b>	<b>JT1305182</b>
	<b>SU513986 – Employment and Family Subsidy 2.9</b>	
	<b>Transfer Out \$ 515,912.88</b>	
<b>TO:</b>	<b>24A510 – Work and Training Admin.</b>	
	<b>WT137109 – Administrative Services</b>	
	<b>Revenue Transfer \$ 515,912.88</b>	

**FROM:** 29A390 – Health and Human Services Levy 2.9  
SU513986 – Employment and Family Subsidy 2.9  
Transfer Out \$ 194,665.83

**TO:** 24A510 – Work and Training Admin.  
WT137109 – Administrative Services  
Revenue Transfer \$ 194,665.83

**FROM:** 29A391 – Health and Human Services Levy 4.8  
SU514430 – Employment and Family Subsidy 4.8  
Transfer Out \$ 841,752.60

**TO:** 24A510 – Work and Training Admin.  
WT137109 – Administrative Services  
Revenue Transfer \$ 841,752.60

**FROM:** 29A391 – Health and Human Services Levy 4.8  
SU514430 – Employment and Family Subsidy 4.8  
Transfer Out \$ 317,612.67

**TO:** 24A510 – Work and Training Admin.  
WT137109 – Administrative Services  
Revenue Transfer \$ 317,612.67

**Funding Source:** The funding source is the Health and Human Services Levy Fund.

**B. FROM:** 20A803 – Treatment Services HHS JR1301877  
JA107185 – Treatment Services HHS  
Transfer Out \$ 274,420.00

**TO:** 29A391 – Health & Human Services Levy 4.8  
ND514513-Health & Human Services 4.8 Mill Levy Revenue  
Revenue Transfer \$ 274,420.00

**Funding Source:** Funding is from the Health and Human Services Levies covering the period January 1, 2013 through December 31, 2013.

**C. FROM:** 20A810 –Criminal Justice Intervention HHS JR1301879  
JA107433 – Criminal Justice Intervention HHS  
Transfer Out \$ 46,222.06

**TO:** 29A391 – Health & Human Services Levy 4.8  
ND514513 – Health & Human Services 4.8 Mill Levy Revenue  
Revenue Transfer \$ 46,222.06

**Funding Source:** Funding is from the Health and Human Services Levies covering the period January 1, 2013 through December 31, 2013.

**D. FROM:** 20A067 – Northeast Ohio Regional Fusion Center JR1301880  
JA108779 – Northeast Ohio Regional Fusion Center  
Transfer Out \$ 2,720.43

**TO: 01A001 – General Fund**  
**ND508515 – Non-Departmental Revenue GF**  
**Revenue Transfer \$ 2,720.43**

**Funding Source: Funding is from the General Fund covering the period January 1, 2013 through December 31, 2013.**

~~E. FROM: 20A814 – Wireless 9 1 1 Government Assistance JT1305183~~  
~~JA106773 – Wireless 9 1 1 Government Assistance~~  
~~Transfer Out \$ 1,000,000.00~~

~~TO: 20A825 – 9 1 1 Consolidated Shared Service~~  
~~JA106781 – Cuyahoga County 911 Consolidated Shared Service~~  
~~Revenue Transfer \$ 1,000,000.00~~

~~Funding Source: The contribution is from the Department of Public Safety and Justice Services Wireless 911 special revenue fund that derives funding a fee assessed from cell phones in Cuyahoga County. Funding covers the period January 1, 2013 through December 31, 2013. There is a sufficient cash balance in the Wireless 911 account for this transfer.~~

~~F. FROM: 01A001 – General Fund JT1305184~~  
~~JA302224 – Public Safety Grants Administration~~  
~~Transfer Out \$ 0.01~~

~~TO: 21A277 – SHSP Exercise FY2008~~  
~~JA752105 – SHSP Exercise FY2008~~  
~~Revenue Transfer \$ 0.01~~

~~Funding Source: Funding for the one cent is the General Fund covering the period January 1, 2013 through December 31, 2013.~~

~~G. FROM: 21A764 – Interoperable Emergency Communications JR1301881~~  
~~JA752584 – 2009 Interoperable Emergency Communications CY2010~~  
~~Transfer Out \$ 2.66~~

~~TO: 01A001 – General Fund~~  
~~JA302224 – Public Safety Grants Administration~~  
~~Revenue Transfer \$ 2.66~~

~~Funding Source: Funding is from the United States Department of Homeland Security, passed through the Ohio Emergency Management Agency covering the period June 1, 2009 through May 31, 2011.~~

**SECTION 4.** It is necessary that this Resolution become immediately effective for the usual daily operation of the County and the reasons set forth in the preamble. Provided that this Resolution receives the affirmative vote of at least eight members of Council, it shall take effect and be in force immediately upon the earliest occurrence of any of the following: (1) its approval by the County Executive through signature, (2) the expiration of the time during which it may be disapproved by the County

Executive under Section 3.10(6) of the Cuyahoga County Charter, or (3) its passage by at least eight members of Council after disapproval pursuant to Section 3.10(7) of the Cuyahoga County Charter. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

**SECTION 5.** It is found and determined that all formal actions of this Council relating to the adoption of this Resolution were adopted in an open meeting of the Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

On a motion by \_\_\_\_\_, seconded by \_\_\_\_\_, the foregoing Resolution was duly adopted.

Yeas:

Nays:

\_\_\_\_\_  
County Council President

\_\_\_\_\_  
Date

\_\_\_\_\_  
County Executive

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Date

First Reading/Referred to Committee: May 14, 2013

Committee(s) Assigned: Finance & Budgeting

Second Reading: \_\_\_\_\_

Journal CC \_\_\_\_\_  
\_\_\_\_\_, 2013

# County Council of Cuyahoga County, Ohio

## Resolution No. R2013-0098

Sponsored by: <b>County Executive FitzGerald/Department of Public Works</b>	<b>A Resolution</b> making an award on RQ26347 to Spectra Contract Flooring in the amount not-to-exceed \$907,086.98 for flooring at various County facilities for the period 6/1/2013 - 5/31/2014; authorizing the County Executive to execute the contract and all other documents consistent with said award and this Resolution; and declaring the necessity that this Resolution become immediately effective.
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WHEREAS, the County Executive FitzGerald/Department of Public Works has recommended an award on RQ26347 to Spectra Contract Flooring in the amount not-to-exceed \$907,086.98 for flooring at various County facilities for the period 6/1/2013 - 5/31/2014; and

WHEREAS, the funding for this project is from the Capital Project Future Debt Issue; and

WHEREAS, it is necessary that this Resolution become immediately effective in order that critical services provided by Cuyahoga County can continue and to provide for the usual, daily operation of the County.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF CUYAHOGA COUNTY, OHIO:**

**SECTION 1.** That the Cuyahoga County Council hereby makes an award on RQ26347 to Spectra Contract Flooring in the amount not-to-exceed \$907,086.98 for flooring at various County facilities for the period 6/1/2013 - 5/31/2014.

**SECTION 2.** That the County Executive is authorized to execute a contract in connection with said award and all documents consistent with this Resolution.

**SECTION 3.** It is necessary that this Resolution become immediately effective for the usual daily operation of the County and the reasons set forth in the preamble. Provided that this Resolution receives the affirmative vote of at least eight members of Council, it shall take effect and be in force immediately upon the earliest occurrence of any of the following: (1) its approval by the County Executive through signature, (2) the expiration of the time during which it may be disapproved by the County Executive under Section 3.10(6) of the Cuyahoga County Charter, or (3) its passage by at least eight members of Council after disapproval pursuant to Section





# County Council of Cuyahoga County, Ohio

## Resolution No. R2013-0083

<p>Sponsored by: <b>County Executive FitzGerald/County Sheriff</b></p>	<p><b>A Resolution</b> making an award on RQ27205 to Northeast Ohio Regional Sewer District in the amount of \$30.00 for lease of space located at 6000 Canal Road, Cuyahoga Heights, for construction and operation of a Regional Law Enforcement Firing Range and Training Facility for the period 5/1/2013 - 4/30/2043; authorizing the County Executive to execute the agreement and all other documents consistent with said award and this Resolution; and declaring the necessity that this Resolution become immediately effective.</p>
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WHEREAS, the County Executive/County Sheriff has recommended an award on RQ27205 to Northeast Ohio Regional Sewer District (“NEORS”) in the amount of \$30.00 for lease of space located at 6000 Canal Road, Cuyahoga Heights, for construction and operation of a Regional Law Enforcement Firing Range and Training Facility for the period 5/1/2013 - 4/30/2043; and

WHEREAS, the primary goal of this project is to use the designated land at the NEORS for an outdoor regional firing range; and

WHEREAS, it is necessary that this Resolution become immediately effective in order that critical services provided by Cuyahoga County can continue.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF CUYAHOGA COUNTY, OHIO:**

**SECTION 1.** That the Cuyahoga County Council hereby makes and award on RQ27205 to Northeast Ohio Regional Sewer District in the amount of \$30.00 for lease of space located at 6000 Canal Road, Cuyahoga Heights, for construction and operation of a Regional Law Enforcement Firing Range and Training Facility for the period 5/1/2013 - 4/30/2043.

**SECTION 2.** That the County Executive is authorized to execute an agreement in connection with said award and all documents consistent with this Resolution.

**SECTION 3.** It is necessary that this Resolution become immediately effective for the usual daily operation of the County and the reasons set forth in the preamble. Provided that this Resolution receives the affirmative vote of at least eight members of



# County Council of Cuyahoga County, Ohio

## Resolution No. R2013-0094

Sponsored by: <b>County Executive FitzGerald/Department of Public Works</b>	<b>A Resolution</b> authorizing the reversal of a 1998 parcel swap with the Cuyahoga Metropolitan Housing Authority of Permanent Parcel Nos. 103-19-002 and 103-13-019; authorizing the County Executive to execute all documents necessary for the conveyance of said parcels and consistent with this Resolution; and declaring the necessity that this Resolution become immediately effective.
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WHEREAS, in 1998, the Cuyahoga Metropolitan Housing Authority (“CMHA”) exchanged parking lot parcels of property with Cuyahoga County at Olde Cedar Estate and the former Juvenile Court facility at E 22<sup>nd</sup> Street and Cedar Ave. (the “1998 property swap”); and,

WHEREAS, CMHA quitclaimed a parking lot on the northwest corner of Olde Cedar (PPN 103-19-002) to the County, and the County quitclaimed a parking lot parcel on the north side of Cedar Avenue (PPN 103-13-019), to CMHA; and

WHEREAS, neither of the parties ever started using their newly acquired properties, and both continued to use the lots previously owned by them. Thus although the property ownership technically changed, the use or possession of the lots did not change; and

WHEREAS, the County has since built a new juvenile court facility and vacated the old juvenile court facility; and

WHEREAS, the parties have concluded that the best solution would be to “reverse” the 1998 land exchange so each party would again own record title to the parking lot each one actually used; and

WHEREAS, it is necessary that this Resolution become immediately effective in order that critical services provided by Cuyahoga County can continue and to provide for the usual, daily operation of a County entity.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF CUYAHOGA COUNTY, OHIO:**

**SECTION 1.** That the Cuyahoga County Council authorizes the reversal of the 1998 property swap and the conveyance of the parking lot parcel in the northwest corner of Olde Cedar (PPN 103-19-002) to CMHA in exchange for CMHA's return of the parking lot parcel on the north side of Cedar Avenue (PPN 103-13-019) to the County.

**SECTION 2.** That the County Executive or his authorized designee is authorized to take all actions, and to execute, acknowledge, deliver and/or file for record (as and where appropriate) (i) all documents and instruments necessary or desirable to facilitate and/or consummate the transactions contemplated hereby and facilitate the issuance of title insurance with respect thereto, (ii) all other and further documents, instruments, certificates, agreements, amendments, assignments, subleases, consents, affidavits, certifications, disbursement authorizations, settlement statements, closing statements, proration statements, escrow agreements, escrow instructions, and notices, and (iii) amendments, modifications and supplements to any of the foregoing, that the County Executive may deem necessary or advisable in connection with the consummation of the transactions contemplated hereby, in all cases containing such terms and conditions as may be approved by the County's Director of Law.

**SECTION 3.** That all documents to be executed in connection with this transaction be subject to the Law Director's approval as to legal form and correctness.

**SECTION 4.** It is necessary that this Resolution become immediately effective for the usual daily operation of the County and the reasons set forth in the preamble. Provided that this Resolution receives the affirmative vote of at least eight members of Council, it shall take effect and be in force immediately upon the earliest occurrence of any of the following: (1) its approval by the County Executive through signature, (2) the expiration of the time during which it may be disapproved by the County Executive under Section 3.10(6) of the Cuyahoga County Charter, or (3) its passage by at least eight members of Council after disapproval pursuant to Section 3.10(7) of the Cuyahoga County Charter. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

**SECTION 5.** It is found and determined that all formal actions of this Council relating to the adoption of this Resolution were adopted in an open meeting of the Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

On a motion by \_\_\_\_\_, seconded by \_\_\_\_\_, the foregoing Resolution was duly adopted.

Yeas:

Nays:

\_\_\_\_\_  
County Council President

\_\_\_\_\_  
Date

\_\_\_\_\_  
County Executive

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Date

First Reading/Referred to Committee: May 14, 2013

Committee(s) Assigned: Public Works, Procurement & Contracting

Journal CC010

May 28, 2013

# County Council of Cuyahoga County, Ohio

## Resolution No. R2013-0095

<p>Sponsored by: <b>County Executive FitzGerald/Department of Public Works/Division of County Engineer</b></p>	<p><b>A Resolution</b> authorizing the appropriation of real property in connection with right-of-way plans as set forth in Plat No. M-5010 for reconfiguration of the Warrensville Center Road/Van Aken Boulevard/ Chagrin Boulevard/Northfield Road Intersection in the City of Shaker Heights and Village of Highland Hills; directing the County Executive to proceed with the acquisition of real property required for public highway purposes; authorizing the Fiscal Officer to issue the monetary warrant to be deposited with the Probate Court of Cuyahoga County in an amount that is equal to the fair market value of the property; and declaring the necessity that this Resolution become immediately effective.</p>
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WHEREAS, on September 27, 2011, County Council adopted Resolution No. R2011-0275, which authorized the County Executive to acquire the necessary Right-of-Way to proceed with the reconfiguration of the Warrensville Center Road/Van Aken Boulevard/Chagrin Boulevard/Northfield Road intersection in the City of Shaker Heights and the Village of Highland Heights; and,

WHEREAS, upon receiving the necessary authorization to proceed with acquisition of Right-of-Way, a fair market value analysis was conducted; and,

WHEREAS, the County's agent, O.R. Colan Associates, together with the County and City of Shaker Heights, has endeavored to acquire the necessary parcels through voluntary negotiation and settlement efforts with the property owner, but equitable settlement agreements could not be reached on the property set forth below; and,

WHEREAS, the Department of Public Works has requested that the County appropriate certain property rights required for highway purposes for the above described improvement, identified as the following parcels of land:

Parcel No(s): 4-WD, warranty deed and T, temporary easement  
Owner(s): Shaker Place VOA Affordable Housing L.P., and Ohio Limited Partnership.  
Approved Appraisal (Fair Market Value Estimate): \$899,300.00; and,

WHEREAS, it is necessary that this Resolution become immediately effective in order that critical services provided by Cuyahoga County can continue and to provide for the usual, daily operation of a County entity.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF CUYAHOGA COUNTY, OHIO:**

**SECTION 1.** That certain real property as required for the reconfiguration of the Warrensville Center Road/Van Aken Boulevard/ Chagrin Boulevard/Northfield Road Intersection in the City of Shaker Heights and Village of Highland Hill, as described below be, and the same is, hereby declared necessary to appropriate for public use, more specifically for the purpose of making or repairing roads which shall be open to the public, without charge. Such property is described as follows:

Parcel No(s): 4-WD, warranty deed and T, temporary easement  
Owner(s): Shaker Place VOA Affordable Housing L.P., and Ohio Limited Partnership.  
Approved Appraisal (Fair Market Value Estimate): \$899,300.00.

**SECTION 2.** That the County Executive, through the Department of Public Works, be, and is, hereby directed to proceed with filing the necessary action to acquire the property as described above.

**SECTION 3.** That the County Fiscal Officer be, and is, hereby authorized to issue the monetary warrant in the amount of the Fair Market Value Estimates listed above, made payable to the Cuyahoga County Probate Court, said warrant to be deposited with the Probate Court at the time of filing the petitions to appropriate.

**SECTION 4.** That the Clerk of Council his hereby directed to transmit copies of this Resolution upon its approval by the County Executive to Bonita Teeuwen, P.E., Director of Public Works and to Wade Steen, County Fiscal Officer.

**SECTION 5.** It is necessary that this Resolution become immediately effective for the usual daily operation of the County and the reasons set forth in the preamble. Provided that this Resolution receives the affirmative vote of at least eight members of Council, it shall take effect and be in force immediately upon the earliest occurrence of any of the following: (1) its approval by the County Executive through signature, (2) the expiration of the time during which it may be disapproved by the County Executive under Section 3.10(6) of the Cuyahoga County Charter, or (3) its passage by at least eight members of Council after disapproval pursuant to Section 3.10(7) of the Cuyahoga County Charter. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

**SECTION 6.** It is found and determined that all formal actions of this Council relating to the adoption of this Resolution were adopted in an open meeting of the

Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

On a motion by \_\_\_\_\_, seconded by \_\_\_\_\_, the foregoing Resolution was duly adopted.

Yeas:

Nays:

\_\_\_\_\_  
County Council President

\_\_\_\_\_  
Date

\_\_\_\_\_  
County Executive

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Date

First Reading/Referred to Committee: May 14, 2013

Committee(s) Assigned: Public Works, Procurement & Contracting

Journal CC010

May 28, 2013



# County Council of Cuyahoga County, Ohio

## Resolution No. R2013-0096

Sponsored by: <b>County Executive FitzGerald/Department of Public Works</b>	<b>A Resolution</b> authorizing an amendment to Contract No. CE0300328-01 with Stonebridge Center, LLC for lease of office space located at 2100 Superior Viaduct, Cleveland, for the period 8/1/2003 - 7/31/2013 to extend the time period to 9/30/2014 and for additional funds in the amount of \$712,141.78; authorizing the County Executive to execute the amendment and all other documents consistent with this Resolution; and declaring the necessity that this Resolution become immediately effective.
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WHEREAS, the County Executive/Department of Public Works has submitted a request to amend Contract No. CE0300328-01 with Stonebridge Center, LLC fka Stonebridge Center LTD for lease of office space located at 2100 Superior Viaduct, Cleveland, for the period 8/1/2003 - 7/31/2013 to extend the time period to 9/30/2014, and for additional funds in the amount of \$712,141.78; and

WHEREAS, the term of the lease is fourteen (14) months from 08/01/2013 – 9/30/2014; and

WHEREAS, this project will be funded 100% by the General Fund; and

WHEREAS, it is necessary that this Resolution become immediately effective in order that critical services provided by Cuyahoga County can continue and to provide for the usual, daily operation of the County.

### **NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF CUYAHOGA COUNTY, OHIO:**

**SECTION 1.** The County Council hereby approves the amendment to Contract No. CE0300328-01 with Stonebridge Center, LLC fka Stonebridge Center LTD for lease of office space located at 2100 Superior Viaduct, Cleveland, for the period 8/1/2003 - 7/31/2013 to extend the time period to 9/30/2014, and for additional funds in the amount of \$712,141.78.

**SECTION 2.** That the County Executive is authorized to execute all documents required in connection with said amendment.

**SECTION 3.** It is necessary that this Resolution become immediately effective for the usual daily operation of the County and the reasons set forth in the preamble.



# County Council of Cuyahoga County, Ohio

## Resolution No. R2013-0097

<p>Sponsored by: <b>County Executive FitzGerald/Department of Public Works</b></p> <p>Co-sponsored by: <b>Councilmember Conwell</b></p>	<p><b>A Resolution</b> making an award on RQ25309 to The Osborn Engineering Company in the amount not-to-exceed \$1,289,082.00 for facility assessment services of the Cuyahoga County Justice Center Complex; authorizing the County Executive to execute the contract and all other documents consistent with said award and this Resolution; and declaring the necessity that this Resolution become immediately effective.</p>
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WHEREAS, the County Executive FitzGerald/Department of Public Works has recommended an award on RQ25309 to Osborn Engineering Company in the amount not-to-exceed \$1,289,082.00 for facility assessment services of the Cuyahoga County Justice Center Complex; and

WHEREAS, the primary goals of this project are to assess and make recommendations for upgrades for the design and construction of the physical aspects of the Justice Center Complex; and

WHEREAS, the objective of the Facility Assessment is to develop a comprehensive capital plan for modifications to the Justice Center Complex to enable it to function properly over the next decades; and

WHEREAS, the funding for this project is as follows: (a) the County will pay \$1,014,250.00, and (b) \$274,832.00 will be paid by the City of Cleveland; and

WHEREAS, it is necessary that this Resolution become immediately effective in order that critical services provided by Cuyahoga County can continue and to provide for the usual, daily operation of a County entity.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF CUYAHOGA COUNTY, OHIO:**

**SECTION 1.** That the Cuyahoga County Council hereby makes an award on RQ25309 to Osborn Engineering Company in the amount not-to-exceed \$1,289,082.00 for facility assessment services of the Cuyahoga County Justice Center Complex.



Journal CC010  
May 28, 2013

# County Council of Cuyahoga County, Ohio

## Resolution No. R2013-0099

<p>Sponsored by: <b>County Executive FitzGerald/Department of Public Safety and Justice Services/Division of Public Safety Grants</b></p>	<p><b>A Resolution</b> authorizing an agreement with City of Cleveland in the amount not-to-exceed \$1,958,000.00 for reimbursement of eligible expenses in connection with the FY2011 Urban Area Security Initiative Grant Program for the period 9/1/2011 - 7/31/2014; authorizing the County Executive to execute the agreement and all other documents consistent with this Resolution; and declaring the necessity that this Resolution become immediately effective.</p>
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**WHEREAS**, the County Executive FitzGerald/Department of Public Safety and Justice Services/Division of Public Safety Grants has submitted an agreement with the City of Cleveland in the amount not-to-exceed \$1,958,000.00 for reimbursement of eligible expenses in connection with the FY2011 Urban Area Security Initiative (UASI) Grant Program for the period 9/1/2011 - 7/31/2014; and

**WHEREAS**, the primary goals of this project are (a) to provide funding for first responders to prepare for, prevent, respond to and recover from natural and man-made disasters; and (b) provide funding for homeland security related equipment, training exercises, and planning activities, and

**WHEREAS**, the Cleveland projects were approved by the Cuyahoga County Emergency Services Advisory Board (CCESAB), and all equipment will be approved by the Ohio Emergency Management Agency (OEMA); and

**WHEREAS**, the County will not procure any goods or services by entering into this agreement; and

**WHEREAS**, the performance period of this agreement is September 1, 2011 through July 31, 2014; and

**WHEREAS**, the funding for FY2011 UASI is passed through to Cuyahoga County from the OEMA and the Department of Homeland Security; and

**WHEREAS**, it is necessary that this Resolution become immediately effective in order that critical services provided by Cuyahoga County can continue.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF CUYAHOGA COUNTY, OHIO:**

**SECTION 1.** The Cuyahoga County Council hereby authorizes an agreement with the City of Cleveland in the amount not-to-exceed \$1,958,000.00 for reimbursement of eligible expenses in connection with the FY2011 Urban Area Security Initiative (UASI) Grant Program for the period 9/1/2011 - 7/31/2014.

**SECTION 2.** That the County Executive is hereby authorized to execute the agreement and all other documents consistent with this Resolution.

**SECTION 3.** It is necessary that this Resolution become immediately effective for the usual daily operation of the County and the reasons set forth in the preamble. Provided that this Resolution receives the affirmative vote of at least eight members of Council, it shall take effect and be in force immediately upon the earliest occurrence of any of the following: (1) its approval by the County Executive through signature, (2) the expiration of the time during which it may be disapproved by the County Executive under Section 3.10(6) of the Cuyahoga County Charter, or (3) its passage by at least eight members of Council after disapproval pursuant to Section 3.10(7) of the Cuyahoga County Charter. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

**SECTION 4.** It is found and determined that all formal actions of this Council relating to the adoption of this Resolution were adopted in an open meeting of the Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

On a motion by \_\_\_\_\_, seconded by \_\_\_\_\_, the foregoing Resolution was duly adopted.

Yeas:

Nays:

\_\_\_\_\_  
County Council President

\_\_\_\_\_  
Date

\_\_\_\_\_  
County Executive

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Date

First Reading/Referred to Committee: May 14, 2013  
Committee(s) Assigned: Public Safety & Justice Affairs

Journal CC010  
May 28, 2013



# County Council of Cuyahoga County, Ohio

## Ordinance No. O2013-0003

Sponsored by: <b>County Executive FitzGerald/Department of Human Resources</b>	<b>An Ordinance</b> providing for modifications to and adoption of the Cuyahoga County Human Resources Personnel Policies and Procedures Manual to be applicable to all County employees, and declaring the necessity that this Ordinance become immediately effective.
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WHEREAS, the County Executive/Department of Human Resources has recommended to amend the Human Resources Personnel Policies and Procedures Manual; and,

WHEREAS, Cuyahoga County Charter Section 9.01 provides that the County's Human Resources Policies and Systems for County employees shall be established by ordinance and shall be administered in such a manner as will eliminate unnecessary expense and duplication of effort, while ensuring that persons will be employed in the public service without discrimination on the basis of race, color, religion, sex, national origin, sexual orientation, disability, age or ancestry; and,

WHEREAS, on April 5, 2011, County Council adopted the Human Resources Personnel Policies and Procedures Manual ("the Policy Manual") for a period not-to-exceed June 30, 2011 (Ordinance No. O2011-0015); and,

WHEREAS, on June 28, 2011, County Council extended the effective period for the Policy Manual for a period not-to-exceed December 31, 2011 (Ordinance No. O2011-0028); and,

WHEREAS, on January 24, 2012, County Council adopted the amended version of the County's Human Resources Personnel Policies and Procedures Manual (Ordinance No. O2011-0061); and,

WHEREAS, the Cuyahoga County Human Resource Commission met on December 19, 2012, and has recommended approval of the proposed revisions to the County's Human Resources Personnel Policies and Procedures Manual; and,

WHEREAS, it is necessary that this Ordinance become immediately effective in order that critical services provided by Cuyahoga County can continue and to provide for the usual, daily operation of a County entity.

**NOW, THEREFORE, BE IT ENACTED BY THE COUNTY COUNCIL OF CUYAHOGA COUNTY, OHIO:**

**SECTION 1. Adoption of Revised Human Resources Personnel Policies and Procedures Manual:** Council hereby adopts the amended version of the County's Human Resources Personnel Policies and Procedures Manual that is attached hereto as Exhibit "A" as effective for all County employees (added language is underlined; deleted language in ~~strike through~~), and shall remain in force and effect and shall be followed by County employees under the authority of the County Council and the County Executive.

**SECTION 2. Administrative Rules:** The Cuyahoga County Administrative Rules, adopted by the Cuyahoga County Board of Commissioners and last revised 7/23/2009, are hereby rescinded, as superseded by the Personnel Policies & Procedures Manual of the Cuyahoga County Human Resources.

**SECTION 3. Administrative Rules:** Section 2.02, the following language shall be redacted: "the Cuyahoga County Administrative Rules," and replaced with "the Human Resource Commission and Cuyahoga County Council."

**SECTION 4. Ethics Policy:** Section 3.01 shall be modified to incorporate bulleted points to highlight keywords for easier searching of the electronic versions of the Policy Manual. Keywords included in the bulleted points are: Secondary Employment Information and Reporting Requirements, Candidacy for Public Office, Employment of Relatives, Nepotism, and Sexual Harassment.

**SECTION 5. Background Check:** Section 5.05, the word "criminal" shall be redacted from the section. The language relating to the disclosure of convicted crimes shall be omitted and in its place, a list of possible employee background checks the County may perform has been included. The following language shall be redacted: "Conviction of a crime or a history of criminal convictions may prevent an applicant from being offered employment," and shall be replaced with: "A misdemeanor or felony may preclude an individual from employment."

**SECTION 6. Performance Evaluation:** Section 5.08, the following language shall be redacted: "Each evaluation shall measure the employee's performance for the year immediately preceding the evaluation date," and shall be replaced with "Employee evaluations may occur more than once per year."

**SECTION 7. Non-Bargaining Position Audits:** Section 5.09 shall be modified to include language that if a position audit results in reclassification to a higher pay range/no change in a classification that the employee will be adjusted "in accordance with the County's current Pay Equity Ordinance."

**SECTION 8. Bi-Lingual Pay Supplement:** In accordance to Section 5.21, the following language shall be included within this new Section: "The County will pay a supplemental 5% pay increase to an employee's base pay for specifically designated job classifications. Employees must perform the mandatory duties in written or verbal fashion at least 20% of the time. Also, use of Braille or hand sign language would apply."

**SECTION 9. Direct Deposit Program:** Section 6.12 shall include language from Ordinance No.O2012-0025.

**SECTION 10. Smoke & Tobacco Free Workplace:** Section 7.02 shall include language that allows for inclusion of all tobacco products, in which this Section applies to “all employees, clients, and visitors or persons otherwise required to be in a County facility, vehicle or those driving their personal vehicles when transporting persons on company authorized business.” Section 7.02 shall also include language about the incentive program and assistance to help tobacco users quit.

**SECTION 11. Fitness for Duty – Drug and Alcohol Testing:** Section 7.04 shall be modified to illustrate that the County offers no guaranteed second chance or last chance. Section 7.04 shall also include language in which employees who test positive will be offered enrollment in the Fitness for Duty program on a case-by-case basis.

**SECTION 12. Sustainable Cuyahoga County:** Section 7.10 shall be removed.

**SECTION 13. Lactation Policy:** In compliance with the amended FLSA by the Patient Protection and Affordable Care Act, the new Section 7.10, *Lactation Policy*, shall be added to the County’s Human Resources Personnel Policies and Procedures Manual. The language in this section illustrates the objective of the County to provide comprehensive service including lactation time, a private separate space, and workplace support for any employee who is breastfeeding her child up to one year after the child’s birth.

**SECTION 14. FMLA Coordination with Other Leaves of Absence:** Section 8.05 shall include the language: “when the County offers or mandates furlough time, FMLA will only commence after all furlough time has been exhausted.”

**SECTION 15. Sick Leave:** Section 9.03 shall be modified to replace the reference to “Section 2.04” to read “Section 2.03.”

**SECTION 16. Maternity/Paternity Leave Policy:** In compliance with TITLE VII as amended by the Pregnancy Discrimination Act, Section 9.10, *Maternity/Paternity Leave Policy*, shall be added to the County’s Human Resources Personnel Policies and Procedures Manual. The language in this section illustrates that employees who do not meet the minimum eligibility requirements for FMLA consideration are eligible for this maternity/paternity leave. According to this Section, employees may receive a maximum of 12 weeks unpaid leave (with ability to use any accrued sick time concurrent with the 12 weeks). Also, included is the language in which employees are eligible to reserve 40 hours of sick time to be utilized upon their return from approved FMLA or maternity/paternity leave.

**SECTION 17. Workers’ Compensation:** Section 12, shall include modified language to reflect the County’s new Managed Care Organization as University Hospitals CompCare and to include their contact information. Also, the “Worker’s

Compensation Injury Reporting Packet” in Section 12.03, shall be renamed as a “Cuyahoga County Injury Care Packet.”

**SECTION 18. Criminal Conviction:** Section 13.07, the following language shall be redacted: “pursuant to Section 5.05 of this Manual, all applicants for appointment to positions under the County are required to declare whether they have been previously convicted of certain crimes. Any employee that fails to disclose a previous criminal conviction or current arrest for one of the listed crimes on their application is subject to disciplinary action, up to and including removal for falsification of their application.” Additional language in Section 13.07 shall be included that if the employees are “arrested and/or charged” they need to report said arrest or change to HR.

**SECTION 19. Inappropriate Conduct/Grounds for Discipline:** Section 13.08 shall incorporate additional examples of inappropriate conduct and the grounds for discipline.

**SECTION 20. Progressive Discipline Program:** Section 13.09 shall incorporate new definitions of verbal reprimands and working suspensions.

**SECTION 21. Appeals:** Sections 13.12 and 14.04 shall incorporate new appeals language on filing at the Cuyahoga County Human Resource Commission, how the appeal shall be filed, claims information and the time frame in which the appeal shall be filed.

**SECTION 22. Attendance Control Plan:** Section 14.03 shall include “working suspensions” for Stage 2 AWOL infractions, as well as language reflecting AWOL stages which shall start at 10 hours, 20 hours, and 36 hours.

**SECTION 23. Driving on County Business/Use of County Fleet Vehicles:** Section 16.03 shall include the following language: “Smoking is strictly prohibited within an employee’s personal vehicle when transporting other employees and/or the public throughout the course of County business.”

**SECTION 24.** It is necessary that this Ordinance become immediately effective in order that critical services provided by Cuyahoga County can continue, and to continue the usual and daily operation of a County entity. Provided that this Ordinance receives the affirmative vote of eight members of Council, this Ordinance shall become immediately effective upon the signature of the County Executive.

**SECTION 25.** It is found and determined that all formal actions of this Council relating to the adoption of this Ordinance were adopted in an open meeting of the Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.



# Personnel Policies and Procedures Manual



## Cuyahoga County Department of Human Resources

Initial Effective Date: 4/5/2011 (Ordinance No. O2011-0015)

1<sup>st</sup> Revision: 4/5/2011(Ordinance No. O2011-0028)

2<sup>nd</sup> Revision: 6/28/2011 (Ordinance No. O2011-0043)

3<sup>rd</sup> Revision: 1/24/2012 (Ordinance No. O2011-0061)

4<sup>th</sup> Revision: 2/14/2012 (Ordinance No. O2011-0042)

5<sup>th</sup> Revision: 5/28/2013 (Ordinance No. O2013-0003)



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# Section 1: **INTRODUCTION / GENERAL INFORMATION**

## **1.01      Introduction**

Cuyahoga County (“County”) is responsible for providing many vital services to the citizens of Cuyahoga County through its employees. The County expects employees to fulfill their role in providing these services and to perform their job in a professional, fair, honest, and thorough manner. The County expects that employees will strive for excellence in advancing the County’s mission, demonstrating integrity and professional standards.

## **1.02      Administration**

All matters relating to the administration of the policies and procedures in this Manual will be under the general supervision of the Director of the Department of Human Resources (“Human Resources”).

Questions regarding interpretation and application of this Manual should be directed to Human Resources.

## **1.03      Disclaimer / Reservation of Rights**

The policies and procedures set forth in this Manual supersede all previous written and unwritten County personnel policies. This Manual does not constitute a contract of employment, expressed or implied, and should not be considered as such. Furthermore, this Manual is not a limitation on the County’s right to direct its workforce. Unless restricted by law, the County reserves all rights to manage its workforce. The policies and procedures contained in this Manual do not reflect or represent every conceivable factual situation, but those most often encountered. Situations may differ and will be handled as warranted by the circumstances and at the discretion of the County. The policies and procedures in this Manual are intended to be guidelines to employees and managers. The County retains the right to amend, add to or change the policies and procedures in this Manual at any time.



## **1.04      Relationship to Collective Bargaining Agreements**

For employees covered by a collective bargaining agreement, the terms and conditions of the collective bargaining agreement supersede this Manual on any subject covered by the collective bargaining agreement. The subjects covered in this Manual do not diminish the County's management rights and should not in any way be considered a waiver of these rights. Employees should contact their union representative or Human Resources should they have any questions regarding conflicts between your collective bargaining agreement and this Manual.

## **1.05      Relationship to Departmental Policy and Procedure Manuals**

The terms and conditions of this Manual supersede any contradictory terms or conditions set forth in any Departmental Policy and Procedure Manual.



## **1.06 Building Closure Policy**

Timesheet Code: AWD

### Closing for the Full Day

**In the event that it appears necessary to close County Buildings for a complete day, either the evening before or prior to 6:30 a.m. on the day of the proposed closing, the County Executive or designee will authorize the placing of a recording on the County's main number (216) 443-7000 regarding the closing of County Buildings.** The recording will also identify the County's 24-hour security number (216) 443-2141. This number will provide person-to-person solutions in unusual cases of emergency.

In addition, arrangements for dissemination of County building status information have been made with local television and radio stations. These announcements can be heard/found on the following radio and television stations/websites:

#### Television Stations

WKYC – TV, Channel 3  
WOIO-TV, Channel 19  
WUAB-TV, Channel 43  
WVIZ/PBS, ideastream

#### Radio Stations

WTAM, 1100 AM  
WMVX, 106.5 FM  
WMJI, 105.7 FM  
WGAR, 99.5 FM  
WAKS, 96.5 FM  
WMMS, 100.7 FM  
WHLO, 640 AM  
WKDD, 98.1 FM  
WCRF, 103.3 FM  
WCPN, 90.3 FM  
WCLV, 104.9 FM  
Radio Free Ohio, 1350 AM

#### Websites

[www.cuyahogacounty.us](http://www.cuyahogacounty.us)  
[www.wkyc.com](http://www.wkyc.com)  
[www.wtam.com](http://www.wtam.com)  
[www.wmvx.com](http://www.wmvx.com)  
[www.wmji.com](http://www.wmji.com)  
[www.wgar.com](http://www.wgar.com)  
[www.kisscleveland.com](http://www.kisscleveland.com)  
[www.wmms.com](http://www.wmms.com)  
[www.640whlo.com](http://www.640whlo.com)  
[www.wkdd.com](http://www.wkdd.com)  
[www.1350radiofreeohio.com](http://www.1350radiofreeohio.com)

The announcement will state “CUYAHOGA COUNTY GOVERNMENT BUILDINGS CLOSED.” In the absence of an announcement, employees should assume the County's buildings are open for operation.

### Early Closings / Abbreviated Work Day

Employees will be notified by their respective Department's management should it be necessary to close buildings early because of weather or other emergency. Employees will be instructed by management as to the actual closing time of the building and the proper procedure for completing their timesheet for that day.

### “Essential Employees”

Any notice of closing will not apply to “essential employees” (i.e., employees necessary to protect the immediate safety and/or security of person or property for which the County has direct responsibility, or the provision of emergency services which cannot be interrupted.) All elected officials, agency heads, and Department Directors will identify their essential employees and any buildings that must remain open and operating during an emergency building closing.



## **1.07**      **Employee Communications with the Media**

Any news media request for comment (e.g., on-camera interview, interview by a newspaper) shall be referred immediately to the Director of Communications or applicable Department Director and/or designee for official response.

## **1.08**      **Acknowledgement of Receipt**

Employees are required to acknowledge receipt of this Manual (either electronically or in writing) and are required to make themselves familiar with its contents. A copy of each employee's acknowledgement will be retained by Human Resources.



## Section 2: CIVIL SERVICE

### **2.01      Classification**

Pursuant to the Ohio Revised Code (“Revised Code”), County employees are divided into either unclassified service or classified service.

#### *Unclassified Service*

The unclassified service is comprised of the specific positions listed in the Revised Code, which includes, but is not limited to, Department Directors, the clerical and administrative staff of the County Executive, student interns, and temporary employees. All offices and positions in the unclassified service are exempt from civil service examination and have no tenure under the law. Unclassified employees serve at the pleasure of the County.

#### *Classified Service*

All other employees are deemed to be classified employees and their employment is subject to the provisions of the Ohio Revised Code, the Ohio Administrative Code, the Cuyahoga County Administrative Rules and this Manual.

### **2.02      Administrative Rules**

The County has adopted the rules applicable to county government contained in the Ohio Administrative Code Chapter 123 and O.R.C 124 except as they are modified by the Human Resource Commission and Cuyahoga County Council.

### **2.03      Prior Service**

Employees who have prior service with the County or another political subdivision of the State of Ohio may be eligible for a higher vacation accrual rate or credit for unused accumulated sick leave.

Employees must provide Human Resources with a letter from their former employer(s), on their letterhead, with qualifying start and end dates of employment and with verification of any unused accumulated sick leave. Vacation accrual rates and available sick leave balances shall be adjusted and be effective upon receipt of documentation deemed acceptable by the County.

**NOTE:** See Section 9.02 for more information on the impact of prior service on vacation accrual rates and Section 9.03 for the impact on sick leave balances.



## Section 3:

# CODE OF ETHICS

### **3.01      Ethics Policy**

It is the policy of the County to carry out its mission in accordance with the strictest ethical guidelines and to ensure that County members and employees conduct themselves in a manner that fosters public confidence in the integrity of the County, its processes, and its accomplishments. Failure to adhere to the standards of ethical conduct may subject an employee to discipline, up to and including removal, pursuant to Section 13 of this Manual as well as criminal prosecution in certain cases.

Please consult the Ethics Policy found at [hr.cuyahogacounty.us](http://hr.cuyahogacounty.us). Hard copies are available upon request to Human Resources.

Information regarding, but not limited to the following can be found in the Ethics Policy:

- Secondary Employment Information and Reporting Requirements
- Candidacy for Public Office
- Employment of Relatives
- Nepotism
- Sexual Harassment





## Section 4:

# EQUAL EMPLOYMENT OPPORTUNITY

### **4.01**      **Diversity Statement**

The County recognizes the value of diversity and all the benefits of fostering an inclusive work environment. All County employees should strive to create and support a work environment representative of the citizens we serve and reflective of the demographics of Cuyahoga County.

Diversity represents those human qualities that are different from our own and outside the groups to which we personally belong. Diversity incorporates the primary characteristics of age, ethnicity, gender, physical abilities and challenges, race and sexual orientation. Diversity dimensions also include educational background, geographic location, parental status, military experience, religious beliefs, and social, economic and political affiliation.

### **4.02**      **Affirmative Action Policy**

Through affirmative action, the County seeks to enhance its equal employment opportunity goal and achieve equitable and sufficient representation of protected class members who have traditionally been under-represented at all levels of employment and specifically where under-utilization exists.

The County shall make good faith efforts to recruit, train, hire, and promote members of these groups at sufficient levels. This includes preventing discrimination in hiring and promoting, providing access to varieties of jobs at all levels of pay and enhancing opportunities for these groups.



## **4.03      Equal Employment Opportunity Policy**

The County is committed to maintaining a professional work environment in which all individuals are treated with respect and dignity. Each employee has the right to work in an atmosphere which promotes equal opportunities and prohibits discriminatory practices, including harassment. It is the policy of the County to assure equal employment opportunities to all persons. The County strictly prohibits discrimination against any person in the recruitment, training, examination, appointment, retention, discipline or any other aspect of personnel administration based on any of the following characteristics (“protected characteristics”):

- Age
- Ancestry
- Disability
- Genetic Information
- Military Status
- National Origin
- Race
- Religion
- Sex / Gender
- Sexual Orientation
- Veteran Status

The County will not condone nor tolerate acts of discrimination and/or harassment, including sexual harassment, by any supervisor or employee under any circumstances. Appropriate corrective action will be taken if any employee is in violation of this policy.

Employees who feel that they have been discriminated against in violation of this Policy should immediately report their complaint in accordance with the County Equal Employment Opportunity Complaint Procedure ([Section 4.05](#)).



## **4.04      Workplace Harassment Policy**

In furtherance of its Equal Employment Opportunity Policy, the County strictly prohibits any form of “workplace harassment”. “Workplace harassment” is defined as:

- Conduct, whether verbal, non-verbal or physical;
- That is based on a person’s protected characteristic (*see above*); and
- Creates an intimidating, hostile or offensive work environment that unreasonably interferes with work or negatively affects an individual’s employment opportunities.

Workplace harassment can occur between co-workers, an employee and a supervisor/manager, or an employee and a non-employee who conducts business with the County.

### Sexual Harassment

The County’s prohibition against “workplace harassment” includes a zero tolerance policy prohibiting sexual harassment. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal, non-verbal, or physical conduct of a sexual nature that takes place under either of the following conditions:

- Submission to or rejection of this conduct by an individual is used explicitly or implicitly as a factor in decisions affecting hiring, evaluation, promotion, pay increases, termination or other aspects of employment; or
- This conduct substantially interferes with an individual’s employment or creates an intimidating, hostile, or offensive work environment.

Examples of sexual harassment include, but are not limited to:

- Unwanted sexual advances;
- Demands for sexual favors in exchange for favorable treatment or continued employment;
- Repeated sexual jokes, flirtations, advances or propositions;
- Verbal abuse of a sexual nature - graphic, verbal commentary about an individuals’ body, sexual prowess or sexual nature;
- Whistling or leering;
- Touching, pinching or assault;
- Coerced sexual acts;
- Suggestive insulting, obscene comments or gestures; and
- Display in the workplace of sexually suggestive objects, pictures or written material.

All forms of workplace harassment are unacceptable in the workplace itself and by any employee, in any setting involving business and outside the workplace, including but not limited to, other work-related settings such as business trips, holiday parties, office picnics and County approved events which employees attend.

Employees who feel that they have been subjected to harassment in violation of this Policy should immediately report their complaint in accordance with the County Equal Employment Opportunity Complaint Procedure (Section 4.05).



## **4.05 Equal Employment Opportunity Complaint Procedure**

**Employees who feel that they have been subject to discrimination or harassment in violation of the policies set forth in this Manual should immediately report their complaint in accordance with the procedure in this section. An employee or applicant wishing to file a discrimination, harassment, and/or retaliation complaint should contact Human Resources at (216) 443-7190 or TTY (216) 443-7002.**

Employees may also contact their immediate supervisor or their Department Director if they so choose. The supervisor or Director will then refer the matter to Human Resources.

If, after initial review of the complaint, it is determined that the complaint involves equal employment opportunity issues, Human Resources will initiate a thorough investigation into the complaint to determine whether there has been a violation of the Equal Employment Opportunity Policy, Workplace Harassment Policy, and/or Anti-Retaliation Policy. The investigation by Human Resources may include:

- Interviews of the complainant, the charged party and any other relevant witnesses;
- Requests for written statements by the complainant, the charged party and any other relevant witnesses; and
- Review of relevant documentation and personnel files.

Efforts will be made to complete the investigation in a prompt manner. The length of the investigation will vary based on the circumstances surrounding the investigation.

Information obtained in the course of investigations will remain confidential to the extent required by law. Information will be kept confidential unless disclosure is required to further the investigation or unless the County is required to release such information as a result of judicial, administrative or grievance proceedings or under the Ohio Public Records Law.

After obtaining and reviewing all necessary information, Human Resources will issue a determination as to whether there is probable cause to believe that the charged party has violated any of the County's equal employment opportunity policies. The complainant and the charged party will be informed in writing of the determination.

If Human Resources finds that there is probable cause, Human Resources, in consultation with Department management, will determine the appropriate corrective action to remedy the violation. Corrective action for violations of County Equal Employment Opportunity, Workplace Harassment, and Retaliation Policies, includes, but is not limited to:

- Discipline, up to and including removal, of the charged party pursuant to the County Discipline Policy ([Section 13](#));
- Mediation referral ([Section 7.08](#));
- Training ([Section 13.10](#)); and/or
- Administrative transfers of employees to separate certain individuals.



## **4.06      Anti-Retaliation Policy**

The County strictly prohibits retaliatory action against an individual who opposes discrimination and/or harassment.

“Opposing discrimination and/or harassment” may include, but is not necessarily limited to:

- Filing a charge of discrimination or harassment;
- Cooperating with an internal or external investigation of alleged discrimination or harassment;
- Complaining to anyone about alleged discrimination against oneself or others;
- Threatening to file a charge of discrimination or harassment;
- Refusing to obey an order reasonably believed to be discriminatory;
- Picketing in opposition to discrimination; or
- Requesting a reasonable accommodation based on religion or disability.

“Retaliatory action” may include, but is not necessarily limited to:

- Employment actions, such as termination, refusal to hire and denial of promotions;
- Other actions affecting employment such as threats, unjustified negative evaluations, unjustified negative references or increased surveillance; or
- Any other action such as an assault or unfounded civil or criminal charges that is likely to deter reasonable people from pursuing their rights.

Any action that is perceived to be retaliatory against an individual should be immediately reported in accordance with the County Equal Employment Opportunity Complaint Procedure ([Section 4.05](#)).



## **4.07      The Americans With Disabilities Act (“ADA”)**

The County, in accordance with the Rehabilitation Act of 1973, Section 504, and the Americans with Disabilities Act of 1990 (“ADA”), seeks to assure its employees that no individual will be discriminated against in a county workplace due to a disability. Under the ADA, the term disability means: "(a) A physical or mental impairment that substantially limits one or more major life activities of an individual; (b) a record of such an impairment; or (c) being regarded as having such an impairment." Simply having a disability does not ensure ADA coverage.

An “ADA Reasonable Accommodation” may be provided to qualified employees. What constitutes a reasonable accommodation will vary from case to case depending on the needs of the position and of the qualified employee. There is no guarantee that a reasonable accommodation will exist for every situation.

The County seeks to ensure that individuals with a disability are hired and retained, and have reasonable access to County owned and leased facilities, as well as facilities occupied by providers under contract with the County to provide services.

### *ADA Reasonable Accommodation Request Procedure*

The County’s ADA Reasonable Accommodation Request Procedure serves to verify the existence of a disability and the need for an accommodation in testing, program accessibility, or employment.

**To request an ADA accommodation, the employee is required to contact Human Resources (216-443-7190) to request a copy of the required forms.** The forms need to be returned to Human Resources, who will then contact the medical provider for verification of disability information provided by the employee.

Upon receipt of the required medical information, Human Resources will engage the employee in an interactive process to:

- Ascertain the individual's precise job-related limitations and how they can be overcome with reasonable accommodation; and
- To identify potential accommodations and assess the effectiveness of each.

Human Resources, with input from the employee, department management and other necessary professionals, will determine whether or not a reasonable accommodation may be fashioned, and whenever possible, will recommend an appropriate accommodation. The appropriate accommodation need not be the one desired by the employee.

Human Resources will forward a copy of their recommendation(s) to the Department Director. Once the Director approves the recommendation, Human Resources will then inform the employee. The Employment Relations Division will monitor the situation to ensure that the agreed upon accommodation is achieved and maintained as long as required.



## **4.08      Religious Accommodation**

In accordance with federal and state laws and County policy, the County prohibits discrimination on the basis of religion. The County provides reasonable accommodations for sincerely held religious beliefs and/or practices unless doing so would impose an undue hardship on the County. A reasonable religious accommodation is an adjustment to the work environment that will allow an employee to comply with his or her religious beliefs. An employee seeking a reasonable religious accommodation should initially approach their immediate supervisor to discuss their request. If the employee is not satisfied with their supervisor's response, the employee can forward their request to Human Resources for review. Human Resources will respond to the employee's request within a reasonable time.



## Section 5:

# EMPLOYMENT WITH THE COUNTY

### **5.01**      **Application**

All persons applying for original appointment to a position under the County shall complete and file with Human Resources an “Employment Application Form”.

No applicant shall be required to disclose their religious or political affiliation or racial or ethnic origin, except as necessary to gather equal employment opportunity or other statistics that, when collected, will not identify any specific individual.

### **5.02**      **Examinations**

Appointments and promotions for positions in the classified service are made according to merit and fitness, which are evaluated through competitive examinations and/or other appropriate mechanisms as determined by the Director of Human Resources. An examination may include an evaluation of such factors as education, training, capacity, knowledge, manual dexterity, and physical or psychological fitness. An examination may involve structured interviews, assessment centers, work simulations, examination of knowledge, skills and abilities, and any other acceptable testing methods.

### **5.03**      **Employment Eligibility Verification**

In accordance with the Immigration Reform and Control Act of 1986, the County is committed to employ only United States citizens and aliens lawfully authorized to work in the United States.

Employees hired after June 1, 1987, are required to complete Section 1 of Form I-9 Employment Eligibility Verification and present documentation within three working days to Human Resources to verify identity and employment eligibility.

Human Resources shall examine the documentation and, if satisfied, shall complete Section 2 of Form I-9 to record information. The completed Form I-9 shall be retained for three years or for one year past the employment of the individual, whichever is longer.





## **5.04      Applicant Drug Testing**

All final applicants tentatively offered a position under the County will be required to submit to urinalysis to test for illegal drug use prior to final appointment. An applicant with a positive test may not be offered employment for a period of one (1) year from the date of the positive test. Applicants shall have an opportunity to submit medical documentation of legally prescribed medications which may explain a positive test result.

**NOTE:** See Section 7.04 for more information on County drug/alcohol testing policies and procedures.

## **5.05      Background Check**

All outside applicants for employment may be required to submit to fingerprinting for a background check. A background check may also be required for current employees who are applying for certain types of positions under the County (e.g., positions working with children or seniors). The County in its discretion may also periodically conduct background checks of current employees.

The following types of employee background checks will be performed:

- Prior employment verification
- Personal and professional references
- Educational verification
- Criminal history
- Motor vehicle (if applicable)

**NOTE:** Current employees are required to disclose if they are arrested and/or charged for certain crimes. See Section 13.07.

A misdemeanor or felony may preclude an individual from employment. Determination of such action will be based on an analysis of the responsibilities of the position and the nature and time frame of the conviction. Current employees may also be subject to discipline, up to and including removal, pursuant to Section 13 of this Manual, if a background check reveals a criminal conviction.



## **5.06      New Hire Orientation / ID Badges**

All newly appointed employees are required to attend a general County employee orientation. Newly appointed employees may also be required to attend additional employee orientations as required by their respective department.

New employees will receive an identification badge from the County at no cost. Employees are required to wear their identification badges at all times while on County property or County business. It is the responsibility of the employee to contact their supervisor immediately if an identification badge is lost, stolen or damaged. Employees are required to request a new badge within five (5) working days. Employees will be charged a replacement fee to obtain a new badge. Non-compliance with this Section could subject the employee to disciplinary action under Section 13 of this Manual.



## **5.07      New-Hire Probationary Period**

All newly appointed employees to a non-bargaining, full or part-time classified position shall be required to successfully complete a probationary period of no less than one hundred eighty (180) calendar days, with its effective date beginning the date of appointment. No appointment is final until the employee has satisfactorily served the probationary period. A probationary employee may be removed or reduced at any time during the probationary period when, in the sole judgment of the County, the employee's fitness and/or quality of work are not such as to merit continuation in the position. A probationary employee has no right to appeal the removal or reduction under the Revised Code.

**NOTE:** The length of a probationary period for a part-time employee shall be determined in accordance with Ohio Administrative Code Section 123:1-19-04.

A longer probationary period, not in excess of one (1) year, may be established for specific job classifications. The Director of Human Resources may extend an employee's probationary period to allow additional time to review the employee's performance. No extension may be granted, however, if the extension would cause the total probationary period to exceed one (1) year.

Probationary employees will be evaluated with respect to performance efficiency twice during their probationary period. The first performance evaluation will be completed within thirty (30) days of the conclusion of the first half of the probationary period. The second evaluation will be completed within thirty days of completion of the probationary period, unless the employee is given a probationary removal or reduction, in which case the final evaluation will be made at the time of the removal or reduction. The final probationary evaluation shall state whether the employee is to be retained, removed or reduced.

The following time shall not be counted as part of the probationary period:

- Days spent on any unpaid leave of absence; or
- Days spent on a paid leave of absence for more than five (5) consecutive working days.

The employee's probationary period shall be extended by a number of days equal to the number of days that are not counted as part of the probationary period. For example, an employee who misses 10 consecutive working days on paid sick leave will have their probationary period automatically extended for 10 working days.

**NOTE:** Probationary periods and probationary evaluation requirements for bargaining unit employees are set forth in each applicable collective bargaining agreement.



## **5.08      Performance Evaluation**

Performance evaluations are an opportunity for management to assess work performance of employees and to provide them with instructive feedback. Classified employees will be evaluated with respect to performance efficiency on a schedule determined by the Director of Human Resources. Employee evaluations may occur more than once per year.

Each employee will be evaluated by their immediate supervisor. Upon completion of their evaluation, the evaluator shall prepare a Performance Evaluation Form and review it with the employee. The employee shall sign the evaluation to indicate that he or she has received a copy of the completed form. The employee's signature on the form does not indicate agreement with its contents; it merely acknowledges receipt of the form. Refusal of the employee to sign the form shall constitute waiver of the employee's appeal rights outlined below.

Employees who disagree with their performance evaluation are entitled to prepare a rebuttal statement that will be attached to their evaluation prior to placement in the employee's personnel file.

**NOTE:** Bargaining unit employees should refer to their collective bargaining agreement for information on performance evaluations.



## **5.09      Non-Bargaining Position Audits**

The Director of Human Resources may initiate a position audit and reassign to a proper classification those positions and/or employees that have been assigned to an improper classification. The Director may also assign a proper classification to a County employee who qualifies for classification but has not previously been assigned to one.

Non-probationary, non-bargaining, classified employees who believe that their duties have changed significantly and feel that their classification is no longer appropriate may request a position audit.

An employee wishing to initiate a position audit shall submit their request in writing to the Director of Human Resources. Upon receipt of the employee's request, Human Resources shall forward a Comprehensive Position Questionnaire (CPQ) to the employee for completion. The CPQ will be accompanied by a cover letter and instructions for completing the CPQ. The cover letter will also be sent to the employee's Department Director.

The employee shall return the completed CPQ forms to Human Resources within thirty (30) days of receipt. The employee may request in writing to the Director of Human Resources a **onetime** extension of time in which to complete the CPQ. The deadline, however, may not be extended beyond thirty (30) days after the original due date.

Human Resources will review all submitted information and will make a determination as to the appropriate classification. To meet the classification criteria, an employee must perform the mandatory duties stated in the classification function at least 20% of the time. Prior to rendering a decision on the position audit request, Human Resources reserves the right to conduct an on-site audit. Upon completion of their review, Human Resources will provide written notice of the position audit to the employee by certified mail to the address listed on the employee's Request for Position Audit Form with a copy to the Department Director. If the reclassification results in a reduction in salary, the employee shall be offered an opportunity to meet with the HR Director or designee to dispute the proposed change. Subsequent to this meeting, or the employee's waiver of this meeting, the HR Director shall provide the employee written notice of the final decision regarding the proposed reduction.

The employee has the right to appeal the decision rendered by Human Resources. This must be done in writing to the Cuyahoga County Human Resources Commission (HRC) within the time frame set forth in the Human Resource Commission's Rules.

**NOTE:** Employees may lose their appeal rights if their own negligence caused them to fail to receive the position audit decision from Human Resources (i.e., failure to list correct mailing address on Request for Position Audit Form or failure to sign for the certified letter).



If a reassignment or new assignment occurs, the employee shall be placed in an equitable pay step in the applicable pay range for the new classification. Determination of the equitable pay step shall be based on a review of the employee's relative skill level, education, and experience as compared to other employees currently existing in the classification.

If the position audit results in no change in the employee's classification, but a change in pay range assignment of the classification, the employee shall be placed in an equitable pay step in the applicable pay range for the new classification. Determination of the equitable pay step shall be based on a review of the employee's relative skill level, education and experience as compared to the employees currently existing in the classification.

If the position audit results in the employee receiving a higher salary, any salary adjustment will be computed retroactive to the beginning of the first pay period following the date that the written request for the position audit was received by Human Resources. If the position audit results in the employee receiving a lower salary, any salary adjustment will begin the first day of the first pay period following the date of the final decision by the Director of Human Resources. If the position audit results in the creation of a new classification and/or pay range, any salary adjustment will be effective the first pay period following approval of the new classification and/or pay range by the County (i.e., not retroactive).

If, after conducting a position audit on an employee, Human Resources becomes aware of similarly situated employees, it will reassign the other employees, effective the beginning of the first pay period following the date that the decision was rendered on behalf of the employee that had requested the audit. For purposes of this section, a "similarly situated employee" is an employee that performs the same essential job functions and responsibilities as the audited employee. Similarly situated employees will not be entitled to retroactive pay increases.

An employee may not request a position audit more than once in a twelve-month (12) rolling period unless documentation acceptable to the Director of Human Resources is provided at the time of the second request that the job has substantially changed since the date of the completion of the previous audit.

An employee who has received a classification change pursuant to this Section is not required to serve a new probationary period.

**NOTE:** Bargaining unit employees should refer to their collective bargaining agreement for information on position audits.



## **5.10**      **Promotion**

Promotions for positions in the classified service shall be made according to merit and fitness. Competitive examinations or other appropriate mechanisms to determine merit and fitness shall be utilized unless deemed impracticable by the Director of Human Resources.

Whenever a current employee is selected to fill a position which is in a higher pay range, the employee will be adjusted based on relative skill level, education and experience as compared to the employees currently existing in the classification. At no time will an employee be eligible for promotion while serving a probationary period.

## **5.11**      **Promotional Probationary Period**

All newly promoted classified employees shall be required to successfully complete a probationary period of one hundred eighty (180) days. The promotional probationary period follows the same procedures as the New Employee Probationary Period ([Section 5.07](#)) with regard to extension of the period, applicability of time spent on unpaid leave of absence and evaluation. No promotion is final until the employee has served the probationary period.

If an employee accepts a promotion and is found to be unsatisfactory in the advanced position, the employee shall be returned to the position from which the employee was promoted or to a similar position. Upon such return, the employee's salary shall be the same that the employee was receiving prior to promotion, except for changes in pay range that may have occurred or any step increase to which the employee would have been entitled in the lower classification.

Any employee failing a promotional probationary period shall have the right to appeal through the Employee Complaint Procedure ([Section 17.03](#)) within five days following issuance of notice of failure of probationary period. A probationary employee, however, has no right to appeal the removal or reduction under the Revised Code.

## **5.12**      **Temporary Working Level (TWL)**

A TWL pay adjustment may be granted when an employee is temporarily assigned a significant amount of the duties of a position with a higher pay range for a minimum of a two (2) week period, but not to exceed one (1) year.

The employee must meet the minimum requirements for the position in the higher pay range to be granted a TWL pay adjustment. An employee that is granted a TWL pay adjustment will be placed on a step that reflects at least a 5% increase in his or her salary, or the lowest step in the higher pay range, whichever is greater.



### **5.13      Lateral Class Change**

A lateral classification change involves the movement of an employee, with the employee's consent, from one classification to another classification that is assigned to the same pay range or to a pay range in which the step one rate is the same as the step one rate as the classification from which the employee moves. An employee who accepts a lateral classification change will not have their pay adjusted and will not be subject to a probationary period.

**NOTE:** The filing of a Request for Position Audit ([Section 5.10](#)) constitutes the employee's consent to a lateral classification change should that be the ultimate decision at the end of the position audit process.

### **5.14      Demotion**

A demotion is a reduction in rank or position to a classification which carries a lower salary range than that previously held. A demotion shall only be made for one or more of the offenses set forth in [Section 13.08](#) of this Manual, except when the employee voluntarily agrees to a demotion in writing.

An employee who is demoted will be placed on a step in the lower pay range which reflects at least a 5% decrease in salary or be adjusted to the maximum of the pay range of the new position, whichever is the greater reduction in salary.

### **5.15      Reduction**

“Reduction” means a change of the classification held by an employee to one having a lower base pay range, a change to lower step within a salary range with an accompanying diminution in compensation, or any decrease in compensation for an employee. A reduction shall only be made for one or more of the offenses set forth in the [Section 13.08](#) of this Manual, except when the employee voluntarily agrees to a reduction in writing.





## **5.16            Resignation - Voluntary Termination of Employment**

An employee may resign his or her employment with the County by submitting sufficient notice to the Department of Human Resources. Upon receipt of an employee's notice of Resignation, the Director of Human Resources will confirm acceptance of the employee's resignation to the employee in writing. A resignation notice may not be rescinded by an employee after acceptance by the Director, unless, in their sole discretion, the County accepts the employee's request to rescind.

Employees are requested, where possible, to provide fourteen (14) days advance written notice of their intended resignation.

## **5.17            Removal – Involuntary Termination of Employment**

Removal is an involuntary termination of County employment. A removal shall only be made for one or more of the offenses set forth in Section 13.08 of this Manual. Employees who are removed may appeal the removal to the HRC or in accordance with the terms of their collective bargaining agreement (*See Section 13.12* of this Manual for more information regarding an employee's right to appeal a removal action.)

## **5.18            Layoffs**

County employees in the classified service may be laid off whenever a reduction in force is necessary due one or more of the following reasons:

- Lack of funds;
- Lack of work; or
- The abolishment of positions as a result of reorganization for the efficient operation of the County, for reasons of economy, or for lack of work.

Whenever it becomes necessary for the County to reduce its workforce, the County shall lay off employees or abolish their positions in accordance with the Revised Code and the administrative rules promulgated thereunder. Employees should refer to the applicable Ohio Revised Code, Ohio Administrative Code sections, HRC Commission Rules and County Council Ordinances for detailed information regarding retention points, order of layoff, displacement rights and reinstatement rights.

**NOTE:** Bargaining employees should refer to their respective collective bargaining agreement for information regarding to layoffs.



## **5.19      Disability Separation**

An employee who is unable to perform the essential job duties of his or her position due to a disabling illness, injury or condition may be disability separated. A disability separation may be voluntary or involuntary.

### **Eligibility**

An employee is eligible for disability separation if both of the following conditions are met:

1. The employee is unable to perform the essential job duties of his or her position due to a disabling illness injury or condition; and
2. The employee has exhausted all of his or her paid sick leave and applicable unpaid leave.

When the employee does not dispute his or her inability to perform the essential job duties of his or her position due to a disabling illness, injury or condition, the disability separation process is considered “**voluntary**” and the following conditions apply:

- The County may grant the employee’s request for voluntary disability separation or may require the employee to submit to a medical or psychological fitness for duty examination with a physician chosen by the County. If the examination supports the employee’s request, the County shall grant the employee’s request. If the medical examination does not support the employee’s request, the County will not approve the request.
- An employee who is granted a voluntary disability separation waives his or her right to a pre-separation hearing and to any appeal of the decision to approve his or her request.
- An employee who is granted a voluntary disability separation shall retain the right to be reinstated to his or her position for two (2) years from the date that the employee is no longer in active work status due to a disabling illness, injury or condition. An employee may submit a written request for reinstatement from a voluntary disability in accordance with the procedure established below.

When there is a dispute between the County and the employee as to the employee’s ability to perform the essential job duties of his or her position, the disability separation process is considered “**involuntary**” and the following conditions apply:

- The County must have substantial credible medical evidence of an employee’s disabling illness, injury or condition (e.g., a fitness for duty examination finding the employee unfit for duty).
- The County must determine that the employee is unable to perform any of his or her essential job duties.
- The County will institute a hearing prior to involuntarily disability separating an employee. The employee shall be provided written notice at least seventy two (72) hours in advance of the hearing. If the employee does not waive his or her right to the hearing in writing, the hearing shall go forward and the employee has the right to



examine the County's evidence of disability, to rebut that evidence, and to present testimony and evidence on his or her own behalf.

- If the County determines, after weighing the testimony presented and evidence admitted at the pre-separation hearing, that the employee is unable to perform his or her essential job duties, then the County shall issue an involuntary disability separation order.
- An involuntarily disability separated employee shall have the right to appeal in writing to HRC within ten (10) days following the date the order is served.
- An employee shall have the right to request reinstatement to his or her position for two (2) years from the date of separation.

### Reinstatement

An employee on disability separation may make a written request to the County for reinstatement from the separation. An employee may not make a first request for reinstatement until three (3) months from the date the employee was no longer in active work status. The County shall notify the employee of its decision to approve or deny the reinstatement request no later than sixty (60) days after it receives the employee's written request. The employee shall not make subsequent requests for reinstatement more than once every three (3) months from the date the employee is notified of a reinstatement denial.

**An employee is not eligible for reinstatement if the request occurs later than two (2) years from the date that the employee was no longer in active work status due to the disabling illness, injury or condition.**

**NOTE:** For purposes of reinstatement under this Section, the date of separation is the date in which the employee was no longer performing active work status due to the disabling illness, injury or condition. If an employee attempts to return to work but fails to perform the essential job duties for six (6) consecutive months, the employee's effective date of separation does not change.

An employee's request for reinstatement shall be accompanied by substantial, credible medical evidence that the employee is once again capable of performing the employee's essential job duties. Upon receipt of this evidence, the County shall either reinstate the employee or require the employee to submit to a medical or psychological fitness for duty examination. If the County determines that the employee is unable to perform his or her essential job duties, the County will institute a pre-reinstatement hearing.

An employee shall be provided written notice at least seventy two (72) hours in advance of the pre-reinstatement hearing. If the employee does not waive the right to the hearing, then at the hearing the employee has a right to examine the County's evidence of continuing disability, to rebut that evidence, and to present testimony and evidence on his or her own behalf.



If the County finds the employee incapable of performing essential duties, the County will not reinstate the employee. The employee will be notified of this decision in writing and shall have the right to appeal in writing to HRC within thirty (30) days of receiving the decision.

If the County determines that the employee is to be reinstated, the employee has a right to be assigned to a position in the classification the employee held at the time of disability separation. If the classification the employee held at the time of disability separation no longer exists or is no longer utilized by the County, the employee shall be placed in a similar classification. If no similar classification exists, or if the employee no longer meets the minimum qualifications, the employee may be laid off in accordance with the Ohio Revised Code or in accordance with an applicable collective bargaining agreement.

County employees who are unable to perform the essential job duties of his or her position on a permanent basis due to a disabling illness, injury or medical condition, may be eligible for disability retirement through OPERS. Employees must contact OPERS to initiate the disability retirement process. If the employee has been granted disability benefits by OPERS, the reinstatement requirements of this Section may apply for up to five years.

**NOTE:** If the employee has been granted disability benefits by OPERS, the reinstatement requirements of this Section may apply for up to five years. See Section 5.20 of this Manual for more details.



## **5.20      Disability Retirement**

County employees who are unable to perform the essential job duties of his or her position on a permanent basis due to a disabling illness, injury or medical condition, may be eligible for disability retirement through OPERS. Employees must contact OPERS to initiate the disability retirement process. Contact information for OPERS can be found in Section 11.06 of this Manual.

## **5.21      Bi-Lingual Pay Supplement**

The County will pay a bi-lingual supplemental pay increase of 5% to an employee's base pay for specifically designated job classifications. Employees must perform the mandatory duties in written or verbal fashion at least 20% of the time. This supplement applies to Braille and sign language as well.



## Section 6: **WORKWEEK AND HOURS / PAYROLL**

### **6.01      Compliance with the Fair Labor Standards Act (FLSA)**

The FLSA is a federal law which requires that certain employees be paid at least the federal minimum wage for all hours worked and overtime for all hours worked over forty (40) hours in a workweek. It is County policy to comply with all requirements of the FLSA. In accordance with this policy, all positions with the County are categorized as either “non-exempt” or “exempt” based on the nature of the positions:

- **Non-Exempt Employees** – Non-exempt employees receive compensatory time or overtime for time worked beyond forty (40) hours in a workweek.
- **Exempt Employees** – Exempt employees do not receive compensatory time or overtime for time worked beyond forty (40) hours in a workweek. Subject to the provisions of 6.08 of this Manual, however, exempt employees may be eligible to receive exchange time for time worked beyond (40) hours.

An employee who believes that he or she has been improperly categorized as exempt or his or her paycheck has been improperly docked may file a complaint in accordance with the County FLSA Complaint Process (Section 17.02). If the County determines that the employee has been improperly categorized or docked, the employee will be re-categorized and/or reimbursed.



## **6.02      Attendance Records**

Human Resources utilizes two methods for capturing time worked by employees: (1) timesheets – including paper and electronic forms; and (2) automated time recording system. The following attendance records policies and procedures are established pursuant to principles of public accountability. Attendance records are public records.

Each employee is generally required to record or clock his or her time at the moment of arriving to commence work and departing for the workday. Supervisors will arrange for a sign in/out procedure to be in place for all employees who are required to report directly to a worksite away from the location where the normal sign in/out procedure takes place. The employee, however, is solely responsible for accurately completing and signing his or her own timesheet.

**Falsification of a timesheet is grounds for discipline, up to and including removal.**

Employees who do not report to work on time are in violation of the Attendance Control Policy (Section 14.03). When an employee is tardy without approved leave (i.e., sick/vacation/FMLA), the time taken will be without pay and will be cumulative toward the employee AWOL hours (*see* Section 14.02).



## **6.03            Timesheet Recordkeeping**

Timesheets (paper or electronic) are to be used to record reasons for absences and additional hours worked which qualify for overtime, compensatory time and/or exchange time. Timesheets will include the following codes for all the various possibilities for absences:

<b>Reason for Absence</b>	<b>Timesheet Code</b>	<b>Policy Manual Section</b>
Abbreviated Work Day	AWD	<u>1.06</u>
Absent w/out Official Leave	AWOL	<u>14.02</u>
Compensatory Time Leave	CT	<u>9.04</u>
Court/Jury Duty/HRC Leave	CL	<u>9.07</u>
Exchange Time Leave	ET	<u>9.05</u>
Extended Unpaid Sick/Medical Leave	LOA	<u>9.09</u>
FMLA Leave	FMLA	8
Holiday	H	<u>6.09</u>
Holiday w/out Pay	HX	N/A
Leave Donation	SLD	<u>9.08</u>
New-Hire Administrative Leave	ALX	<u>9.09</u>
Paid Administrative Leave	AL	<u>13.09</u>
Paid Military Leave	ML	<u>10.01</u>
Personal Day	PD	N/A
Personal Leave of Absence	LOA	<u>9.09</u>
Sick Leave	S	<u>9.03/9.06</u>
Suspension w/out Pay	SUSX	<u>13.09</u>
Suspension w/Pay	SUS	<u>13.09</u>
Unpaid Military Leave	MLX	<u>10.02</u>
Vacation Leave	V	<u>9.02</u>
Voluntary Work Reduction	VWR	<u>6.06</u>
Worker's Compensation Leave w/out Pay	WCX	<u>12.04</u>

**Each employee is responsible for ensuring that the employee has adequate available leave time when requesting/claiming leave time on his or her timesheet. Employees who claim leave time that they do not have will be considered AWOL for the claimed period of time (See Section 14.02).**

Employees shall adhere to the following procedure for accurately completing their timesheet:

- Accurately record the time they **began work and the time that they ended working** for each regular working day;
- Determine the number of hours and minutes worked each day (only if utilizing paper timesheet);
- Convert the time worked or time off to a decimal (only if utilizing paper timesheet);



- If time worked is less than the scheduled workday, note the hours off and indicate the reason for the absence (only if utilizing paper timesheet);
- Add the weekly regular, overtime, compensatory and exchange hours for each week to reflect in the breakdown of hours worked on the timesheet (only if utilizing paper timesheet); and
- Sign or electronically submit the timesheet to indicate their confirmation of the times noted as the arrival and departure for each day.

The sum of work time, authorized leave and time without pay shall not exceed the amount of time an employee would have been regularly scheduled to work in any day, unless overtime/compensatory time/exchange time was required and authorized by the supervisor/department head.

Upon the validation of the timesheet by the employee, the supervisor shall review the timesheet to certify that the employee rendered the time indicated on the timesheet. Supervisors are accountable for their employees' whereabouts at all times. If the supervisor is satisfied that the employee's timesheet accurately reflects the employee's attendance for the week, the supervisor shall sign or electronically submit the timesheet to reflect the authorization of hours to be paid.

Upon the completion and validation of timesheets, the supervisor (or designee) must ensure that signatures by each employee and the supervisor are included. All completed timesheets must be forwarded on a weekly basis to the appropriate payroll administrator for record keeping and processing.

**Falsification of a timesheet by an employee or a supervisor is a violation of the County's Discipline Policy (Section 13), which may result in disciplinary action, up to and including removal from County employment.**



## **6.04      Automated Time Recordkeeping**

The second method for time recording utilized by the County is by automated time recording mechanism (e.g., Timelink). The automated payroll system is a precise measure of time and attendance which is based upon keypunches and/or card swipes. No grace period exists for employees who utilize the automated time recording mechanism. Therefore, should an employee key or swipe in after their scheduled time to work or before their scheduled shift ends, the system will note the late arrival or early departure and accordingly dock the earnings of the employee.

Employees who utilize the automated time recording mechanism must do so at their assigned worksite. It is the responsibility of each employee to punch in at the start of the shift and out at the conclusion of the shift. Early arrivals and late departures will not be counted as overtime unless previously approved by a supervisor.

**Under no circumstances may an employee swipe/key another employee in at the beginning of a shift or out for the end of a shift. Violation of this provision may result in disciplinary action, up to and including removal.**



## **6.05      Standard Workweek and Hours**

The normal workweek for full-time County employees is five (5) days per week, usually Monday through Friday. The normal workday is from 8:30 a.m. to 4:30 p.m., with a paid lunch period in accordance with Section 6.07 of this Manual. The normal workweek and standard hours of work may vary based on operation needs, and/or in cases of 7-day/24-hour-a-day operations or in situations covered by a collective bargaining agreement.

**NOTE:** A non-exempt employee may not work beyond the standard hours of work so as to exceed the normal forty-hour workweek without prior authorization by the employee's supervisor.

In the case of unexcused absences or absence without approved leave, the time missed will be without pay and will be recorded as AWOL pursuant to Section 14.02.



## **6.06 Flextime / Reduced Work Hours**

Department Directors, in their sole discretion, may authorize employees to participate in flextime. Those authorized to participate in flextime are required to comply with all other policies and procedures, including, but not limited to, the requirements of this Section and the Attendance Control Policy (Section 14). Participation in flextime does not eliminate any of the work rule requirements mandated in this Manual. Department Directors, in their sole discretion, may revoke the offer of flextime at any time.

**NOTE:** No flextime options permit employees to work before 7:00 a.m. or beyond 6:00 p.m. unless absolutely necessary for County operations.

### Flextime Options

#### OPTION A – Core Hours

- Permits employees to choose, on a day to day basis, a work schedule beginning as early as 7:00 a.m. and as late as 10:00 a.m.
- An employee’s workday will end eight (8) hours from the time they arrive.
- All employees are required to be present during the “core hours” of 10:00 a.m. to 3:00 p.m.

#### OPTION B – Four (4) Day Work Week

- Permits employees to work four (4) ten (10) hour days.
- Directors and Division Managers are excluded from participation in this Option.
- Department heads may select from three different plans for reallocating the number of workdays from five (5) to four (4) days:
  - **Plan 1** – Department as a whole operates four days. All employees are scheduled to work the same days (i.e., Monday through Thursday; Tuesday through Friday or Thursday through Sunday).
  - **Plan 2** – Department operates five (5) days a week with each employee working only four days – days off are staggered among teams of employees.
  - **Plan 3** – Department operates seven days a week, each employee working four days – schedule alternates as necessary.
- Holiday Scheduling – Employees on the four (4) day work week will revert to a five (5) day, eight (8) hour schedule during each week in which a holiday occurs

#### OPTION C – Selected Daily Work Hours

- Employee may select a different number of work hours each day.
- Total selected hours must equal forty (40) hours each workweek.
- No less than five (5) hours or more than ten (10) hours may be worked in one day.
- This plan may include Saturday as a workday.
- Holiday Scheduling – Employees who are on selected daily work hours will revert to a five (5) day, eight (8) hour schedule during each week in which a holiday occurs.



Voluntary Work Reduction

Department Directors, in their sole discretion, may authorize employees to participate in a voluntary work reduction program. A voluntary work reduction involves a decrease in an employee's amount of hours worked. Those authorized to participate in a voluntary work reduction program are required to comply with all other policies and procedures, including, but not limited to, the requirements of this Section and the Attendance Control Policy (Section 14). Participation in a voluntary work reduction program does not eliminate any of the work rule requirements mandated in this Manual. The Department Director, in their sole discretion, may revoke the offer of a voluntary work reduction program at any time.

**NOTE:** Exempt employees who participate in a voluntary work reduction program shall not be eligible to accumulate exchange time.

Cost Savings Days

In their sole discretion, the County may establish mandatory or voluntary cost savings programs in accordance with the authority granted by the Revised Code. A cost savings program involves the taking of unpaid cost savings days ("furlough days") by County employees.



## **6.07      Lunch / Breaks**

Unless otherwise specified in a collective bargaining agreement, County employees will receive a one-hour paid lunch period. In addition, County employees may receive two paid breaks of fifteen (15) minutes in duration. All breaks and lunch periods are to be scheduled by the employee's immediate supervisor based on the operational needs of their unit and in accordance with the following provisions:

- One rest break shall be taken in the first half of the work day and one shall be taken in the second half of the work day;
- Breaks shall not abut the end or beginning of the lunch period;
- Breaks and lunch periods cannot be used to make-up tardiness or quitting early. For example, an employee who is scheduled to end his or her day at 4:30 may not leave for the day at 3:30 p.m. and take his or her lunch from 3:30 to 4:30 p.m.; and
- An employee must return to work after a lunch period for that period to be considered a lunch period. For example, an employee may not take his or her lunch period from 12 p.m. to 1 p.m. and then take sick leave from 1 p.m. until the end of the day. The employee will be required to use his or her own leave time to cover the period from 12 p.m. to 1 p.m. If, however, the employee only used sick leave from 1 p.m. until 2 p.m. and returned to work for the remainder of the day, the 12 p.m. to 1 p.m. period would be considered a proper lunch period.



## **6.08      Overtime, Compensatory Time and Exchange Time** **(Accrual)**

The accrual and use (See Sections 9.04 and 9.05) of all overtime/compensatory time/exchange time must be prior approved by an employee's supervisor.

**Employees are not permitted to accrue or use compensatory time or exchange time without prior approval by the employee's supervisor**

### Compensatory Time / Overtime

In accordance with Section 6.01 of this Manual, employees in non-exempt positions who **are required to or are granted prior authorization** to work beyond forty (40) hours in a work week shall accrue compensatory time at a rate of one and one-half (1 ½) hours for every hour worked beyond forty (40) hours. **It is incumbent upon management (including front-line supervisors) to direct their unit operations and/or employee workload so that non-exempt employees do not perform unscheduled work that results in overtime or compensatory time liability.** It is the duty of unit management to exercise control so that work is not performed by non-exempt employees outside of their normal scheduled work hours unless the additional work time has been authorized.

To avoid overtime or compensatory time liability, a supervisor may direct a "temporary schedule change" within the same workweek so that a non-exempt employee's hours in a paid status within the workweek do not exceed forty hours. For example: Employee (a non-exempt employee) has a typical M-F, 8:30 - 4:30 schedule. The supervisor asks Employee to stay 2 hours late on Wednesday to finish a critical project. If Employee works the remainder of the standard work schedule through the end of the week, Employee will have worked 42 hours, and shall be entitled to overtime or compensatory time for the additional 2 hours. To avoid the overtime or compensatory time liability, the supervisor may direct Employee to work two fewer hours on Thursday or Friday of the same week to maintain the employee's work week at the standard forty hours. **The extra time worked and the reduced work hours must be within the same week (Sunday to Saturday) in order for a temporary schedule change to be effective to avoid unnecessary overtime or compensatory time liability.**

**NOTE:** A "temporary schedule change" is a separate and distinct concept from a flexible work schedule (Section 6.06). A temporary schedule change must be pre-approved by an employee's supervisor and does not constitute a permanent change to an employee's regular work schedule. Non-exempt employee's who work beyond their regular work schedule without prior authorization may be subject to disciplinary action, up to and including termination of employment. A supervisor shall only approve a "temporary schedule change" as a means to avoid overtime or compensatory time liability in extraordinary situations in which a non-exempt employee is required to work additional hours on a particular day during a workweek.



Supervisors must ensure that the employees for whom they sign timesheets understand and comply with the policy on non-exempt overtime/compensatory time. Employees who do not comply with the policy and proceed to work unauthorized overtime should be counseled, the discussion should be documented, and progressive discipline should be initiated with Human Resources for further violations. Supervisors who do not regulate their employees' work hours may also be subject to disciplinary action.

The maximum amount of compensatory time a non-exempt employee may accrue is two hundred forty (240) hours, unless the employee works in a public safety, emergency response position, in which case the maximum is four hundred eighty (480) hours. Employees who have accrued unused compensatory time up to these limits will be paid overtime on a time and one-half basis for all additional overtime worked.

Accrued compensatory time may be used in accordance with Section 9.04 of this Manual. At the sole discretion of the County, non-exempt employees may be paid overtime on a time and one-half basis in lieu of accrual of compensatory time.

#### Exchange Time

Employees in overtime-exempt positions may receive exchange time on an hour-for-hour basis for time worked beyond forty (40) hours in a work week, provided the following:

- There is a compelling, extraordinary reason for the exempt employee to be required to stay beyond normal working hours – staying to finish up normal assignments does not qualify;
- There is a “meeting of the minds” between the exempt employee and the supervisor - the employee must either be required to work the overtime or be granted **prior** authorization by their supervisor to work the additional hours; and
- The required or authorized increment of additional time is greater than one-half hour per day of required additional time.

After the initial half-hour period is accrued, exchange time is accrued in increments of one-minute. The maximum balance of exchange time an exempt employee may maintain is forty (40) hours.

Accrued exchange time may be used in accordance with Section 9.05 of this Manual.





## **6.09            Holidays**

**Timesheet Code: H**

All County employees are entitled to eight (8) hours of holiday pay for:

New Year's Day	Columbus Day
Martin Luther King Day	Veterans Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

In the event that any of the aforementioned holidays falls on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event that any of the aforementioned holidays fall on Sunday, the Monday immediately following shall be observed as the holiday.

**NOTE:** Bargaining unit employees should refer to their respective collective bargaining agreement for applicable provisions on holidays and holiday pay.

If the employee's work schedule is other than Monday through Friday, he or she is entitled to holiday pay for holidays observed on the employee's day off regardless of the day of the week on which they are observed.

An employee in a non-exempt position who is required to work on a day designated as holiday by this Section shall be entitled to pay for such time worked at overtime rates in addition to his or her regular pay. An employee in an exempt position who is required to work on a day designated as a holiday shall be entitled to exchange time on an hour-for-hour basis for all hours worked in addition to their regular pay.

Temporary employees are not entitled to holiday pay. Part-time/permanent employees are entitled to holiday pay for a portion of the holiday based on the number of hours that they are regularly scheduled to work on the day that the holiday falls.

Employees who are in an unpaid status on the regular work day immediately preceding or following the holiday are not eligible for holiday pay.



## **6.10      Payroll System**

The County's compensation schedule is based on a two-week or eighty-hour (80) pay period, which begins on Sunday morning and ends on Saturday night. Paychecks are distributed on Friday's of pay weeks.

## **6.11      Payroll Deductions**

There are two types of payroll deductions that the County shall be authorized to make from employee wages:

### **Mandatory**

- Federal, state and local withholding taxes
- Ohio Public Employees Retirement System (OPERS)
- Garnishments
- Court ordered child or spousal support
- Medicare portion of Social Security for employees hired after April 1, 1986
- Union dues / Fair Share Fees

**Voluntary:** Employees may authorize deductions from wages for (these options are subject to change periodically at management's discretion):

- Benefit selections
- Charity Choice contributions
- RTA bus passes and vehicle parking, subsidized monthly
- Purchase of prior Ohio service time (contact OPERS @ 614-466-2085)
- Deferred compensation contributions
  - County Commissioners Association of Ohio Deferred Compensation Program (800-423-3699)
  - Ohio Public Employees Deferred Compensation Program (877-644-6457)
- Credit union deductions
  - Cleveland Postal Employees Credit Union (located in basement of County Administration Building – 443-7290)
  - United Telephone Credit Union (440-333-6366)

Employees interested in taking advantage of any of these voluntary deductions should contact the Payroll Division at (216) 443-7380 for more information.



*Sections 6.10 & 6.11*

## **6.12      Direct Deposit Program**

In lieu of paper paychecks, the County can electronically transfer net pay into an employee's checking or savings account at the financial institution of the employee's choice. Enrollment in the Direct Deposit Program is mandatory. Employees not eligible to secure direct deposit via a bank account will be offered alternative means. For further information, please contact the Time & Attendance Department at (216) 443-7380.

## **6.13      Savings Programs**

Employees of the County may be eligible to participate in various savings programs through payroll deduction, including:

- Deferred compensation investment; and
- Credit union savings accounts.

Employees interested in any of these programs should contact the Payroll Division at (216) 443-7380 or refer to the County intranet for more information.

## **6.14      Payment Upon Separation from Employment with County**

Compensation for accrued vacation leave and compensatory time will be included in the last paycheck.

No employee shall be paid for any unused sick leave upon termination of employment, except that, upon retirement, an employee with ten (10) or more years of service may receive cash payment for one-fourth (1/4) the value of the accrued, but unused sick leave credit, not to exceed 240 hours (30 days).



## Section 7: **WORKPLACE WELLNESS**

### **7.01      Drug-Free Workplace**

The County is committed to maintaining a drug-free workplace. All County employees are required to abide by the County Drug Free Workplace Policy. Employees who abuse alcohol and other controlled substances or who use illegal drugs violate this policy and undermine the County's goal of providing responsible and professional service to the public. Employees who violate the County's Drug Free Workplace Policy are subject to discipline up to and including removal.

All individuals who have received a job offer with the County are required to submit to a test for alcohol and/or illegal drugs pursuant to Section 5.04 of this Manual. Current employees may be tested pursuant to the County Fitness for Duty Program (Section 7.04) when there is a reasonable suspicion of impairment or post-accident.

Employees whose jobs require them to possess a commercial driver's license (CDL) and who drive vehicles for which testing is required under Federal regulations are also subject to alcohol and drug testing pursuant to Federal law.

In addition, since early identification and treatment are safeguards to job investment for both the County and its employees, employees who have a substance abuse problem are encouraged to voluntarily seek treatment.



## **7.02      Smoke & Tobacco Free Workplace**

In an effort to promote and contribute to the health and well being of all County employees and members of the public, the County passed a resolution approving a smoke-free workplace policy effective August 1, 1994. It provides (in relevant part) that:

“...Be it further resolved that smoking will be strictly prohibited within all areas of County owned or leased buildings including: offices, hallways, entrance ways, lobbies and waiting areas, reception areas, rest rooms, cafeterias, snack bars, elevators, stairwells, meeting and conference rooms, kitchen areas, parking garages and **areas immediately adjacent to any entrances...**”

Furthermore, the Revised Code prohibits smoking in any “public place” or “place of employment”, including **any place adjacent to locations of ingress or egress to the public place or place of employment.**

The county has included the Smoke Free Workplace to include “Tobacco Free” which is not limited to, smoking (e.g. cigarettes, pipes, cigars, etc.) and/or use of smokeless tobacco (e.g. snuff, chew, etc.) This directive shall apply to all employees, clients, and visitors or persons otherwise required to be in a County facility, vehicle or those driving their personal vehicles when transporting persons on company authorized business.

### **INCENTIVE PROGRAM**

Employees who are “tobacco free” and receive health care benefits through the County may qualify for a health care benefit incentive. For more information on this program, contact the Benefits Department in Human Resources.

### **ASSISTANCE TO SMOKERS**

The County has a variety of smoking cessation resources available to employees upon request. Employees who wish to “kick the habit” should contact their medical provider for information on smoking cessation resources. The County also offers an Employee Assistance Program or you can contact the Ohio Tobacco Quit Line at 1-800-QUIT NOW.

**NOTE:** Smoking is also prohibited in all County vehicles.

An employee wishing to report a violation of this Section should:

- If the violation is occurring on County-owned property or is being committed by a County Employee – contact Protective Services at (216) 443-2141 or 1-888-81-HELPU (43578).
- If the violation is occurring on non-County-owned property by a non-County employee (i.e., County-leased property) – contact the Ohio Department of Health



Smoking Ban Hotline at  
1-866-559-OHIO (6446).

NON-COMPLIANCE

In addition to the penalties proscribed by the Revised Code, employees of the County who violate this section may be subjected to discipline, up to and including removal.



## **7.03      Employee Assistance Program (EAP)**

Employee Assistance Program (EAP) services assist County employees with resolving personal and family related problems which adversely affect work, relationships, and quality of life. EAP services also help identify and alleviate obstacles to maintaining good mental and personal health.

Participation in the program may be mandated by Management with approval from Human Resources or voluntary and is available to all employees, their family members and County retirees. The County pays all costs related to EAP enrollment. EAP services include:

- Assessment of problem areas;
- Counseling, if necessary; and
- Referral to additional support services for more comprehensive treatment.

If extended treatment or counseling is required, an employee's health plan may cover most costs.

All communications with the EAP are confidential and employees who participate are assured that their job, future, and reputation will neither be jeopardized nor benefited by utilizing the EAP program. It is the responsibility of the employee to follow through with referrals for assessment of a problem and to follow recommendations of the diagnostician or counseling agent.

**Employees interested in using the EAP services or who have questions regarding the program should contact Human Resources or the County's EAP provider:**

Ease@Work  
(216) 241-EASE (3273) or (800) 521-3273  
[www.easeatwork.com/EASEy](http://www.easeatwork.com/EASEy)  
Username: COUNTY  
Password: EASE



## **7.04      Fitness for Duty – Drug and Alcohol Testing**

In accordance with its Drug Free Workplace Policy, the County has established the following Fitness for Duty/Drug and Alcohol Testing Program.

**NOTE:** Bargaining unit employees should refer to their collective bargaining agreement for information regarding drug and alcohol testing.

### *Reasonable Suspicion*

If a supervisor or Department manager/Director has a reasonable suspicion that an employee may be under the influence of drugs and/or alcohol, the supervisor shall immediately:

- If during regular business hours (8:30 a.m. – 4:30 p.m.), contact the Fitness for Duty Coordinator at 216-443-7630.
- If before or after regular business hours, contact the Protective Services Division at (216) 443-2141

The Fitness for Duty Coordinator will come to the worksite and perform an evaluation of the employee. If the Fitness for Duty Coordinator, in consultation with Department management, determines that a drug and/or alcohol test is appropriate, the employee's immediate supervisor and another member of Department management will be required to sign a Reasonable Suspicion Form.

The employee will then be asked whether he or she is willing to submit to a drug and/or alcohol test. If the employee refuses, the employee will be treated as having tested positive and will be referred to and disciplined in accordance with the Fitness for Duty Program (*see below*).

If the employee agrees to the drug and/or alcohol test, he or she will be escorted by either the Fitness for Duty Coordinator or a Protective Services representative to an approved testing site. If the employee leaves the testing site at any point prior to being tested, the employee will be treated as having tested positive and will be referred to and disciplined in accordance with the Fitness for Duty Program (*see below*). Upon conclusion of the test, the Fitness for Duty Coordinator will determine whether the employee will be taken back to their worksite or to their residence. The leave status of the employee during this period of time will be determined by the County in light of the particular circumstances of each case.

If the employee's test results are positive, the employee will be referred to and disciplined in accordance with the Fitness for Duty Program (*see below*). If the employee's test results are negative, the investigation will be closed by the Fitness for Duty Coordinator.





### Post-Accident

Employees involved in a vehicle accident as defined under Section 16.04 of this Manual, must follow the reporting procedures outlined in that Section. Upon being notified of a vehicle accident by the employer's supervisor and/or Protective Services, the Fitness for Duty Coordinator will consult with the appropriate parties and determine whether a drug and/or alcohol test is appropriate.

If the Fitness for Duty Coordinator determines that a drug and/or alcohol test is appropriate, the Fitness for Duty Coordinator or a representative from Protective Services will meet the employee at the accident site and take him or her directly to an approved testing facility. If the employee needs to seek immediate medical attention, the Fitness for Duty Coordinator will attempt to contact the medical facility where the employee seeks treatment in order to arrange for a drug and/or alcohol test of the employee.

If the employee refuses to submit to the test or leaves the testing site at any point prior to being tested, the employee will be treated as having tested positive and will be referred to and disciplined in accordance with the Fitness for Duty Program (*see below*). Upon conclusion of the test, the Fitness for Duty Coordinator will determine whether the employee will be taken back to his or her worksite or residence. The leave status of the employee during this period of time will be determined by the County in light of the particular circumstances of each case.

If the employee's test results are positive, the employee will be referred to and disciplined in accordance with the Fitness for Duty Program (*see below*). If the employee's test results are negative, the investigation will be closed by the Fitness for Duty Coordinator.

Employees involved in a non-vehicle related accident on work time may be required to submit to a drug and/or alcohol test pursuant to the County's Workers' Compensation Procedures (Section 12.02). The results of the drug and/or alcohol test, or the employee's refusal to submit to the test may affect the employee's eligibility for compensation and benefits pursuant to Revised Code Section 4123.54 and Chapter 4121 of the Revised Code and will subject the employee to the provisions of the County's Fitness for Duty Program (*see below*).

### Commercial Driver License

In accordance with rules issued by the U.S. Department of Transportation (49 C.F.R. 382), the Ohio Department of Transportation (Section 4506 of the Ohio Revised Code) and the County's Drug-Free Workplace Program, employees who are required by the County to have a Commercial Driver License (CDL) are subject to drug and alcohol testing.



*Fitness for Duty Program*

New-hire probationary employees are not eligible to participate in the Fitness for Duty Program. If a new-hire probationary employee tests positive for drugs or alcohol under any of the above-cited testing procedures, he or she will be immediately removed from employment with the County.

All non-new-hire probationary employees who test positive for drugs and/or alcohol pursuant to a “reasonable suspicion” or “post-accident” test will be enrolled in the Fitness for Duty Program on a case-by-case basis. If the employee declines or fails to successfully complete the Program, he or she will be removed from their employment with the County based on the positive test.

Employees enrolled in the Fitness for Duty Program will be required to submit to intensive outpatient treatment through the County’s EAP. Employees who refuse or neglect to seek treatment will be in violation of the terms of their Fitness for Duty Agreement and will be removed from employment with the County. The employee will also be subject to random drug/alcohol tests for the duration of the two-year (2) program. If the employee tests positive for drugs and/or alcohol at any time during that two-year (2) period or refuses to submit to a random test, the employee will be considered in violation of the Fitness for Duty policy and will be removed from employment with the County. If the employee complies with all requirements of the program and does not test positive during the two-year (2) period, he or she will return to regular status.

An employee who is concerned about a substance abuse problem may voluntarily enroll in the Fitness for Duty Program at any time. Employees who voluntarily enroll, will not be subjected to the above referenced policy unless they test positive for drugs or alcohol while in the program.

An employee whose performance is below standard or who has violated a work rule cannot avoid discipline by enrolling in a treatment program or by enrolling in the Fitness for Duty Program.



## **7.05 Fitness for Duty – Physical and Mental Health**

The County may require that an employee submit to medical or psychological examinations for purposes of determination of the employee's fitness for duty. If a Department Director, in consultation with Human Resources, determines that an employee's behavior and/or condition warrants a Fitness for Duty Examination, the Department Director shall complete a Medical Examination Request Form and submit it to Human Resources. Upon receipt of the Examination Request Form, the employee will be scheduled for an examination with an appropriate licensed practitioner. The employee will be notified of the date and time of their examination. At the sole discretion of the Director of Human Resources, the employee may be placed on paid administrative leave pending the results of the examination. The employee will be required to adhere to all requirements of employees on paid-administrative leave (*see Note Box on p. 101*).

An employee's refusal to submit to an examination or the unexcused failure to appear for an examination amounts to insubordination, which may result in discipline, up to and including removal. An employee will be responsible for the costs associated with an unexcused failure to appear at a scheduled examination.

Upon completion of the examination, the County will receive a report outlining the physician's opinion regarding the employee's fitness for duty. The employee will also receive a copy of the physician's report unless the physician determines that the disclosure of the information is likely to have an adverse effect on the employee, in which case the information shall be released to a physician, psychiatrist, or psychologist who is designated by the person or by the person's legal guardian. If the physician determines that the employee is fit for duty, the employee shall return to work on the day immediately following the day they are notified of the physician's findings or as soon as practicable. Failure to return to work will subject the employee to discipline pursuant to the Attendance Control Policy (*see Section 14.03*).

If the physician determines that the employee is not fit for duty, the employee will not be returned to work and will be taken off paid administrative leave and will be required to use their accrued paid leave (sick, vacation, exchange time, and/or compensatory time) or go on an unpaid leave in accordance with Section 9.09 of this Manual. The employee will remain off work while the medical conditions identified by the physician remain unresolved. The employee should submit medical documentation from their treating physician to the Fitness for Duty physician. The Fitness for Duty physician will determine whether the treatment provided renders the employee fit for duty and able to return to work in their job classification.

Once the employee exhausts all of their paid and unpaid leave, the County will move forward with disability separation proceedings pursuant to Section 5.19 of this Manual.

**NOTE:** An employee that is determined to be not fit for duty may be eligible for disability retirement through OPERS. Please refer to Section 5.20. for more information on disability retirement through OPERS.



## **7.06**      **Safety Policy**

All County employees are charged with the responsibility of promoting the safety and security of fellow employees and the general public who come in contact with the County services and facilities.

All employees and contractors of the County are expected to conduct their duties in a safe manner, aimed at preventing or minimizing injuries and property damage throughout all County operations. Each employee must operate safely, use equipment, tools and materials properly and be totally familiar with work rules and procedures for his or her areas of responsibility. Each employee shall take an active part in the identification and reporting of hazards. Supervisors shall actively participate in the assessment and resolution of hazards and shall fully cooperate with Central Services and Protective Services to eliminate or control hazards in all areas of County facilities.

## **7.07**      **Workplace Violence**

Threats, threatening behavior, or acts of violence against employees, clients, or guests by anyone on County property will not be tolerated. In addition to applicable criminal penalties, employees who violate this section may be subject to discipline, up to and including removal. The County reserves the right to remove anyone who engages in violent or threatening behavior from the premises and may require that they remain off the premises pending the outcome of an investigation and/or as long as they are still considered a threat.

**Employees should immediately contact Protective Services at (216) 443-2141 or 1-888-81-HELPU (43578), and/or the appropriate law enforcement authority (911) if an employee (or guest/client) is creating or communicating a threat of violence. Employees that fail to report such threats will be subject to disciplinary action, up to and including termination of employment.**

Employees with a criminal or civil protective or restraining order which lists company locations as being protected areas are responsible for providing a copy of such documents to Protective Services and Human Resources. Human Resources may meet with the employee and offer EAP or other services that might assist the employee.



## **7.08            Mediation Program**

Mediation is a voluntary process in which a neutral third person (“the mediator”) assists individuals in resolving their conflicts. The mediator assists the parties in clarifying, discussing, and resolving the issues that created the conflict. The mediator, however, will not judge the parties or make decisions for them. The County has established a mediation program to prevent the progression and escalation of inter-personal conflicts and to help employees respond to conflict in an effective and positive manner. It is the desire of the County that employees make use of the mediation service before conflict affects the quality of work relationships or results in workplace violence.

The County mediation program is available to all County employees at all levels and can be requested by either party at any time. County management may also refer employees to the mediation program when appropriate. Mediation communication is confidential to the extent allowed by law. Communication that is never confidential, however, includes signed agreements between the parties, threats of bodily injury, plans to commit a crime and complaints of mediator misconduct. Participation in the County Mediation Program does not exempt employees from following County policies and procedures and will not delay any pending discipline. The County reserves the right to take disciplinary measures where standard rules of conduct are violated or where behavior deteriorates to unacceptable levels.

**Employees interested in participating in or learning more about the County Mediation Program should contact Human Resources, Employment Relations Division, at (216) 443-7190 or TTY (216) 443-7002.**

## **7.09            Wellness Programs**

The County is committed to their employees maintaining good health. To that end, at the sole discretion of the County, wellness opportunities may be periodically offered to employees, including:

- Lunch and learn programs;
- Fitness classes (e.g., aerobics or body sculpting);
- Flu shots at discounted prices;
- Discounted fitness club memberships;
- Health screenings (e.g., mammograms, cholesterol, hypertension);
- Annual wellness fair;
- Health risk assessment;
- Certain preventative care covered at 100% through benefits; and/or
- Discounts on medications for asthma, cholesterol, diabetes and hypertension;

Employees will be notified of these offers as they become available.



## **7.10      Sustainable Cuyahoga County**

The County is committed to sustainability and sustainable development as defined in the Brundtland Commission Report, *Our Common Future*, 1987:

"Sustainable development is development that meets the needs of the present without compromising the ability of future generations to meet their own needs."

Critical to this is the financial balance of the "triple bottom line" - measuring success through economic, environmental, and social equity.

### Office Practice

The County encourages all employees to seek opportunities to incorporate sustainable principles in work and home life. Some examples include:

- Conserve energy by turning off lights, adjusting thermostats, and turning off equipment when not in use;
- Reduce, Reuse and Recycle products to reduce waste and conserve natural resources;
- Buy local;
- Use public transportation, reduce vehicle idling, and use fuel efficient vehicles; and
- Increase personal wellness.

Information regarding county sustainability programs such as recycling may be found on the County intranet, Sustainability Office website links, as well as by direct notifications.

### Climate Change and the "Carbon Footprint"

On November 15, 2007, the County adopted a resolution making a Climate Stabilization Declaration to:

"Work closely with local, state, and federal governments and other leaders to reduce county geographical greenhouse gas (GHG) emissions to 80 percent below current levels by 2050..."

As a result of this declaration, a mid-term goal was set to achieve 20 percent reduction in emissions by June 22, 2019. In furtherance of this declaration, the County is reducing its annual "carbon footprint" or ecological footprint through reduction in use of fossil fuels such as coal, oil & gas that produce greenhouse gas emissions. The sum total direct use of fuels and indirect use through procurement of products and services equal ones "carbon footprint".



## **7.11 Lactation Policy**

In compliance with the Fair Labor Standards Act amended by the Patient Protection and Affordable Care Act (Effective March 23, 2010), the County will provide comprehensive service including unpaid lactation time, a private space and some workplace support for any employee who is breastfeeding her child for up to one year after the child's birth. Please contact the Human Resources Department to make arrangements.



# Section 8: FAMILY MEDICAL LEAVE ACT (FMLA)

Timesheet Code: FMLA

## 8.01      Definitions

- Active Duty***                      Duty under a call or order to active duty under a provision of law referred to in section 101(a)(13)(B) of title 10, United States Code.
- Adoption***                              Legally and permanently assuming the responsibility of raising a child as one's own. The source of an adopted child is not a factor in determining eligibility for FMLA leave.
- Chronic Serious Health Condition***      A health condition that meets the following criteria:
- Requires periodic visits (at least twice a year) for ***treatment*** by a ***health care provider***, or by a nurse under the direct supervision of a ***health care provider***;
  - Continues over an extended period of time (including recurring episodes of a single underlying condition); and
  - May cause episodic rather than a continuing period of ***incapacity*** (e.g., asthma, diabetes, epilepsy, etc.).
- Conditions Requiring Multiple Treatments***              Any period of absence to receive multiple ***treatments*** (including any period of recovery therefrom) by a ***health care provider*** or by a provider of health care services under orders of, or on referral by, a ***health care provider***, for either:
- Restorative surgery after an accident or other injury; or
  - A condition that would likely result in a period of ***incapacity*** of more than 3 consecutive days in the absence of medical intervention or ***treatment***, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), or kidney disease (dialysis).
- Contingency Operation***              Same meaning as definition provided in section 101(a)(13) of title 10, United States Code.





**Covered Servicemember** Current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical *treatment*, recuperation , or therapy, is otherwise in *outpatient status* or is otherwise on the temporary disability retired list, for a *serious injury or illness* incurred in the line of duty on active duty.

**Daughter** For purposes of FMLA leave taken for birth or *adoption*, or to care for a family member with a *serious health condition*, daughter means a biological, *adopted*, or *foster child*, a stepchild, a legal ward, or a child of a person standing *in loco parentis*, who is either under age 18, or age 18 or older and “*incapable of self-care* because of a *mental or physical disability*” at the time that FMLA leave is to commence.

**Forward Rolling Twelve (12) Month Period** The twelve month period measured forward from the date an employee’s first FMLA leave begins.

**Foster Care** 24-hour care for children in substitution for, and away from, their parents or guardian. Such placement is made by or with the agreement of the State as a result of a voluntary agreement between the parent or guardian that the child be removed from the home, or pursuant to a judicial determination of the necessity for foster care, and involves agreement between the State and foster family that the foster family will take care of the child.

**Health Care Provider** A health care provider for purposes of the FMLA includes:

- A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State in which the doctor practices.
- Podiatrists, dentists, clinical psychologists, chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist), and optometrists.
- Nurse practitioners, nurse-midwives, clinical social workers, and physician assistants.
- Christian Science Practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts.
- A health care provider listed above who practices in a country other than the United States, who is authorized to practice in accordance with the law of that country, and who is performing within the scope of his or her practice as defined under such law.

**Inpatient Care** An overnight stay in a hospital, hospice, or residential medical care facility, including any period of *incapacity*.

***Incapable of Self-Care***

Where the individual requires active assistance or supervision to provide daily self-care in three or more of the “activities of daily living” (ADL’s) or “instrumental activities of daily living” (IADL’s). ADL’s include adaptive activities such as scaring appropriately for one’s grooming and hygiene, bathing, dressing and eating. IADL’s include cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephones and directories, using a post office, etc.

***Incapacity and Treatment***

A period of ***incapacity*** of more than 3 consecutive, full calendar days, and any subsequent ***treatment*** or period of ***incapacity*** relating to the same condition, that also involves one of the following:

- ***Treatment*** 2 or more times, within 30 days of the first day of ***incapacity***, by a ***health care provider***.
  - Both ***treatments*** must involve an in-person visit to a ***health care provider***.
  - The first in-person visit must take place within 7 days of the first day of ***incapacity***.
  - Whether the second ***treatment*** visit is necessary must be determined by the ***health care provider*** (i.e., the doctor must request that the employee follow-up).
- ***Treatment*** by a ***health care provider*** on at least one occasion, which results in a ***regimen of continuing treatment*** under the supervision of the ***health care provider***.
  - The initial ***treatment*** requires an in-person visit to a ***health care provider***.
  - The initial in-person visit must take place within 7 days of the first day of ***incapacity***.
  - Whether the ***regimen of continuing treatment*** is necessary must be determined by the ***health care provider*** (i.e., doctor must prescribe the regimen).

***Incapacity***

Inability to work, attend school or perform other regular daily activities due to the ***serious health condition, treatment*** therefore, or recovery therefrom.

***In Loco Parentis***

Those with day-to-day responsibilities to care for and financially support a child, or, in the case of an employee, who had such responsibilities for the employee when the employee was a child. A biological or legal relationship is not necessary.

***Intermittent Leave***

Leave taken in separate blocks of time due to a single illness or injury rather than for one continuous period of time.

<b><i>Next of Kin of a Covered Servicemember</i></b>	The nearest blood relative other than the <b><i>covered servicemember's spouse, parent, son, or daughter.</i></b>
<b><i>Outpatient Status</i></b>	With respect to a <b><i>covered servicemember</i></b> , the status of a member of the Armed Forces assigned to either a military medical treatment facility as an outpatient; or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.
<b><i>Parent</i></b>	A biological, <b><i>adoptive</i></b> , step or <b><i>foster father or mother</i></b> , or any other individual who stood <b><i>in loco parentis</i></b> to the employee when the employee was a <b><i>son</i></b> or <b><i>daughter</i></b> as defined in this section. In-law family members are not covered.
<b><i>Parent of a Covered Servicemember</i></b>	A <b><i>covered servicemember's</i></b> biological, <b><i>adoptive</i></b> , step or <b><i>foster father or mother</i></b> , or any other individual who stood <b><i>in loco parentis</i></b> to the covered servicemember. This term does not include parents "in law".
<b><i>Permanent or Long-Term Conditions</i></b>	A period of <b><i>incapacity</i></b> which is permanent or long-term due to a condition for which <b><i>treatment</i></b> may not be effective (e.g., Alzheimer's, a severe stroke, or the terminal stages of a disease). The individual must be under the continuing supervision of, but need not be receiving active <b><i>treatment</i></b> by a <b><i>health care provider</i></b> .
<b><i>Physical or Mental Disability</i></b>	A physical or mental impairment that substantially limits one or more of the major life activities of an individual.
<b><i>Qualifying Exigency</i></b>	The following types of military-related events may qualify as a "qualifying exigency" for purposes of eligibility for purposes of military-related FMLA leave under this Section: <ul style="list-style-type: none"> <li>• <i>Short-Notice Deployment</i></li> <li>• <i>Military Events and Related Activities</i></li> <li>• <i>Childcare and School Activities</i></li> <li>• <i>Financial and Legal Arrangements</i></li> <li>• <i>Counseling</i></li> <li>• <i>Rest and Recuperation</i></li> <li>• <i>Post-Deployment Activities</i></li> <li>• <i>Additional Activities</i></li> </ul>
<b><i>Reduced Leave Schedule</i></b>	Leave schedule that reduces an employee's usual number of working hours per week or hours per day for a period of time.

**Regimen of Continuing Treatment** Includes a course of prescription medication (e.g., antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition (e.g., oxygen). A regimen of continuing treatment that includes the taking of over-the-counter medications such as aspirin, antihistamines, or salves, or bed-rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a health care provider, is not, by itself, sufficient to constitute a regimen of continuing treatment for FMLA purposes.

**Serious Health Condition** An illness, injury, impairment or physical or mental condition that involves at least one of the following:

- **Inpatient Care;**
- **“Incapacity and Treatment”;**
- Pregnancy or Prenatal Care;
- **Chronic Serious Health Condition;**
- **Permanent or Long-Term Conditions;** or
- **Conditions Requiring Multiple Treatments.**

**Serious Illness or Injury** An injury or illness incurred by a **covered servicemember** in the line of duty on active duty that may render the servicemember medically unfit to perform the duties of his or her office, grade, rank or rating.

**Son** For purposes of FMLA leave taken for birth or **adoption**, or to care for a family member with a **serious health condition**, son means a biological, **adopted**, or **foster child**, a stepchild, a legal ward, or a child of a person standing **in loco parentis**, who is either under age 18, or age 18 or older and **“incapable of self-care** because of a **mental or physical disability”** at the time that leave is to commence.

**Son or Daughter of a Covered Servicemember** The **covered servicemember’s** biological, **adopted**, or **foster child**, stepchild, legal ward, or a child for whom the servicemember stood **in loco parentis**, and who is of any age.

**Son or Daughter on Active Duty or Call to Active Duty** The employee’s biological, **adopted**, or **foster child**, stepchild, legal ward, or a child for whom the employee stood **in loco parentis**, who is on active duty or a call to active duty status, and who is of any age.

**Spouse** A husband or wife as defined or recognized under Ohio law for purposes of marriage in Ohio.

**Treatment** Includes, but is not limited to, examinations to determine if a **serious health condition** exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations.



## **8.02**      **Eligibility Requirements**

Prior to making an application for FMLA under this Section, an employee must meet both of the following conditions to be considered eligible:

- The employee must have completed twelve (12) months of employment with the County. These twelve (12) months do not need to be consecutive; and
- The employee must have worked a minimum of one-thousand two-hundred-fifty (1,250) hours over the twelve (12) month period immediately preceding the commencement of the leave.

An employee returning from National Guard or Reserve military service will be credited with the hours of service that would have been worked, but for the period of military service, towards his or her one-thousand two-hundred-fifty (1,250) hour requirement.

## **8.03**      **Qualifying Conditions**

Eligible employees shall be entitled to a certain amount of FMLA leave (*see* Section 8.04) under any of the following six circumstances:

- Birth of a *son* or *daughter*, and to care for the newborn child.
- Placement with the employee of a *son* or *daughter* for *adoption* or *foster care*.

**NOTE:** Eligibility for leave for birth or placement for *adoption* or *foster care* expires at the end of the twelve (12) month period beginning on the date of birth or placement.

- Because of a *serious health condition* that makes the employee unable to perform the functions of the employee's job.
- To care for the employee's *spouse, son, daughter, or parent* with a *serious health condition*.
- Because of any *qualifying exigency* arising out of the fact that the employee's *spouse, son, daughter, or parent* is on *active duty* (or has been notified of an impending call or order to *active duty*) in the Armed Forces in support of a *contingency operation*.
- To care for a *covered servicemember* with a *serious injury or illness* if the employee is the *spouse, son, daughter, parent* or *next of kin* of the *covered servicemember*. The leave described in this paragraph shall only be available during a single twelve (12) month period.



## **8.04      Amount of Leave**

Except in the case of leave to care for a *covered servicemember* with a *serious injury or illness*, an eligible employee is limited to a total of twelve (12) workweeks of FMLA leave during any *forward rolling twelve (12) month period*.

An eligible employee who is the *spouse, son, daughter, parent, or next of kin* of a *covered servicemember* shall be entitled to a total of twenty six (26) workweeks of leave during a single twelve (12) month period to care for the *covered servicemember*. If an employee uses *covered servicemember* family leave in combination with another form of FMLA leave (e.g., pregnancy leave), the maximum amount of combined FMLA leave that an employee can take in a single twelve (12) month period is twenty six (26) workweeks. In this scenario, though, the other form of FMLA leave can only account for a maximum of twelve (12) workweeks of the combined twenty six (26) workweeks of leave.

**NOTE:** When both spouses are employed by the County, FMLA leave is limited to a combined twelve (12) work weeks during any rolling twelve (12) month period if leave is taken for birth, *adoption*, or placement in *foster care*. This limitation does not apply to leave taken by either spouse to care for the other or for a child if the spouse or child has a *serious health condition*.

In addition, the aggregate number of leave to which both spouses are entitled to is limited to twenty six (26) workweeks during a single twelve (12) month period for *covered servicemember* leave, if the leave is leave for the *covered servicemember* or a combination of leave for the *covered servicemember* and the other forms of FMLA leave.



## **8.05      Coordination With Other Leaves of Absence**

Employers are mandated by law to grant up to twelve (12) weeks of unpaid leave to eligible employees under the FMLA. If an employee qualifies for FMLA leave (continuous or intermittent), any paid leave accrued by the employee shall be applied concurrently to the FMLA leave in the following order:

<b>TYPE OF PAID LEAVE</b>	<b>ASSOCIATED POLICY MANUAL SECTION</b>
Sick	<u>9.03</u>
Vacation	<u>9.02</u>
Compensatory Time	<u>9.04</u>
Exchange Time	<u>9.05</u>

If the medical condition does not qualify under the FMLA, then sick time shall apply in accordance with Section 9.03 of this Manual.

In addition, FMLA will automatically be applied to all employees who meet the FMLA qualifying criteria and utilize the following types of leave:

- Unpaid medical leaves of absence provided to employees by County policy or by any of the collective bargaining agreements;
- Leaves of absence using sick leave that is provided through the Leave Donation Program (Section 9.08); or
- Workers' Compensation leave of absence.

**NOTE:** As is the case with all unpaid leaves, an employee is not entitled to accrue sick or vacation benefits during any unpaid portion of FMLA leave. When the County offers or mandates furlough time, FMLA shall commence after all furlough time has been exhausted.





## **8.06      FMLA Application Procedure**

An employee that would like to request the use of FMLA leave should contact Human Resources. At least thirty (30) days advance notice must be provided before FMLA leave is to begin if the need for leave is foreseeable. In case of emergency, notice must be given as soon as practicable. If an employee fails to give thirty (30) days notice for foreseeable leave with no reasonable excuse for the delay, the County may delay the taking of FMLA leave until thirty (30) days after the date that the employee actually provided notice of the need for FMLA leave.

Completion of an FMLA Medical Certification Form is required whenever an employee requests FMLA leave due to the *serious health condition* of the employee or their *spouse, son, daughter, or parent*. Employees must return the FMLA Medical Certification Form to Human Resources within fifteen (15) calendar days of the employee's receipt of the form. If the certification is incomplete or insufficient, the employee may be required to provide additional information within seven (7) calendar days. Failure to cure the deficiencies identified by the County may result in a denial of FMLA leave. After the FMLA Medical Certification Form has been returned to Human Resources, employees will be notified in writing whether their FMLA request is approved or denied.

For *adoption* or *foster care* placement, legal documentation should be submitted from a court or social service agency.

In any case in which the necessity for leave under the *qualifying exigency* condition is foreseeable, whether because the *spouse, or a son, daughter, or parent* of the employee is on *active duty*, or because of notification of an impending call or order to *active duty* in support of a *contingency operation*, the employee shall provide such notice to the employer as is reasonable and practicable. In addition the request for leave under the *qualifying exigency* condition must be supported by certification deemed sufficient by the Department of Labor.

The County reserves the right to require employees to recertify their conditions periodically upon request. Failure to submit a certification of health care provider form for the re-certification within fifteen (15) calendar days will result in delay or discontinuation of approved FMLA leave until the completed form is submitted.

If an employee needs an extension of FMLA leave, the employee must provide Human Resources notice as soon as practicable of the changed circumstances. Employees shall not be granted an extension beyond the applicable maximum amount of FMLA entitlement.

**NOTE:** Only persons who are authorized by the County may contact the health care provider of an employee to clarify the information in a FMLA Medical Certification Form or to verify its authenticity. **Supervisors and other management representatives may not contact an employee's health care provider.**





## **8.07**      **Continuation of Benefits**

The County will continue to pay its portion of medical and supplemental benefits (vision & dental) when an employee is on FMLA leave. **Employees on FMLA leave are still responsible to pay the employee's contribution for these benefits.** Employees who take paid leave will continue to have their usual payroll deduction for health insurance benefits. **Employees on unpaid FMLA leave will be billed for their usual contribution for medical and supplemental benefits.** The amount billed will be the monthly amount that the employee would normally have paid for health insurance benefits through payroll deduction. Any new or additional coverage or changes in health benefits will be made available to employees on FMLA leave.

Employees on unpaid FMLA leave will also be billed for their life insurance deductions. If a death occurs and life insurance deductions have not been paid while on unpaid leave, death benefits will not be payable to the beneficiary.

## **8.08**      **Intermittent Leave and Reduced Leave Schedules**

*Intermittent leave* or a *reduced leave schedule* may only be granted if:

- There is a medical necessity that can be accommodated by such leave; or
- Because of any *qualifying exigency* arising out of the fact that the *spouse, son, daughter, or parent* of the employee is on *active duty* (or has been notified of an impending call or order to *active duty*) in the Armed Forces in support of a *contingency operation*.

Eligible employees are required to make every reasonable effort to schedule leave so as not to disrupt the operations of their Department. Accordingly, the County may temporarily assign an employee to an alternate position with equivalent pay and benefits if the employee is qualified and the County determines that the alternative position will better accommodate the employee's intermittent leave or reduced leave schedule.

The actual amount of leave taken under an *intermittent* or *reduced leave schedule* shall be counted towards the twelve (12) weeks of FMLA entitlement. For example, a full-time employee who reduces from an eight (8) hour work day to a four (4) hour work day will use (20) hours of FMLA leave each week.

Employees on *intermittent* FMLA leave may be required to periodically provide an updated medical certification form.



## **8.09      Return to Work**

Upon return from FMLA leave, an employee is entitled to be returned to the same position held when leave commenced, or to an equivalent position with equivalent pay, benefits and other terms and conditions of employment. Failure to return to work upon the expiration of the approved leave, without reasonable explanation, may subject the employee to discipline, up to and including removal, under Sections 13 and/or 14 of this Manual.

An employee who has been on FMLA leave because of his or her own *serious health condition* may be required to present medical documentation of his or her ability to return to work. The County may require that an employee obtain a second medical opinion from a physician selected by the County and at the County's expense. If the second medical opinion disagrees with the employee's health care provider, the County's health care provider and the employee's health care provider will select a third health care provider whose opinion shall be final. The County shall pay the cost of the third opinion.

Benefit deductions through payroll resume the first pay period of the month after an employee returns from leave. The Benefits Team requires documentation of the return through use of either a Personnel Action Form (PAN) or Benefits Office Change Form (BOC).



## Section 9: **EMPLOYEE LEAVE** **(General)**

### **9.01      General**

All leaves described in this section are subject to prior approval, unless otherwise noted. Depending on the practice of an employee's respective Department, the employee may be required to complete an Employee Request for Leave Form.

Every request for leave will be given fair consideration in accordance with the following policies and procedures and the staffing needs of the departmental unit. Any leave approved upon a false statement is invalid and any approved leave shall terminate if the reason for granting the leave is no longer applicable. Moreover, employees providing false statements or documentation are subject to discipline, up to and including removal, under Section 13 of this Manual.

Employees are solely responsible to ensure that they have adequate vacation leave, sick leave and/or compensatory/exchange time when taking paid leave.

**NOTE:** Bargaining unit employees should refer to their collective bargaining agreement for information on paid leave.



## **9.02      Vacation Leave**

**Timesheet Code: V**

Each full-time permanent employee, after service of one (1) year with the county or any political subdivision of the State of Ohio, is eligible for vacation leave. Employees accrue vacation leave based on years of service. Vacation accrual for eligible employees is pro-rated based on the number of hours paid in a pay period. One year of service shall be computed on the basis of twenty six (26) bi-weekly pay periods. Overtime hours are not included in the accrual of vacation leave.

Vacation leave is earned during the time the employee is in active pay status. Time spent on unpaid leaves of absence count toward service credit, but employees in unpaid status do not accrue vacation leave.

Employees may carry their vacation leave from year to year, up to a maximum of three years. Once an employee accumulates the maximum allowable vacation balance for the employee's current accrual rate, the employee has a period of one (1) year from the date on which the maximum balance was attained to use the accrued time in excess of the maximum allowable balance. Upon the end of the year period, any time over the maximum amount will be forfeited.

Vacation accrual is computed as follows:

<b>Length of Ohio Public Service Completed</b>	<b>Accrual Rate (hours earned per 80 hours in active status)</b>	<b>Annual Amount (hours earned per 2080 hours in active pay status)</b>	<b>Maximum Accrual Balance (total hours)</b>
Less than 1 year	3.1	80 hours (not awarded until completion of one year of Ohio public service)	N/A
1 year – less than 5 years	3.1	80	240
5 years – less than 15 years	4.6	120	360
15 years – less than 25 years	6.2	160	480
25 years or more	7.7	200	600



**NOTE:** An individual who is appointed by the County as a non-bargaining employee and provides proper documentation of prior service (*See Section 2.04*) is entitled, immediately upon submission of the appropriate documentation, to begin accruing vacation benefits at the rate set forth in this Manual that reflects their prior service level. The employee is also entitled to use such vacation leave at any time during the year in which it is accrued, upon approval from their supervisor.

However, an employee who has retired in accordance with the provisions of any retirement plan offered by the State of Ohio and who is employed by the County on or after June 24, 1987, shall not have prior service for the purpose of computing vacation leave. All employees currently receiving credit for service time prior to June 24, 1987, though, shall continue to receive service credit for such time.

Upon separation from County service, an employee is entitled to compensation for any earned and unused vacation leave to his or her credit at the time of separation.



## **9.03      Sick Leave**

**Timesheet Code: S**

Sick leave may only be used for the purposes set forth in this Section. The use of sick leave is not an entitlement. Sick leave is not another form of vacation or personal leave. Supervisors and management should ensure that sick leave is properly used.

All County full-time, part-time, permanent and temporary employees accrue paid sick leave at the rate of .0575 hours for each hour of service in active pay status. For purposes of this Section, “active pay status” includes vacation, sick, overtime, compensatory time, and holidays. Employees in an unpaid leave status do not accrue sick leave.

**NOTE:** An individual who is appointed by the County as a non-bargaining employee who has a balance of sick leave earned while employed by a political subdivision of the State of Ohio within the past ten years may have the unused sick leave balance credited to their current sick leave balance. See Section 2.03 for more information on the proper procedure for submitting documentation of prior service.

Sick leave is charged in minimum units of one minute. Sick leave payment shall not exceed the normal, scheduled workday earnings, or a maximum of forty (40) hours per week. Employees may not use sick leave that was accrued in the same pay period. In addition, sick leave may not be used to cover absences that occurred prior to the accrual of the leave.

### Permissible Uses

Sick leave shall be granted for absences due to the following reasons and must be approved by management:

- Illness, injury, or pregnancy-related condition of the employee;
- Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees;
- Death of a member of the employee’s immediate family\* (see Section 9.06);
- Examination of the employee, including medical, psychological, dental or optical examination by an appropriate practitioner;
- Illness, injury or pregnancy-related condition of a member of the employee’s immediate family\*; or
- Examination including medical, psychological, dental, or optical examination for a member of the employee’s immediate family\* by an appropriate practitioner where the employee’s presence is reasonably necessary.

[\* For purposes of this Section and Section 9.06, immediate family includes spouse, domestic partner, mother, father, sister, brother, son, daughter, grandmother, grandfather, grandson, granddaughter, mother-in-law, father-in-law, brother-in-law, sister-in-law, a legal guardian or other person who has an “in loco parentis” relationship with the employee, or any other relative residing with the employee.]



Procedure

An employee who is ill and unable to report to work shall notify their supervisor or designee on the first day of absence and each day thereafter, unless emergency conditions prevent such notification or unless the employee submits medical evidence of a planned extended medical-related absence. An employee working in a seven day continuous operation must report their absence two hours prior to their scheduled starting time except when emergency conditions prevent such notification. Other employees must give notice within one half-hour **before** the time the employee is scheduled to report for work unless emergency conditions prevent such notification.

**NOTE:** Upon being put on notice that an employee has been out on sick leave for three or more consecutive days, the employee’s supervisor should immediately contact Human Resources so that they may send out FMLA information to the employee’s home address. Employees should refer to Section 8 for more information on FMLA leave.

Upon return to work, the employee shall follow their Department’s guidelines with regard to completion of the Employee Request for Leave Form. If the need for leave is foreseeable, sick leave should be requested in writing prior to the date or dates that an employee will be scheduled off from work. The County reserves the right to require documentation to support the employee’s sick leave request (i.e., a doctor’s statement) for all absences of three (3) or more days.

An employee’s sick leave balance is provided bi-weekly. The employee is solely responsible for knowing his or her balance. Taking time off without sufficient leave to cover the absence may lead to the accrual of AWOL time (*See Attendance Control Policy, Section 14*).

Prohibited Use

The use of sick leave for any purpose other than its intended purposes is considered abuse of sick leave. Examples of abuse of sick leave include, but are not limited to the following:

- Calling in sick when one of the above cited reasons for using sick leave does not exist;
- Reporting illness in the immediate family when such illness does not exist;
- Reporting off sick to participate in some other activity or to take care of personal business;
- Establishing a pattern of reporting off sick, reporting tardy, or leaving early on certain days of the week, on days following regular days off (e.g., weekends), or on the day before or after a holiday or previously scheduled vacation; or
- Failure to follow the rules and regulations regarding the use of sick leave and reporting procedures.



**If a supervisor or management official has a reasonable suspicion that sick time is being abused, either on an individual case or by virtue of a demonstrated pattern, he or she should immediately consult with Human Resources.** Human Resources may then require an employee to provide a physician's statement or other appropriate documentation to support the use of sick leave. If it is determined that the employee abused his or her sick leave, Human Resources may charge the employee with AWOL and may pursue disciplinary action against the employee, up to and including removal.

Unused Sick Leave

Employees will not be paid for unused sick leave upon termination of employment with the exception that upon retirement, an employee with ten (10) or more years of service will receive cash payment for one-fourth (1/4) of the accrued, unused sick leave balance up to a maximum of two-hundred forty (240) hours.





## **9.04      Compensatory Time**

Timesheet Code: **CT**

**NOTE:** See Section 6.08 for information regarding accrual of compensatory time.

As stated in Section 6.08, compensatory time is granted to non-exempt (i.e., overtime eligible) employees. An employee who has requested the use of compensatory time from their direct supervisor shall be permitted to use it within a reasonable time after the request, so long as it does not unduly disrupt the operations of the agency.

Compensatory time not used within one hundred eighty (180) days after it is earned shall be paid to the employee. Upon termination all unused compensatory time is paid out to the employee.

Employees moving from a non-exempt position to an exempt position will receive payment for their accrued compensatory time at the time of the move.

## **9.05      Exchange Time**

Timesheet Code: **ET**

**NOTE:** See Section 6.08 for information regarding accrual of exchange time.

As stated in Section 6.08, exchange time is granted to exempt (i.e., not overtime eligible) employees. Use of accrued exchange time may be granted to the employee by the employee's immediate supervisor at a time mutually convenient to the operation of the County and the employee. Exchange time may not be used in the same pay period in which it was earned.

Exchange time not used within six (6) months of accrual shall expire. At no time shall exchange time be paid out to the employee.



## **9.06      Funeral/Bereavement Leave**

**Timesheet Codes: S/V/CT/ET/ALX**

Sick leave shall be granted for absences due to the death of a member of an employee's immediate family\*. In the event of the death of a member of his or her immediate family\*, an employee shall be granted time off with pay, to be charged against his or her accumulated and unused sick leave, not to exceed five (5) days.

**NOTE:** In the event the employee has no sick time available, the employee may use vacation, compensatory or exchange time. If the employee has no vacation, compensatory or exchange time, the employee may request an unpaid Personal Leave of Absence.

In the event of the death of a relative other than a member of their immediate family\*, an employee shall be granted a leave of absence with pay, to be charged against their accumulated and unused sick leave, for one (1) day to attend the funeral if within the State of Ohio or two (2) days when the funeral is outside the State of Ohio. Any additional time off requested by the employee is subject to the approval of his or her supervisor, manager and/or Department Director.

To be eligible for the above described funeral leave, an employee must attend the funeral, or other obligations related to the death and/or estate, etc. The failure to do so, or a misrepresentation of facts related to funeral leave shall be proper cause for disciplinary action, up to and including removal, as well as forfeiture of pay for the time away from work. The County reserves the right to request documentation of the family member's death and/or documentation establishing the familial relationship between the employee and the deceased family member.

[\* See Section 9.03 for definition of "immediate family".]



## **9.07**

## **Court Leave/HRC Hearings/Jury Duty**

Timesheet Code: **CL**

### *General Provisions*

- Any compensation or reimbursement for jury duty or for court attendance compelled by subpoena, when such duty is performed during an employee's normal working hours, shall be remitted by the employee to their Department Director or supervisor for transmittal to the County Treasurer.
- In order to be approved for court leave under this Section, the employee shall furnish a copy of the court/HRC notification or jury summons to their supervisor prior to their appearance date(s).
- Unless there will be less than one (1) hour left in the employee's regularly scheduled work day upon reporting to work, an employee out on approved court leave is required to immediately report to work after the court appearance is completed. (e.g., an employee on an 8:30 – 4:30 schedule who is released from jury duty at 1 p.m. is required to immediately report to work.)

### *Court Leave*

An employee may be granted court leave with full pay if all of the following conditions are met:

- The legal matter is work related;
- The employee is not a party to the legal matter; **and**
- The employee is requested by the County to appear or is subpoenaed to appear before any court, commission, board or other legally constituted body authorized by law to compel the attendance of witnesses.

If any of these conditions are not met, the employee is not entitled to court leave. An employee not entitled to court leave, however, may use vacation leave, compensatory/exchange leave for purposes of appearing before a court or other legally constituted body in a matter in which he or she is a party or witness. Such instances would include, but not be limited to, criminal or civil cases, traffic court, divorce proceedings, custody, or appearing as directed as parent or guardian of juveniles.

### *HRC Hearings*

An employee who is the appellant or is requested to appear in any action before the HRC and is in active pay status at the time of the scheduled hearing before the Commission, shall be granted court leave with full pay for purposes of attending the hearing. The employee, however, shall not be granted any mileage, travel or other related expenses for the hearing.

### *Jury Duty*

Court leave with full pay shall be granted to any employee who is summoned for jury duty by a court of competent jurisdiction.

**NOTE:** For information regarding appearance at Industrial Commission (i.e., workers' compensation) hearings, please see Section 12.02.



*Section 9.07*

## **9.08 Leave Donation Program**

Timesheet Code: **SLD**

County employees may donate accrued sick or vacation leave to a fellow County employee who has a serious health condition as defined under the FMLA and are in critical need of time off due to the condition. FMLA leave will run concurrently with the donated leave time.

An employee may receive donated leave provided that:

- The employee is first approved for FMLA leave that removes them from the workplace for fifteen (15) consecutive work days for their *own* serious health condition. Employees on intermittent FMLA leave do not qualify to participate in the program;
- Has exhausted all sick leave, vacation leave and compensatory/exchange time; and
- Has not had any discipline for attendance within the previous year.

An employee may donate accrued sick or vacation leave provided the donating employee:

- Voluntarily elects to donate leave to a designated recipient, who has qualified for the donation program, and does so with the understanding that donated leave which is used by the designated recipient will not be returned;
- Retains a sick balance of at least one hundred twenty (120) hours **after their donation**; and
- Is in active pay status at the time their sick time is to be used;

Employees interested in receiving donated time should contact Human Resources. Employees who qualify may receive leave through the Leave Donation Program for up to twelve (12) weeks. An employee's supervisor or representative may, with the written permission of the employee who is in need of leave or a member of the employee's immediate family, inform an employee's co-workers of such need for leave. When an employee has exhausted all donated time they will be placed on an unpaid extended sick/medical leave or may be separated in accordance with this Manual or their collective bargaining agreement.

**Donation of leave time is strictly voluntary. Any employee who feels that they are being pressured to donate leave time should file a General Employee Complaint (See Section 17.03).**

**NOTE:** Employees that are denied participation in the Leave Donation Program may file an appeal in writing to the Director of Human Resources.



## **9.09      Unpaid Leaves of Absence**

The County offers employees three types of unpaid leave: (1) New-Hire Administrative Leave of Absence; (2) Personal Leave of Absence; and (3) Extended Unpaid Sick/Medical Leave. Depending on the practice of an employee's respective Department, the employee may be required to complete an Employee Request for Leave Form to request an unpaid leave of absence.

Any leave approved upon a false statement is invalid and any approved leave shall terminate if the reason for granting the leave is no longer applicable. Moreover, employees providing false statements or documentation are subject to discipline, up to and including removal, under Section 13 of this Manual.

An employee on an unpaid leave of absence does not accrue sick or vacation leave. In addition, time spent on an unpaid leave of absence does not count towards an employee's new hire or promotional probationary period. However, the time spent on an unpaid leave of absence is counted in determining length of service for purposes of vacation eligibility, annual step increases and layoff purposes, provided the employee is properly returned to service and is not serving a probationary period.

**NOTE:** With the exception of Extended Unpaid Sick/Medical Leave taken concurrently with FMLA leave, an employee in an unpaid status on the first day of a month will not receive health care coverage and related benefits unless he or she elect to pay the entire expense. The employee may be required to pay up to one-hundred and two percent (102%) of the entire health insurance and related benefits premium costs to retain his or her benefits status.

**The total amount of time for all leaves under this section shall not exceed six (6) months in any forward rolling twelve month period.** Employees are responsible to ensure that they have received proper approval when taking unpaid leave.

Failure to return to work upon the expiration of the approved leave, without reasonable explanation, may subject the employee to discipline, up to and including removal.

**NOTE:** An employee who fails to return to service from an unpaid leave of absence and who is subsequently removed or voluntarily resigns from service shall not receive service credit for the time spent on such leave and is deemed to have a termination date corresponding to the starting date of the unpaid leave of absence.

An employee may be permitted to return to work prior to the originally scheduled expiration of the leave if such earlier return is agreed to by both the employee and Human Resources. Upon completion of an unpaid leave of absence, the employee shall be returned to the same or similar position within the employee's former classification. If the employee's former classification no longer exists, the employee shall be placed in a classification similar to that formerly occupied.



New-Hire Administrative Leave of Absence

**Timesheet Code: ALX**

An administrative leave may be granted to a newly-appointed employee if they need to take time off from the job due to extenuating circumstances, subject to the following limitations:

- New-hire administrative leave is unpaid;
- New-hire administrative leave may only be granted during a newly-appointed employee's first year of employment with the County;
- Prior approval must be received from the newly-appointed employee's Department Director;
- New-hire administrative leave may only be granted when all appropriate accumulated paid leave time (e.g., sick leave, vacation, and compensatory/exchange time) leave has been exhausted; and
- An employee is limited to a total of 80 hours of new-hire administrative leave.

Personal Leave of Absence

**Timesheet Code: LOA**

A personal leave of absence involves a temporary separation from active pay status, authorized by the County. Such leave must be for a minimum of ten (10) working days, but may not exceed a maximum period of six (6) months, with no extension or renewal allowed.

A personal leave of absence may only be granted when all appropriate accumulated leave (vacation leave and compensatory/exchange time leave) has been exhausted.

A personal leave of absence must be requested by the employee in writing and must be approved by the employee's Department Director. The request shall state reasons for taking the leave and the dates for which such leave is being requested and shall be accompanied by any necessary supporting documentation. Every request for leave will be given fair consideration in accordance with the following policies and procedures and the staffing needs of the departmental unit.

Extended Unpaid Sick/Medical Leave

**Timesheet Code: LOA**

An employee who is unable to perform any of the essential functions of his or her position due to disabling illness, injury or condition, and the disability continues after the employee has exhausted his or her accumulated sick leave benefits, may be granted a leave of absence without pay for a period of up to six (6) months upon presentation of evidence as to the probable date for return to active work status.

The following additional criteria must be met in order to be granted leave under this section:

- The employee's absence will be at least five (5) consecutive workdays;
- The employee must demonstrate that the probable length of absence will not exceed six (6) months; and
- The employee must present to Human Resources, at the time the request is made, a licensed physician's report stating diagnosis, prognosis, and probable period for which the employee will be unable to perform the essential job duties of their position.



FMLA leave for eligible employees shall run concurrently with leave taken under this Section if the reason for leave qualifies under the FMLA.

If the employee is unable to return to work after expiration of the six-month period, the employee may be given a disability separation in accordance with Section 5.19 of this Manual or may apply for OPERS disability retirement, if qualified (*See Section 11.06* for contact information for OPERS).



## **9.10      Maternity/Paternity Leave Policy**

Maternity leave permits parents who have care giving responsibilities to have time off to spend with a child newly added to the family. In the event of female employees' pregnancy and male employees' wives' pregnancy, they shall be granted leave of absence from work for maternity purposes.

Cuyahoga County is firmly committed to protecting the rights of expectant mothers and complying with Title VII of the 1964 Civil Rights Act as amended by the Pregnancy Discrimination Act of 1978. Cuyahoga County's policy is to treat women, and men whose wives are affected by pregnancy, childbirth or related medical conditions in the same manner as other employees unable to work because of their physical condition in all employment aspects, including recruitment, hiring, training, promotion and benefits.

Further, the County fully recognizes eligible employees' rights and responsibilities under the Family and Medical Leave Act (section 8.0 of the County Personnel Policies and Procedures Manual),

In an effort to treat all employees equally, the County will provide a maternity/paternity leave of absence for those employees who do not meet the requirements of the Family and Medical Leave Act (Section 8.0). The leave will not exceed twelve (12) weeks. The employee may use any accrued sick or vacation time concurrent with the approved leave. Requests (with supporting medical certification) must be made to Human Resources thirty (30) days prior to the expected date of delivery or as soon as practical.

At the conclusion of the twelve (12) weeks, additional leave request of a medical necessity will be reviewed in conjunction with current leave policies.

**If both spouses are employed by the County while neither of them meets the eligibility of FMLA, the unpaid leave is limited to a combined twelve (12) weeks.**

**Note: An employee on an unpaid leave of absence does not accrue sick or vacation leave. In addition, time spent on an unpaid leave of absence does not count towards an employee's new hire probationary period. See Section 5.07 for more detail.**

Pregnant employees may continue to work until they are certified as unable to work by their physician. At that point, pregnant employees are entitled to receive benefits according to Section 11.3 (Benefits During Unpaid Leaves of Absence) of the County's Personnel Policies and Procedures Manual).





**Note:** An employee in an unpaid status on the first day of a month will not receive health care coverage and related benefits unless he or she elects to pay the entire expense. The employee may be required to pay up to one-hundred and two percent (102%) of the entire health insurance and related benefits premium costs to retain his or her benefits status. Contact the Benefits Department at (216) 443-3539 for more information.

The employee is entitled to be reinstated with full seniority to the same or equivalent job with no loss of service or other rights or privileges provided the employee contacts the County within thirty (30) days after the birth and indicates a return-to-work date with a certificate from the employee's physician as to fitness to perform the duties. Should the employee not return to work within the approved time frame the employee will be considered to have voluntarily terminated employment with the County

**Employees will be able to reserve 40 hours of sick time to be utilized upon their return from an approved FMLA Maternity or Paternity Leave.**



## Section 10: **MILITARY LEAVE**

**NOTE:** County Employees who are related to members of the Armed Forces, including members of the National Guard or Reserves, should be aware that they may be eligible for military-related FMLA leave. Please see Section 8. for more information regarding military-related FMLA leave.

### **10.01      Military Leave With Pay (Military Reserve Leave)**

Timesheet Code: ML

Permanent County employees who are members of the Ohio National Guard, the Ohio defense corps, the Ohio naval militia, or any other reserve component of the United States armed forces, are entitled to a leave of absence from their duties without loss of pay for a period or periods not to exceed twenty-two (22) working days (176 hours) in any one calendar year, provided they are called for field training or active duty. This service does not need to be in one continuous period. The maximum number of hours for which payment under this provision will be made in any calendar year is one-hundred seventy-six (176).

Any military pay received for this twenty-two (22) or less day period of military service shall have no effect on pay from the County. This twenty-two (22) day period of military leave will not affect accrual of sick leave or vacation credits. The employee will continue to accrue sick leave and vacation credits at the normal rate.

An employee who is entitled to leave provided under this Section, and who is called or ordered to the uniformed services for longer than a month, for each calendar year in which the employee performed service in the uniformed services, because of an executive order issued by the governor pursuant to the Revised Code is entitled, during the period designated in the order or act, to a leave of absence and to be paid, during each monthly pay period of that leave of absence, the lesser of the following:

- The difference between the employee's regular gross monthly wage or salary and the sum of the employee's gross uniformed pay and allowances received that month; or
- Five hundred dollars (\$500).

No employee, however, shall receive payments pursuant to the above paragraph if the sum of the employee's gross uniformed pay and allowances received in a pay period exceeds the employee's regular gross wage or salary. In order to obtain any paid leave under this Section, the employee must submit to Human Resources a copy of military orders or other statement in writing from the appropriate military authority as evidence of a call to training or duty.



## **10.02      Unpaid Military Leave**

Timesheet Code: **MLX**

Pursuant to the Uniformed Services Employment and Reemployment Rights Act (USERRA), an eligible County employee shall be granted, upon giving notice to his or her Department and Human Resources, a leave of absence to serve in the uniformed service, as defined in the Revised Code. This leave shall be without pay and shall be considered as a leave of absence from service with reinstatement rights. No single leave of absence or combination of uniformed service leaves of absence may exceed five (5) years or a single, longer period required to complete an initial period of obligated service.

Employees on military leave without pay for up to thirty (30) days must be given the option of making direct payments of the employee's share of the health insurance premium. Employees with longer periods of service will be given the option of continuing health care coverage and related benefits for up to twenty-four (24) months. Such continuation shall be at the employee's expense.

**NOTE:** the employee may be required to pay up to one-hundred and two percent (102%) of the entire health insurance and related benefits premium costs.

Employees on military leave who are reinstated to employment with the County pursuant to this Section are entitled to immediate reinstatement of health insurance for the employee and any other individual who is covered by such plan by reason of the reinstatement of the coverage for the employee, with no waiting period and no exclusion of preexisting conditions, except for service-connected illness or injury. Even if the employee does not elect to continue health coverage during his or her military service, he or she will have the same right to immediate reinstatement of health insurance.

Employees returning from military service will be reinstated in the job that they would have attained had they not been absent for military service and with the same seniority, job status and pay, as well as other rights and benefits determined by seniority. The County will make all reasonable efforts to enable returning employees to refresh or upgrade their skills to enable them to qualify for reemployment. If refresher training is not successful, the County will reinstate the employee in a position that most nearly approximates that position originally held.

An employee returning from military leave must apply for reinstatement to their Department or Human Resources within the following time frames:

- Leave of less than thirty (30) days – the employee must report back to work at the next regularly scheduled shift on the day following release from the military, safe travel home, and eight (8) hours of rest.
- Leave of thirty-one (31) to one hundred eighty (180) days – the employee must apply for reinstatement within fourteen (14) days following release.
- Leave of one hundred eighty-one (181) days or more – the employee must apply for reinstatement within ninety (90) days after release.



Failure to return to work or apply for reinstatement in accordance with these time limits does not necessarily forfeit the employee's reinstatement rights, however, the employee will be subject to the County Attendance Control Policy (Section 14).

Following a period of service of thirty-one (31) days or more, employees will be required to provide documentation to the County which establishes the following:

- The timeliness of the employee's application for reinstatement;
- That the employee has not exceeded their cumulative 5-year limit of military leave; and
- That the character of their discharge or separation from uniformed service does not meet one of the types set forth in 20 CFR 1002.135.

If the documentation is not readily available, or does not exist, the County will not deny reinstatement, however, if the documentation later becomes available and it shows that the employee did not qualify for reinstatement, the employee will be immediately removed from employment.

For employees who were disabled while on military duty, or if a pre-existing disability is aggravated by military service, the County will make reasonable efforts to accommodate the disability (*See Section 4.07* for more information on disability accommodations.)

If the employee's service was one-hundred eighty-one (181) days or more, they are protected from discharge, except for cause, for one (1) year. If the employee's service was for thirty-one (31) to one-hundred eighty (180) days, the period of protection from discharge, except for cause, is one-hundred eighty (180) days.

Employees may elect to use any vacation leave they have accrued for a period of unpaid military leave. Use of vacation is strictly optional. Employees on unpaid military leave do not accrue sick or vacation leave.



# Section 11: BENEFITS

## 11.01      Health Care Benefits

The County's comprehensive benefits program consists of group medical, prescription, dental, vision, life insurance and flexible spending accounts.

**NOTE:** Part-time employees hired on or after January 1, 2008 are not eligible for County provided health care benefits. Part-time employees who were receiving County health care benefits prior to January 1, 2008 will continue to remain eligible to receive health care benefits.

New employees have thirty (30) days from their hire date to make their benefit elections and to submit documentation regarding dependents. Under most circumstances, if an employee fails to make benefit elections within that time period, the employee will have to wait until open enrollment to elect benefits.

New employees shall be eligible to receive health care benefits on the first day of the month following their date of hire. The costs of the employee's selected benefits plans are shared between the employee and the County. The County will make its first contribution on the first payroll deduction for the first month following the employee's hire date. Employees, at their own expense, can elect to begin medical, dental, vision and flexible spending account coverage on the first day of hire. Employees who choose this option are responsible for 100% of the cost of their benefits.

Employees who take a leave of absence during any benefits waiting period may incur a delay in the effective date of County paid benefits. The new effective date will be calculated from the day the waiting period is completed.

The County's health benefits may cover an employee's spouse and dependent children, domestic partner, and the dependent children of the employee's domestic partner. To be covered, children must be under age twenty-six (26) or some different age as established by state and federal law, unmarried, and legal dependents of the employee or the employee's domestic partner. Health benefits may also cover certain other dependent children if the employee has legal guardianship, as outlined in each of the County's group insurance carrier contracts. No dependent can be covered by more than one County sponsored benefit plan. Documentation is required before dependents can be added.



1. **Domestic Partnership:** A Domestic Partnership is defined as the exclusive, non-married, intimate, committed relationship of two adults of the same sex who share a common residence and the responsibility for each other's common welfare. An employee's Domestic Partner is eligible for health benefits upon satisfactory proof of the Domestic Partnership through (1) a sworn Affidavit of Domestic Partnership and (2) supporting evidence to the Department of Human Resources.
  - (a) **Mandatory Sworn Affidavit under Penalty of Perjury:** To satisfy the Sworn Affidavit requirement, both the employee and his/her Domestic Partner shall submit sworn affidavits, under penalty of perjury, attesting to the following:
    1. Each individual is 18 years of age or older;
    2. Both individuals are in an exclusive, committed, intimate relationship;
    3. Both individuals intend to continue this exclusive, committed, and intimate relationship for life;
    4. Both individuals have shared a common residence for at least six (6); months and continue to share the common residence without interruption;
    5. Both individuals share joint responsibility for each other's common welfare, including providing and/or payment of basic living expenses such as food, shelter and other necessities of life;
    6. Neither individual is married to any other individual;
    7. Neither individual is in a civil or any other similar relationship with any other individual;
    8. Neither individual is part of an existing domestic partnership with any third party;
    9. The individuals are not related to one another by blood in a way that would prevent them from being married to one another in the State;
    10. Both individuals agree that were it not for the legal prohibitions of the State of Ohio that prohibit same-sex marriage, they would be legally married in Ohio.
  - (b) **Mandatory Supporting Documentation in Addition to Sworn Affidavit:** To satisfy the Supporting Evidence requirement, the employee must submit evidence of at least three of the following:
    1. Joint ownership of real estate property or joint tenancy on a residential lease;
    2. Joint ownership of an automobile;
    3. Joint bank or credit account;
    4. Joint liabilities (e.g., credit cards or loans);
    5. A will designating the domestic partner as primary beneficiary;
    6. A retirement plan or life insurance policy beneficiary designation form designating the domestic partner as primary beneficiary;



7. A durable power of attorney signed to the effect that the employee and the domestic partners have granted powers to one another;
  8. A certificate of marriage or other evidence of a civil union from another state.
2. **Termination of Domestic Partnership and Mandatory Notification:** A domestic partnership is terminated if any of the statements sworn to in the Sworn Affidavit is no longer true. If the Domestic Partnership is terminated, the employee must notify the Department of Human Resources within fifteen (15) days of the termination. Failure to notify the Department of Human Resources of the termination will subject the employee to discipline, up to and including termination.

**NOTE:** Effective January 1, 2011, employees may be able to add dependents whose age is greater than 23 to their benefits coverage. Federal rules will allow employees to add dependents who will be covered through the month of their 26th birthday (with proper documentation). The State of Ohio allows dependents to be added following the month of their 26th birthday through the month of their 28th birthday if they meet all the State of Ohio criteria.

If an employee is covered by medical coverage elsewhere, the employee may be entitled to waive County coverage and receive a taxable wage incentive for maintaining non-County coverage. Employees should contact the County Benefits Department at (216) 443-3539 or [benefits@cuyahogacounty.us](mailto:benefits@cuyahogacounty.us) for more information on this incentive.

Employee contributions for health benefits are paid through a pre-tax payroll deduction, both during and after the waiting period.

**Fraud Warning:** Any person who, with intent to defraud or knowing that he or she is facilitating a fraud, submits an application or files a claim containing a false or deceptive statement may be guilty of insurance fraud. Any employee found making false or deceptive statements may be subject to disciplinary action, up to and including removal.

By enrolling in a County benefit plan, an employee agrees to comply with eligibility rules for themselves and for all of their dependents in these plans. The enrolling of ineligible dependents may be considered fraud. An employee may be subject to an eligibility audit during the benefit year. An employee selected for an eligibility audit may be required to submit copies of documentation such as certified birth certificate(s), marriage certificate(s), income tax return(s) and/or other related documentation including affidavits.



## **11.02**      **Open Enrollment**

Open enrollment generally occurs between October and December. Employees must go on line annually to make their elections. Employees who do not make elections on line by the open enrollment deadline will default to the medical plan that the County designates. Once an employee is defaulted to this designated plan, he or she cannot appeal or change this plan unless a qualifying event occurs. Employees are also bound by the deadlines to submit documentation during open enrollment for addition and/or deletion of dependents.

## **11.03**      **Benefits During Unpaid Leaves of Absence**

If an employee is on an unpaid leave of absence, benefits may be maintained. To continue benefits, employees must make required monthly contribution payments which may be greater than those paid by employees in active pay status. Employees should contact the County Benefits Department at (216) 443-3539 or [benefits@cuyahogacounty.us](mailto:benefits@cuyahogacounty.us) for more information on continuation of benefits during a leave of absence.





## **11.04      Changes in Medical Benefits Coverage**

Under most circumstances, employees can only make changes to benefit elections during the annual open enrollment period. After enrollment, revision to an employee's elections is only permitted due to an eligible change in status. Employees must notify Human Resources and complete a Benefits Office Change Form, including attachment of required documentation, within thirty (30) days of an eligible change of status.

Examples of changes of status include:

- Marriage;
- Divorce, legal separation, or annulment;
- Birth, adoption, placement for adoption, or legal guardianship;
- Change of status in child custody;
- Death of dependent;
- A child who is no longer a legal dependent or a dependent reaching age twenty- three (23) (please see note box in Section 11.01 regarding changes to this requirement on or after January 1, 2011);
- Loss of alternate coverage; and/or
- Certain reductions/increases in work hours and or work status (i.e., from part-time to full-time).

**NOTE:** Employees are responsible for notifying the Benefits Division if their legal guardianship ends or if their dependent children get married, leave home with their own job and/or are no longer shown by the employee as a dependent on their income tax returns.

Changes in status can affect the employee's single/family coverage entitlement for medical, prescription drugs, dental and vision, as well as impacting flexible spending accounts and life insurance. In the case of divorce, legal separation and annulment, employees must adjust their covered dependents by removing former spouses within thirty (30) days of divorce, legal separation or annulment. Copies of the first and last pages of the court document must be included. Failure to adhere to this requirement may subject the employee to discipline, up to and including removal.

**NOTE:** Divorced employees who are required by court order to pay benefits for their ex-spouse cannot cover the ex-spouse under County benefits. A separate policy must be purchased outside of County benefits. It is illegal to cover an ex-spouse under County benefits.



## **11.05**      **Continuation of Coverage**

In compliance with Federal COBRA laws, all new employees receive a comprehensive letter concerning their rights with respect to continuing group health care benefits. Generally, a former employee can continue benefits for up to eighteen (18) months, providing that they pay the monthly group rate in addition to a small administrative fee. Some unique situations, as defined by law, may warrant a longer period of up to twenty-nine (29) months. Upon severing employment with the County, eligible employees will receive notification of their COBRA entitlement, duration and payment instruction.

In addition, Federal HIPAA laws require that the County (or its designated agent) provide eligible employees a certificate of group health care coverage. This document may be used as evidence of their insurability to another employer or organization whose group health carrier may otherwise impose an exclusion for certain pre-existing conditions. Employees needing a copy of their certificate of group health care coverage should contact the County Benefits Department at (216) 443-3539 or [benefits@cuyahogacounty.us](mailto:benefits@cuyahogacounty.us).

The County's group term life insurance has two features allowing employees to take a portion or all of their life insurance with them under an individual arrangement with the County's insurance carrier:

- The "conversion provision" allows an employee to convert the basic insured amount, if applicable to their group, and the supplemental coverage into a whole life policy.
- The "portability provision" allows an employee to take the insured amount that is in excess of the basic coverage and create an individual term life policy at the same prevailing group premium. Changes in premium still occur at the same five-year (5) age intervals as when employed.

**NOTE:** The "conversion" and "portability" provisions both involve direct payment to the insurance carrier.

There are deadlines associated with both the "conversion" and "portability" provisions of the County's sponsored life insurance program. The County routinely sends an informative notification concerning preservation of life insurance when employment ends. However, employees should contact the County Benefits Department at (216) 443-3539 or [benefits@cuyahogacounty.us](mailto:benefits@cuyahogacounty.us) prior to separation from employment with the County.



## **11.06      Retirement – Ohio Public Employee Retirement System (OPERS)**

All County employees are required by state law to participate in OPERS through payroll deduction.

Information regarding OPERS is available by contacting Human Resources or by directly contacting OPERS:

**Ohio Public Employee Retirement System**  
**277 East Town Street**  
**Columbus, Ohio 43215-4642**  
**1-800-222-PERS (7377)**  
**www.opers.org**

## **11.07      Death Benefit**

Employees who elect life insurance coverage must complete a Beneficiary Form. Upon the death of an employee or their covered dependents, death benefits will be payable. Contact the County Benefits Department at (216) 443-3539 or [benefits@cuyahogacounty.us](mailto:benefits@cuyahogacounty.us) for more information regarding death benefits.

## **11.08      Optional Additional Employee Benefits**

At the sole discretion of the County, certain additional optional employee benefits may be offered to County employees, including:

- Voluntary benefits, such as accident insurance, whole life insurance with long term care rider, and/or short term disability;
- Discounted RTA bus/transit passes and parking;
- Health and wellness programs; and
- Tuition reimbursement.

County employees will be notified of these offers as they become available.



## **11.09      Flexible Spending Accounts (FSAs)**

Flexible Spending Accounts are offered by the County as an additional benefit. The County offers two types of FSAs: (1) Medical Payment Accounts; and (2) Dependent Care Payment Accounts. More information on both of these plans can be found in the open enrollment material distributed by the Benefits Division or by contacting the Benefits Division at (216) 443-3539 or [benefits@cuyahogacounty.us](mailto:benefits@cuyahogacounty.us).

### *Medical Payment Account (MPA)*

The MPA allows employees to use pretax deductions to pay medical, prescription drug and dental expenses that are not covered by the employee's medical plan (e.g., co-pays, deductibles, orthodontia, etc.). Employees deposit these payroll deductions in a separate account with the County's third party provider. To draw on the account, employees must submit receipts for eligible expenses to the third party provider through use of reimbursement form. The employee will then be reimbursed by the third party provider.

### *Dependent Care Payment Account (DCPA)*

The DCPA allows employees to use pretax deductions to pay childcare expenses. The DCPA works in the same manner as the MPA with regard to submission of receipts and reimbursement form. Childcare services can be provided in or out of the employee's home as long as the sitter is not a dependent that you claim on your income tax. The DCPA covers childcare for children less than thirteen (13) years of age, but also may be used to pay for an incapacitated adult who is dependent on the employee for 50% of their support and who needs care while the employee is at work.

**NOTE:** Employees should be aware that there are strict deadlines associated with the submittal of claims for withdrawal of funds from flexible spending accounts. Employees that fail to submit claims prior to the deadline will forfeit any remaining balances in their flexible spending accounts. More information regarding specific deadlines can be obtained by contacting Human Resources.



## Section 12:

# WORKERS' COMPENSATION

### 12.01      Workers' Compensation Policy

The State of Ohio Workers' Compensation Laws cover County employees. A County employee who sustains a job-related injury or occupational disease may be eligible to receive benefits from the Bureau of Workers' Compensation (BWC).

### 12.02      Employee Procedure

A County employee who is involved in a work-related accident/injury or is diagnosed with an occupational disease must adhere to the following procedure:

1. The employee must immediately notify their supervisor of the work-related accident/injury or occupational disease diagnosis. If the employee is incapacitated, the employee must notify their supervisor as soon as practicable.
2. The employee must complete a Cuyahoga County Accident Investigation Report within 24 hours of the occurrence, unless confined to the hospital. If confined to the hospital, the employee must complete the accident report within 24 hours of release from the hospital.
3. The employee may seek treatment at the medical provider of their choice so long as the provider is BWC certified. If medical care is needed, the employee should obtain a Managed Care Organization (MCO) card from Human Resources for submittal to their provider. If immediate medical care is needed, the employee does not need to obtain a MCO card. Rather, the employee should inform their provider that they have a work-related injury and refer them to the County's MCO, **University Hospitals CompCare ([www.UHCompCare.com](http://www.UHCompCare.com)) 1-800-818-7273**.

**NOTE:** An employee who is involved in a work-related accident/injury may be required to submit to a drug and/or alcohol test pursuant to Revised Code Section 4123.54. The results of the drug and/or alcohol test, or the employee's refusal to submit to the test may affect the employee's eligibility for compensation and benefits pursuant to Revised Code Section 4123.54 and Chapter 4121 of the Revised Code and will subject the employee to the provisions of the County's Fitness for Duty Program (Section 7.04).



Employees who are off work due to a work-related accident/injury or occupational disease are responsible to keep their supervisors notified of their work status and to provide appropriate documentation from their physician. Appropriate documentation includes certification of total disability (BWC Form - C-84) and physician's reports of work ability (BWC Form - Medco-14).

If the employee is released to light or full duty, the employee must provide appropriate documentation from their physician to Human Resources and the County Workers' Compensation Office.

If an employee is required to attend an Industrial Commission hearing, he or she will be given up to two (2) hours of paid leave. The employee must present the Hearing Notice from the Industrial Commission to their supervisor prior to the hearing date in order to be granted the paid leave.

If an employee is required to attend a County or BWC mandated medical examination, he or she will be given up to four (4) hours of paid leave time to attend. The employee must present their supervisor with the written letter from the BWC, MCO or TPA in order to be granted the paid leave.

**NOTE:** Time off for attendance at any medical appointment not mandated by the County or BWC must be covered by the employee's own leave time.



## **12.03      Supervisor Procedure**

Immediately upon receipt of notification from an employee of a job-related accident/injury or occupational disease diagnosis, the supervisor shall:

1. Provide the employee with a “Cuyahoga County Injury Care Packet.” Reporting packets can be obtained from Human Resources. The reporting packets contain the Accident Investigation Report that must be filled out by the employee; and
2. Contact Human Resources to notify them of the incident.

**NOTE:** If the incident in question involves a vehicle accident, the supervisor is also required to contact Fitness for Duty and Protective Services in accordance with Section 16.04 of this Manual.

Upon receipt of the completed Accident Report from the employee, the supervisor shall immediately give the form to Human Resources.



## **12.04      Relationship to Leave Time**

Employees who are off work for more than seven (7) calendar days due to a job-related accident/injury or occupational disease may be entitled to disability benefits through the BWC. It may be several weeks, however, before the BWC determines eligibility and issues the first disability check to an injured employee. County employees who are off work due to a job-related accident/injury or occupational disease have the following options while waiting for the BWC to determine eligibility and issue disability payments:

- **Sick Leave** – An employee may elect to use their accrued sick leave. The employee will continue to receive their full wages and benefits while using sick leave. The BWC, however, will not reimburse an employee for the usage of their sick time (i.e., the BWC will not issue retroactive payment of disability payments to cover the period of time where sick leave was used). In addition, the County will not reimburse or re-credit the employee for the sick time used.
- **Vacation/Compensatory/Exchange/Personal Leave** – An employee may elect to use their accrued vacation, compensatory, exchange or personal leave. The employee will continue to receive their full wages and benefits while using vacation, compensatory, exchange or personal leave. Should the BWC determine that the employee is eligible for disability payments, the BWC will issue retroactive disability payments to cover eligible periods where vacation, compensatory, exchange or personal leave were used. The County, however, will not reimburse or re-credit the employee for the vacation, compensatory, exchange or personal leave time used.
- **Unpaid Workers' Compensation Leave** - Injured employees also have the option of not receiving a paycheck from the county and waiting on BWC wage benefits. However, the decision to go into a no-pay status may affect health care benefits. Should the BWC determine that the employee is eligible for disability payments, the BWC will issue retroactive disability payments to cover eligible periods where unpaid workers' compensation leave was used. Should the BWC determine that the employee is ineligible to receive disability, the employee will not receive any retroactive payment or reimbursement from the BWC or the County.

**In addition, in the event that an FMLA eligible employee suffers lost time of three (3) days or more, the employee will be required to use their available FMLA time to cover up to the first twelve (12) weeks of lost time.**





## **12.05      Alternative Work Program**

### *Policy*

On July 1, 2003, the County passed a Resolution adopting the Cuyahoga County Alternative Work Policy. The passage of this Resolution indicates that the County fully supports the provision of alternative work opportunities for employees who have been injured at work and are eligible for Workers' Compensation Benefits. Employees who have been injured may be able to work for a specific period of time in a modified form of their present job or at a different job assignment.

This policy only pertains to employees with County work related injuries who have been released by their physician for alternative work/light duty. The policy may also be limited based on individual departmental work needs at a particular time.

### *Procedure*

- When an employee is injured, the County's MCO, **University Hospitals CompCare ([www.UHCompCare.com](http://www.UHCompCare.com)) 1-800-818-7273**, will review the employee's medical records and discuss restrictions with the employee's physician (or review Medco-14 form from physician). The MCO will also make available Functional Job Analyses for certain positions for review by the physician. The MCO will then make recommendations on appropriate candidates. A Department may also make recommendations for appropriate candidates. Appropriate candidates will likely miss more than 7 calendar days of work.
- The employee must file a workers' compensation claim with the BWC and complete the County's accident report before being considered for alternative work. However, the County's initial allowance order does not have to be issued prior to participation in the program.
- The County Workers' Compensation Office will work in conjunction with Department management to determine whether there is an appropriate alternative position within the employee's department.
- The Department may object to the assignment if there are already two employees from the Department participating in this program.
- If a bargaining employee is involved, the union will be notified of the assignment. The employee will be notified of their right to union representation regarding the assignment.
- The employee will maintain their current rate of pay and their bargaining status will remain in force. Where possible, all efforts will be made to assign the employee to their regular shift.



- The County Workers' Compensation Office will inform the employee by certified mail in writing of the new assignment, reporting time and work hours. A copy of this letter will be sent to the union (if applicable), Human Resources, Department Director(s) and supervisor(s).
- An employee will be eligible for alternative work for up to sixty (60) calendar days. This initial sixty-day period may be extended by agreement between the Department and employee (or union if a bargaining employee). At no time may an alternative work assignment exceed one hundred twenty (120) days.
- For an employee to be allowed to return to their prior position, the employee must provide a full release from their physician, indicating that the employee can perform the essential functions of the position, with or without accommodation, or have been granted a reasonable accommodation under the ADA. (See Section 4.07 of this Manual for more information on making a request for an ADA Accommodation.)



## **12.06      Wage Continuation Program**

The County Wage Continuation Program is an optional program available for employees who are injured at work and meet specific eligibility requirements. Under the Program, the employee will continue to receive their regular County wages as opposed to receiving workers' compensation disability benefits for up to sixty (60) calendar days while they are recovering from their injuries. The employee will also continue to receive their applicable benefits, including accrual of sick, vacation and retirement credit.

The program is entirely voluntary and the employee may opt out of the program at any time. The employee must meet all eligibility requirements and follow all mandated procedures to participate in the program. **The County reserves the right to make determinations on eligibility on a case by case basis.**

### Eligibility

- Injury or occupational disease must be compensable under Workers' Compensation Laws of the State of Ohio;
- Employee must miss more than seven (7) calendar days of work;
- Employee must fill out a county accident report in accordance with Section 12.02 of this Manual;
- Employee must use a medical provider from either MetroHealth or OccuCenters facilities.
- Employee must fill out a Wage Continuation Form (available from Human Resources), and return it to the County Workers' Compensation Office within 72 hours of the injury/diagnosis. If employee is hospitalized, the employee must return the form within 72 hours of their discharge from the hospital. There will be no retroactive application to this program;
- Employee must submit FMLA paperwork to Human Resources and are required to use their FMLA leave. Employees who are not eligible for FMLA leave are not eligible to participate in this program; **and**
- Employee must agree to participate in alternative work if eligible. The employee's participation in the alternative work program shall be governed by the rules set forth in Section 12.05 of this Manual.

### Procedure

- Upon receipt of the required forms, the Workers' Compensation Office will consult with the employee's supervisor and make a decision to either certify or reject the injury/occupational disease claim.
  - **Rejected** - the employee will not be eligible to participate in the program.
  - **Certified** - the Workers' Compensation Office will enroll the employee in the program.
  - **Certified, but later disallowed by the BWC** - the employee's participation in the program will be suspended until a final decision is issued on the claim. The employee will be required to use accumulated paid leave or FMLA leave during



this period of time if the employee has not been released by their doctor. If the employee does not have sufficient leave time to cover the absence, the employee may be placed on an extended unpaid sick/medical leave.

- If, after the appeals are exhausted, the claim is allowed, leave time used will be refunded.
- The employee's physician will be required to submit both a C-84 and Medco-14 along with an estimated return to work date to the Workers' Compensation Office. The Workers' Compensation Office will use these forms to determine the appropriateness of an alternative work assignment.
- Wage continuation may continue for a maximum of **sixty (60) calendar days** or until the employee's physician releases the employee to either full duty or alternative work, whichever is earlier.
  - The sixty-day limit applies to each injury (i.e., if an employee returns to work after forty-five (45) days of wage continuation, but later needs to be off work again for the same injury – the employee will only be authorized for fifteen (15) additional days of wage continuation. After a total of sixty (60) calendar days of wage continuation, the employee will not be eligible to participate in wage continuation for the same injury for the duration of the participant's service with the County.)
- If the employee is unable to return to work at the end of the sixty-day time period, he or she will be directed to seek benefits from the BWC. The employee will be required to continue on FMLA leave until exhausted.
- An employee may discontinue the program at any time. If the employee decides to opt out of the program, the employee may use his or her accumulated leave time and apply to use the standard Workers' Compensation Program. An employee who has opted out of the program may not opt back in at a later date.

### Medical Treatment

- Employees in the program must use a medical provider from either MetroHealth or OccuCenters facilities. It is recommended that employees with less serious injuries use OccuCenter, and employees with more serious injuries use MetroHealth.
- Any employee who fails to fully comply with his or her treating physicians recommendations, including treatment, medication, therapy, vocational rehabilitation, and/or alternative/transitional work assignment, will be immediately removed from the program and will forfeit any future claim to program benefits. Missing appointments will be considered non-cooperation.
- Employees in the program who are working in an alternative work position will be granted paid leave time for medical or physical therapy appointments with their approved physician. The employee will be required to submit documentation of the appointment to their supervisor, including the time he or she arrived and left the appointment. Failure to submit appropriate documentation will result in the employee being charged with sick leave for the time away from work
- Employees in the wage continuation program who have returned to full duty will be granted up to two (2) hours of leave time per day for medical appointments related to



their work-related injury for up to one (1) year following their date of injury. The appointment must be with their approved physician under this program and the employee will be required to submit documentation in the manner described in the prior paragraph.

*Prohibitions*

- An employee is not eligible to use leave donation while participating in this program.
- Employees in the program shall only be paid for their regularly scheduled hours during the period of disability.
- Employees may not maintain any other employment while collecting wage continuation.
- In the event that the County finds that an employee who has received wage continuation has filed a fraudulent claim, the County reserves the right to discipline the employee pursuant to Section 13 of this Manual, up to and including removal, and to recoup the full worth of all wage and benefit payments rendered to the employee.

**NOTE:** The County reserves the right to modify the wage continuation program at any time.



## Section 13:

# EMPLOYEE CONDUCT POLICY

### **13.01      Guidelines for Appropriate Conduct**

All County Employees are responsible for performing their jobs in a competent, professional manner and for conducting themselves, at all times, in a way that advances the goals of the County and increases public confidence in Cuyahoga County government. This requires County employees to exercise due care and regard for the safety and security of persons and property, and to refrain from behavior which might be harmful to the county's interests, or which violates or conflicts with the county policies and procedures.



## **13.02      Employee Dress/Appearance**

County employees are required to dress in a manner appropriate for their position. Unless otherwise required by their position, employees are generally required to dress in a manner that is “business appropriate.”

Although it is not possible to compile a complete list of acceptable and unacceptable attire, employees should always strive to dress in a way that maintains a business appearance and promotes a positive image and level of professionalism.

Employees should be aware that their respective Departments may have additional rules and regulations or more specific guidelines regarding employee dress/appearance. In determining the appropriate dress standards for individual units, Department management should consider the following factors:

- The nature of the work performed by the unit;
- The likelihood of interaction with the public; and
- Consistency amongst similarly situated units.

Department management has the right to take corrective action when an employee is improperly dressed. An employee who is dressed inappropriately may be sent home to change his or her clothes and may be subject to further discipline under this Section. An employee who is sent home shall be required to use his or her own accumulated vacation, compensatory or exchange leave to cover the time that he or she is away from the worksite to change clothes. In the event the employee has no vacation, compensatory or exchange time, the employee will be placed in AWOL status for the time that he or she is away from the worksite.

Nothing in this policy is intended to abridge an employee’s rights relating to non-discrimination or to hinder the advancement of diversity at the County. The County will reasonably accommodate those employees whose bona fide religious belief or disability requires special attire (*see Section 4.08* for information regarding requests for religious accommodation; *see Section 4.07* for information regarding disability accommodation requests).



### **13.03      Employee Responsibility for County Property**

Employees shall not abuse, neglect, waste or misappropriate County property. All employees are responsible for the proper care of any tools, materials, equipment or vehicles assigned for the performance of their jobs. No County tools, equipment, materials or vehicles shall be used for any purpose other than authorized work-related activities. No County tools, equipment or materials shall be taken from the worksite for any purpose unless specifically authorized by the employee's supervisor and/or management. Any violation of these requirements may subject an employee to discipline, up to and including removal.

Upon separation from County employment, employees must return to their Department Management all County-issued cell phones, pagers, computers, keys, uniforms, and other such equipment. In addition, employees must return their ID badges to Human Resources.





## **13.04 Recording of Conversations**

The County has established the following guidelines for the recording of telephone conversations, office meetings and office conversations concerning County business. Any violation of this Section could result in disciplinary action, up to and including removal.

### **Telephone Conversations**

County employees shall not record any telephone conversation involving the discussion of County business unless at least one of the following applies:

1. All parties first consent either verbally or in writing;
2. The party intending to record the conversation notified the other party – both at the beginning and at the end of the conversation – that the call is being recorded;
3. The Law Director or designee authorizes in writing an employee to record a telephone conversation without notice to, or consent of the other party or without the other party's consent (e.g., in furtherance of a sexual harassment investigation); or
4. County management authorizes the recording of a telephone conversation as a standard course of business (e.g., all telephone calls to the 696-KIDS hotline are recorded).

### **Office Meetings and Conversations**

County employees shall not record any internal office meetings, conversations, and/or any oral communication involving the discussion of matters pertaining to County business unless at least one of the following applies:

1. All parties first consent either verbally or in writing; or
2. The Law Director or designee authorizes in writing an employee to record a meeting/conversation without the other party's consent (e.g., in furtherance of a sexual harassment investigation).

An internal office meeting is defined as an assembly of two or more County employees for the purpose of discussing matters relating to the conduct of County business.

**NOTE:** This policy shall not apply to public meetings or any other meeting or forum involving the discussion of County business that is open to members of the general public, including, but not limited to, public hearings.



## **13.05      Workplace Search/Privacy Policy**

**NOTE:** See Section 15.02 for information regarding the County's electronic equipment/e-mail privacy policies.

County management may question employees and/or inspect any personal property or any area from which the County conducts business, including any spaces, facilities and/or vehicles leased by the county, when there are **reasonable grounds** for suspecting that the search will reveal evidence of work-related misconduct, including, but not limited to:

- When management has a reasonable suspicion that a search/questioning is necessary to safeguard another employee's safety or property;
- When management has a reasonable suspicion that a search/questioning is necessary to safeguard a County customer or their property;
- To protect County property from destruction and/or theft;
- To investigate possible violations of County policy; or
- In furtherance of an internal workplace harassment/discrimination investigation.

**County management will obtain authorization from either Human Resources or the Protective Services Division prior to conducting a workplace search.**

**NOTE:** Employees who are without their County issued ID Badge may be required to submit to a search through the use of a metal detector. In addition, all County employees may periodically be required to submit to a search through the use of a metal detector.



## **13.06      Professional Licenses**

Any County employee who is required as a condition of his or her employment to possess and maintain in good standing, a professional license (e.g., social worker license, license to practice law, etc.), shall immediately report any change in his or her licensure status to their Department Management (i.e., license revoked due to bad behavior or failure to renew). An employee who fails to promptly report any change in their licensure status may be subject to disciplinary action, up to and including removal.

## **13.07      Criminal Conviction**

**Any current County employee that is arrested and/or charged for one of the following crimes must immediately report said arrest to Human Resources:**

- Felonies (or under arrest for crime punishable as a felony);
- A crime involving dishonesty, fraud, or theft (e.g., forgery, burglary, robbery, credit card fraud, perjury, bribery, tax evasion);
- Crimes of moral turpitude (e.g., sex offenses, pandering, prostitution, importuning, public indecency);
- Crimes involving physical violence (e.g., assault, patient abuse or neglect); and
- Drug-related crimes (e.g., trafficking offenses, drug possession).

**Any employee who fails to disclose the fact that he or she has been arrested and/or charged for one of the above-described crimes is subject to disciplinary action, up to and including removal.**

Conviction of a crime or a history of criminal convictions may constitute cause for disciplinary action. Determination of such action will be based on an analysis of the responsibilities of the position and the nature and time frame of the conviction.



## **13.08 Inappropriate Conduct / Grounds for Discipline**

### Inappropriate Conduct

In accordance with Ohio civil service laws, the County considers the following conduct to be inappropriate and grounds for disciplinary action:

Incompetency	Violation of County Policy and/or Procedure
Inefficiency	Violation of any Ohio Civil Service Law
Dishonesty	Failure of Good Behavior
Drunkenness / Substance Abuse	Misfeasance
Immoral Conduct	Malfeasance
Insubordination	Nonfeasance
Discourteous Treatment of the Public	Felony Conviction
Neglect of Duty	

### Examples of Inappropriate Conduct

The following examples of inappropriate conduct are provided to assist County management with administration of the Progressive Discipline Program. **The examples, however, are provided solely for illustration, and are NOT intended to be exhaustive or exclusive.**

### **MINOR INFRACTIONS:**

**The following is a non-exclusive list of examples of minor infractions:**

<b>Type of Conduct</b>	<b>Examples:</b>
<i>Neglect of Duty / Inefficiency / Incompetency</i>	<ul style="list-style-type: none"> <li>• Failing to follow call-in procedures for a single day of absence without approved leave.</li> <li>• Taking unauthorized or extended lunch or other breaks.</li> <li>• Being away from the worksite without permission or leaving work prior to the end of the shift without authorization.</li> <li>• Loafing, loitering, or failing to perform work in a prompt and efficient manner.</li> <li>• Reading material during regular work hours that is not job-related or authorized by management.</li> <li>• Conducting non-work related business while on County time.</li> </ul>
<i>Violation of County Policy and/or Procedure</i>	<ul style="list-style-type: none"> <li>• Abuse of County telephones for personal, local calls.</li> <li>• Using County equipment or property for other than its intended purpose (including, but not limited to, e-mail and Internet).</li> <li>• Failing to sign time sheets, properly register time or to punch time card.</li> <li>• Smoking on County owned or leased properties (1 ticket)</li> </ul>
<i>Insubordination</i>	<ul style="list-style-type: none"> <li>• Failing to follow supervisor's instructions or Departmental procedures.</li> </ul>
<i>Failure of Good Behavior</i>	<ul style="list-style-type: none"> <li>• <u>Behavior unbecoming toward the public or fellow employee</u></li> </ul>



**MAJOR INFRACTIONS:**

**The following is a non-exclusive list of examples of major infractions:**

<b>Type of Conduct</b>	<b>Examples:</b>
<i>Neglect of Duty / Inefficiency / Incompetency</i>	<ul style="list-style-type: none"> <li>• Sleeping while on duty (including paid breaks and lunch)</li> <li>• Leaving a post of continuous operation without authorization prior to the end of the shift or prior to proper relief.</li> <li>• Failing to follow call-in procedures for two consecutive days of absence without approved leave.</li> <li>• Failing to report for overtime after being scheduled to work overtime or refusing to work mandated (mandatory) overtime when assigned.</li> <li>• Failure to complete a legitimate job assignment.</li> <li>• Failure of a supervisor to properly supervise or enforce work rules or County policies and procedures.</li> </ul>
<i>Violation of County Policy and/or Procedure</i>	<ul style="list-style-type: none"> <li>• Abuse of County telephone for personal long distance calls.</li> <li>• Violation of County Policy and/or Procedures,</li> <li>• Smoking on County owned or leased properties (2 tickets)</li> </ul>
<i>Discourteous Treatment of the Public</i>	<ul style="list-style-type: none"> <li>• Failure to provide prompt, courteous service to the public.</li> </ul>
<i>Failure of Good Behavior</i>	<ul style="list-style-type: none"> <li>• Verbal abuse or profanity directed at a co-worker, supervisor, or the public.</li> <li>• Unauthorized sharing of confidential information about clients and/or employees.</li> <li>• Using another employee’s confidential computer identification code without authorization or giving another’s code to anyone to use.</li> <li>• Any act that would bring discredit to the employer</li> <li>• Failure to cooperate with a County investigation</li> </ul>
<i>Insubordination</i>	Refusing a legitimate job assignment or failing to perform a directive from a supervisor or management representative.

**REMOVABLE INFRACTIONS:**

**The following is a non-exclusive list of examples of removable infractions:**

<b>Type of Conduct</b>	<b>Examples:</b>
<i>Neglect of Duty / Inefficiency / Incompetency</i>	<ul style="list-style-type: none"> <li>• Egregious, flagrant or willful neglect in the performance of assigned duties.</li> <li>• Disregarding safety or security regulations that results or would likely in serious physical harm or major property loss or damage.</li> </ul>

	<ul style="list-style-type: none"> <li>• Egregious, flagrant, or willful failure of a supervisor to properly supervise and enforce work rules or County policies and procedures.</li> </ul>
<i>Violation of County Policy and/or Procedure</i>	<ul style="list-style-type: none"> <li>• Intentionally destroying County property or records without prior authorization.</li> <li>• Violation of County Policy and/or Procedures,</li> <li>• Smoking on County owned or leased properties (3 or more tickets)</li> </ul>
<i>Dishonesty</i>	<ul style="list-style-type: none"> <li>• Falsification of employment records or other County records in manual or automated systems, including falsification of stated reason for use of leave (e.g., abuse of sick leave or using sick leave for unauthorized purposes.)</li> <li>• Unauthorized punching, signing or altering other employee's time cards or timesheets</li> <li>• Unauthorized altering of one's own time card or sheet.</li> <li>• Making false claims or providing false information in investigations of workplace misconduct or accidents.</li> <li>• Making false claims or misrepresentations in an attempt to obtain any County benefit (e.g., health benefits, promotion, paid leave of absence, etc.).</li> </ul>
<i>Felony Conviction</i>	<ul style="list-style-type: none"> <li>• Conviction of a felony.</li> </ul>
<i>Failure of Good Behavior</i>	<ul style="list-style-type: none"> <li>• Soliciting or accepting a gratuity or bribe from anyone conducting business with the County or seeking to do business with the County.</li> <li>• Using obscene, abusive, or threatening language or gestures, or performing an act with intent to cause injury to another.</li> <li>• Striking or physically assaulting another person.</li> <li>• Fighting, except for self-defense.</li> <li>• Theft of property from co-workers, the County or others.</li> <li>• Unauthorized possession of a firearm, explosives, or other dangerous weapons on County property or while engaged in County business.</li> <li>• Performing an act which constitutes a felony under the laws of the United States, the State of Ohio or the jurisdiction in which the act was committed.</li> <li>• Making an unwelcome, uninvited sexual advance or request for a sexual favor, especially of a subordinate, a vendor or a customer, and/or touching someone else if it is unwelcome and uninvited.</li> <li>• Engaging in a pattern of behavior which creates a hostile, intimidating, or offensive work environment based on a protected characteristic.</li> <li>• Any act that would bring discredit to the employer.</li> </ul>
<i>Drunkenness / Substance Abuse</i>	<ul style="list-style-type: none"> <li>• Using alcoholic beverages on County property, or using alcoholic beverages while engaged in County business.</li> <li>• Possessing an open container of alcohol on County property or while engaged in County business.</li> <li>• Manufacturing, using, selling, or distributing alcohol or illicit drugs on</li> </ul>



	<p>County time or County property.</p> <ul style="list-style-type: none"> <li>• Refusal or failure to submit to a drug test as required.</li> <li>• Failing an alcohol or drug test in violation of the County’s Fitness for Duty Policy.</li> <li>• Tampering with a specimen or drug test including but not limited to the introduction of any foreign substance or specimen from another individual into or in place of the employee’s specimen.</li> </ul>
<u>Job Abandonment</u>	<ul style="list-style-type: none"> <li>• <u>Failing to follow call-in procedures for three (3) consecutive work days of absence without approved leave.</u></li> </ul>

Evaluation of Inappropriate Conduct

All inappropriate conduct shall be evaluated on a case by case basis, considering the following factors:

- 1) Level of disruption to County business.
- 2) Level of harm to the County’s interests.
- 3) Level of damage to the public’s trust and confidence in Cuyahoga County government.
- 4) The employee’s position and the degree of responsibility inherent in that position (i.e., supervisory vs. non-supervisory positions). **Employees who occupy a supervisory or management position are held to a higher standard of conduct commensurate with the level of leadership required of them.**
- 5) Whether the employee’s conduct is part of a continuing problem.
- 6) Whether the employee’s conduct put a co-worker, vendor or customer’s safety and/or security at risk.
- 7) Whether the employee’s honesty and veracity is brought into question because of his or her conduct.
- 8) Whether there are extenuating or mitigating circumstances.
- 9) Whether the inappropriate factor involves a violation of the County’s Code of Ethics (*See Section 3.*).

## **13.09      Progressive Discipline Program**

### *Purpose*

The County subscribes to a policy of progressive discipline. Progressive discipline is not intended to be punitive. Rather, the goal of this policy is to help the employee recognize and correct certain unacceptable behavior before it becomes serious enough, or frequent enough, to warrant termination of employment.

### *Application*

The Progressive Discipline Program applies to:

- Regular full-time and part-time employees (bargaining and non-bargaining); and
- Promotion or transfer probationary employees.

The Progressive Discipline Program may not apply to:

- New-hire probationary employees;
- Interns; and
- Temporary or seasonal employees
- Any employee who commits an offense deemed to be “removable” pursuant to Section 13.08.

In the event of a conflict, Federal, State and Local laws, rules, and regulations take precedence over Progressive Discipline policies and procedures. In addition, in the event of a conflict, collective bargaining agreements take precedence over Progressive Discipline policies and procedures.

### *Relationship to Attendance Control Program*

All attendance related discipline shall be administered in accordance with the Attendance Control Program (Section 14). Attendance related discipline, however, may be relevant under this Section as evidence of a continuing performance problem. In addition, failure to follow call in procedures is considered a Progressive Discipline offense and may be addressed separately from the related attendance control issue.

### *Procedure*

When a management representative determines that an employee has conducted himself or herself in a manner that is deemed “inappropriate” under Section 13.08 of the Policies and Procedures Manual, the management representative shall consult with Human Resources to determine the appropriate action to take. If an investigation is necessary, Human Resources will work with the management representative to gather the necessary information regarding the inappropriate conduct.

If Human Resources determines that the facts of the case may justify the imposition of a suspension, demotion, or removal, Human Resources will have the management representative complete a request for Pre-Disciplinary Conference in accordance with Section 13.11 of this Manual.





Depending on the nature of the discipline that is ultimately issued, the employee will either be notified of the discipline by his or her supervisor or Human Resources.

**NOTE:** All finalized disciplinary actions are permanently placed in the employee's personnel file. **The disciplinary action, however, will only remain active for two (2) years for purposes of progressive discipline.** The two-year period shall be measured backward from the date of the subsequent offense to the date the prior discipline was imposed.

### Types of Disciplinary Action

- **Verbal Reprimand-** A verbal reprimand is an articulation of the problem by the supervisor to the employee. This serves as a warning and may be administered before a supervisor applies stronger action. A verbal reprimand shall note the date and nature of the reprimand as well as specifically state that the employee is receiving a formal warning. A written record of the reprimands will be made and such will be made a part of the employee's personnel file. Such records should include the time, date, a brief description of the problem and direction given to the employee.
- **Written Reprimand** – The purpose of a written reprimand is to give an employee formal written notice that his or her conduct has been deemed to be inappropriate and of any action that may be necessary to correct said conduct. The written reprimand should also specify consequences if the employee does not correct his or her inappropriate conduct. If Human Resources determines that a written reprimand is appropriate pursuant to the Progressive Discipline Program, the supervisor or management representative shall prepare the written reprimand and submit it to Human Resources for review. Once approved by Human Resources, the supervisor or management representative will give the written reprimand to the employee. The written reprimand shall be signed by the supervisor or management representative, the employee and any third-party who witnessed the issuance of the written reprimand. The employee's signature is an acknowledgement of receipt of the form, not agreement with its contents. The original written reprimand shall be sent to Human Resources to be placed in the employee's personnel file, with copies to the employee and the employee's direct supervisor.
- **Working Suspension** - A working suspension results when the County requires an employee who is suspended to report to work to serve the suspension. An employee serving a working suspension shall continue to be compensated at the employee's regular rate of pay for hours worked. The disciplinary action shall be recorded in the employee's personnel file and has the same effect as a suspension without pay for the purpose of recording disciplinary actions. Working suspensions may be applied to situations other than attendance control issues at management's discretion with consultation from HR.



- ***Suspension*** - A suspension is a forced unpaid leave of absence from employment with the County. The County may require an employee who is suspended to report to work to serve the suspension. An employee serving a suspension in this manner shall continue to be compensated at the employee's regular rate of pay for hours worked. The disciplinary action shall be recorded in the employee's personnel file and has the same effect as a suspension without pay for the purpose of recording disciplinary actions.
- ***Reduction*** - See Section 5.15.
- ***Demotion*** - See Section 5.14.
- ***Removal*** – See Section 5.17.

**NOTE:** At the sole discretion of the Director of Human Resources or designee, an employee may be temporarily placed on paid administrative leave when the employee's inappropriate behavior is so serious that immediate removal from the workplace is necessary. This may be necessary because the employee's actions indicate that remaining on the job or returning to the job may be detrimental to the employee, co-workers, customers or the County. The employee will be required to leave County property pending an investigation into the employee's behavior. Examples of behavior that may require a placement on paid administrative leave include, but are not limited to, the "Removable Offenses" set forth in Section 13.08 of this Manual. Employees who are placed on paid administrative leave shall be prepared to return to work each day on leave and are required to call Human Resources prior to their regular starting time each day to determine whether they should return to work that day.



## **13.10      Conduct/Performance Improvement Measures**

The utilization of the measures described below can oftentimes help an employee improve his or her performance or conduct without having to initiate formal disciplinary procedures. Their purpose is to establish an understanding of the issues, exchange information, and establish job expectations. If the employee's performance or conduct does not improve, however, the supervisor shall initiate disciplinary proceedings in accordance with Section 13.09 of this Manual.

Management is strongly encouraged to consult with Human Resources prior to making use of the following measures:

**NOTE:** The following measures are NOT considered disciplinary action for purposes of the Progressive Discipline Program. These measures, however, may be mandated in conjunction with disciplinary action under the Progressive Discipline Program. An employee's failure to fulfill a mandate pursuant to this section constitutes insubordination and may subject the employee to disciplinary action. For example, an employee that is being suspended for inappropriate conduct may also receive a mandatory referral to the Employee Assistance Program as part of the disciplinary order. The employee's failure to fulfill the mandated referral would subject them to further disciplinary action for insubordination.

### Verbal Counseling

Verbal counseling involves a private meeting between supervisor and employee, whereby the employee is informed in detail of his or her conduct that the supervisor has deemed inappropriate and of any action that may be necessary to correct said conduct. The supervisor shall create a document detailing the reasons for and outcomes of the counseling. The supervisor and the employee shall sign the document. The supervisor shall retain the original and the employee shall receive a copy of the document. The employee's signature is an acknowledgement of receipt of the form, not agreement with its contents.

**NOTE:** "Verbal counseling" may also be referred to as "oral counseling" or "coaching".

### Performance Improvement Plan ("PIP")

A performance improvement plan is a formal process used by supervisors to help employees improve performance or modify behavior. The performance improvement plan, or PIP, as it is often called, identifies performance and/or behavioral issues that need to be corrected and creates a written plan of action to guide the improvement and/or corrective action. A PIP may be used in conjunction with a verbal counseling, a disciplinary action or a poor performance review.

Fundamentally, a PIP is a structured communication tool designed to facilitate constructive discussion between the employee and the supervisor. An effective PIP will:



- Consider the employee’s input;
- Specifically identify the performance to be improved or behavior to be corrected;
- Provide **reasonable and clear expectations** about the work to be performed or behavior that must change;
- Identify the support and resources available to help the employee make the required improvements;
- Establish a plan for reviewing the employee’s progress and providing feedback to the employee for the duration of the PIP; and
- Specify consequences if performance standards as identified in the PIP are not met.

**NOTE:** A “performance improvement plan” may also be referred to as a “corrective action plan or “CAP”.

Training

In an effort to further the professional development of its employees, the County will frequently offer a wide variety of training opportunities for its employees. Examples of the types of training that may be offered includes:

- Computer skills;
- Management/leadership training;
- Professionalism and business etiquette;
- Conflict management/resolution;
- Problem solving;
- Effective communication; and
- Project management.

**Attendance at training sessions can be mandated by County management. An employee that fails to attend a mandated training session will be subject to disciplinary action, up to and including termination of employment.**

Please contact Human Resources or refer to the County Intranet for more information regarding training opportunities.

Management Referral to Employee Assistance Program

Under certain circumstances, the County may deem it necessary to request that an employee seek assistance through the County’s Employee Assistance Program (EAP) (*See Section 7.03*). An employee who receives a management EAP referral will be treated in the same manner as an employee who voluntarily seeks assistance through the EAP except that the employee’s attendance, motivation level, and willingness to follow recommendations will be reported back to County management by the EAP administrator.



## **13.11      Pre-Disciplinary Conference (PDC)**

If Human Resources determines that the severity of the employee's conduct may justify imposition of a suspension, demotion or removal, Human Resources will prepare a Notice of Pre-Disciplinary Conference for issuance to the employee.

At any point prior to the PDC, the employee may choose to waive his or her opportunity to have a PDC. Attendance at the PDC is mandatory unless waived. Upon written request, the presiding Human Resources' official may grant the employee a reasonable continuance, if necessary.

The following rules of procedure shall apply to the PDC:

- a) The employee may present oral and/or written statements, testimony, documents etc., in response to each allegation of inappropriate conduct.
- b) The employee may choose to have one additional person (other than a subordinate employee) accompany them to the PDC as an observer. The observer shall not be permitted to speak on the employee's behalf. It is the employee's responsibility to notify their chosen observer that their attendance is desired.
- c) If the employee is a member of a union, he or she may be accompanied by a union representative in accordance with the applicable collective bargaining agreement. It is the employee's responsibility to notify the union representative that their attendance is desired.
- d) The County reserves the right to record the PDC. Unless otherwise authorized in his/her collective bargaining agreement, the employee has the right to request that the PDC be recorded. All recordings must be made on equipment provided by the County.



## **13.12      Appeals**

The Cuyahoga County Charter provides non-bargaining employees an appeals process for certain disciplinary action through the HRC. Revised Code Section 124.34 sets forth the specific types of discipline that may be appealed and outlines the procedures for filing an appeal with the HRC.

Should an employee elect to appeal a disciplinary action, they must file their written appeal with the Cuyahoga County Human Resource Commission (HRC). The appeal must actually be received and date stamped by the HRC by the tenth calendar day from the date the disciplinary letter is delivered to the employee by hand or to their last known mailing address, as maintained by Cuyahoga County, whichever occurs first. Employees may file with the HRC by email at [humanresourcecommission@cuyahogacounty.us](mailto:humanresourcecommission@cuyahogacounty.us), by facsimile at (216) 443-3694, in person by obtaining a date stamp, or by mail postmarked no later than the tenth calendar day from the date the disciplinary letter is delivered. It is advised that employees retain records of proof of service upon the HRC.

NOTE: Certain claims, such as claims of discrimination or harassment, do not fall under the jurisdiction of the HRC. If an action is not subject to HRC appeal, employees may elect to appeal these actions in accordance with the terms set forth in sections 4 or 17 of this policy manual.



## **Section 14:**

# **ATTENDANCE CONTROL PLAN**

### **14.01      Purpose**

Absenteeism and tardiness represent two of the most serious problems in county government. Absenteeism and tardiness disrupt work schedules, cause unnecessary overtime, and place an unfair burden on responsible employees and supervisors. The purpose of the Attendance Control Plan is to increase productivity and employee morale through the systematic reduction of employee absenteeism and tardiness.

### **14.02      AWOL (Absent Without Official Leave)**

AWOL occurs when an employee is away from his or her scheduled place of work or is tardy for reasons other than authorized leave. AWOL and tardiness are work rule violations.

The mere procurement of a physician's statement will not prevent the accumulation of AWOL hours, unless the absence is covered by approved leave.



## **14.03      Attendance Control Plan**

Attendance control is administered separately from the Progressive Discipline Program in Section 13.09. **Failure to follow departmental call-in procedures, however, is considered a separate offense which may be addressed under the Progressive Discipline Program in Section 13.09.**

**NOTE:** An employee may receive separate disciplinary action for a failure to follow call-in procedures and for AWOL arising out of the same incident. For example, if an employee fails to follow call in procedures for a single day of absence without approved leave, the employee would be subject to discipline for a “minor infraction” under Section 13.08 and would also receive eight (8) hours of AWOL time pursuant to the Attendance Control Plan.

The Attendance Control Plan shall be administered as follows:

### Stage 1

If the employee accumulates ten (10) or more hours of AWOL in a two-year period, the employee shall receive an **AWOL Written Reprimand**. The supervisor and employee shall sign the AWOL Written Reprimand and the original shall be sent to Human Resources to be placed in the employee’s personnel file, with a copy to the employee.

### Stage 2

If the employee accumulates twenty (20) or more hours of AWOL in a two-year period, the employee shall be subject to a **three-day working suspension**.

### Stage 3

If the employee accumulates thirty-six (36) or more hours of AWOL in a two-year, the employee shall be subject to **removal**.

### **Attendance Control Plan Summary Chart**

	<b>AWOL ACCUMULATION</b>	<b>DISCIPLINE</b>
<b>STAGE 1</b>	10 hours in a 2-year period	Written Reprimand
<b>STAGE 2</b>	20 hours in a two-year period	3-day Working Suspension
<b>STAGE 3</b>	36 hours in a two-year period	Removal

*Section 14.03*





## **14.04      Appeals**

The Cuyahoga County Charter provides non-bargaining employees an appeals process for certain disciplinary action through the HRC. Revised Code Section 124.34 sets forth the specific types of discipline that may be appealed.

Should an employee elect to appeal a disciplinary action, they must file their written appeal with the Cuyahoga County Human Resource Commission (HRC). The appeal must actually be received and date stamped by the HRC by the tenth calendar day from the date the disciplinary letter is delivered to the employee by hand or to their last known mailing address, as maintained by Cuyahoga County, whichever occurs first. Employees may file with the HRC by email at [humanresourcecommission@cuyahogacounty.us](mailto:humanresourcecommission@cuyahogacounty.us), by facsimile at (216) 443-3694, in person by obtaining a date stamp, or by mail postmarked no later than the tenth calendar day from the date the disciplinary letter is delivered. It is advised that employees retain records of proof of service upon the HRC.

NOTE: Certain claims, such as claims of discrimination or harassment, do not fall under the jurisdiction of the HRC. If an action is not subject to HRC appeal, employees may elect to appeal these actions in accordance with the terms set forth in sections 4 or 17 of this policy manual.



## Section 15:

# ELECTRONIC EQUIPMENT AND COMMUNICATIONS

### **15.01      Electronic Equipment and Communications Policy**

Internet/Intranet/Extranet-related systems, including but not limited to computer equipment, software, operating systems, storage media, network accounts providing electronic mail, World Wide Web browsing, FTP, cellular telephones, and “smart phones” are the property of Cuyahoga County. These systems are to be used for business purposes in serving the interests of the County, the public and agency customers in the course of normal operations. Access and use of County provided communication equipment and services are provided at the discretion of the County and may be revoked at will.

Effective security is a team effort involving the participation and support of every Cuyahoga County employee and affiliate who deals with information and/or information systems. It is the responsibility of every computer user to know these guidelines, and to conduct their activities accordingly.

The purpose of this policy is to outline the acceptable use of electronic equipment at Cuyahoga County. These rules are in place to protect the employee and Cuyahoga County. Inappropriate use exposes Cuyahoga County to risks including virus attacks, compromise of network systems, data, services, and legal liability issues.

This policy applies to employees, contractors, consultants, temporaries, and other workers at Cuyahoga County, including all personnel affiliated with third parties. This policy applies to all equipment that is owned or leased by Cuyahoga County.



## **15.02      Privacy Expectations**

County employees do not have a right, nor should they have an expectation, of privacy while using any County electronic equipment at any time, including accessing the Internet and/or using County owned/provided e-mail. By using County electronic equipment, County employees make express agreement to consent to disclose the contents of any type of information maintained on or passed through County electronic equipment. **In addition, any record created by an employee when using County electronic equipment (e.g., e-mail record, internet usage history), is generally considered a public record subject to disclosure upon request.**

By using County electronic equipment, consent to monitoring and recording is implied with or without cause, including, but not limited to, accessing the Internet and using County owned/provided e-mail. Any use of County communication resources is made with the understanding that such use is generally not secure, is not private, and is not anonymous.

**All County provided electronic equipment, and its contents, may be monitored and inspected at any time without prior notice.** Electronic communications may be disclosed within a Department to those who have a need to know in the performance of their duties. Department Directors, system managers, and supervisors may access any electronic communications at any time.



## **15.03 Security and Proprietary Information**

The following guidelines are designed to protect County employees, partners and the public from illegal or damaging actions by individuals, either knowingly or unknowingly:

1. Keep passwords secure and do not share accounts. Authorized users are responsible for the security of their passwords and accounts. System level passwords should be changed quarterly, user level passwords should be changed every six months.
2. All PCs, laptops and workstations should be secured with a password-protected screensaver with the automatic activation feature set at 10 minutes or less, or by logging-off (control-alt-delete for Win2K users) when the host will be unattended.
3. Use encryption of information in compliance with Information Services Center's Acceptable Encryption Use policy. This policy may be found at: [http://10.4.1.23/ccisc/pdf/policies/ISCSecurityPolicyProcedures\\_0309.pdf](http://10.4.1.23/ccisc/pdf/policies/ISCSecurityPolicyProcedures_0309.pdf)
4. Because information contained on portable computers is especially vulnerable, special care should be exercised. Protect laptops in accordance with good judgment and best practices in protecting county owned equipment.
5. Postings by employees from a Cuyahoga County email address to newsgroups should contain a disclaimer stating that the opinions expressed are strictly their own and not necessarily those of Cuyahoga County, unless posting is in the course of business duties.
6. All hosts used by the employee that are connected to the Cuyahoga County Internet/Intranet/Extranet, whether owned by the employee or Cuyahoga County, shall be continually executing approved virus-scanning software with a current virus database unless overridden by departmental or group policy.
7. Employees must use extreme caution when opening e-mail attachments received from unknown senders, which may contain viruses, e-mail bombs, or Trojan horse code.



## **15.04 Prohibited Uses of Electronic Equipment and Communications**

Prohibited use of County equipment and/or electronic communications may subject the violator to disciplinary action, up to and including removal. Prohibited usage may also expose the violator to criminal prosecution. Examples of prohibited uses of electronic equipment and communication are:

**NOTE:** Employees may be exempted from these restrictions during the course of their legitimate job responsibilities (e.g., systems administration staff may have a need to disable the network access of a host if that host is disrupting production services.)

### System and Network Activities

The following activities are strictly prohibited, with no exceptions:

1. Violations of the rights of any person or company protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by Cuyahoga County.
2. Unauthorized copying of copyrighted material including, but not limited to, digitization and distribution of photographs from magazines, books or other copyrighted sources, copyrighted music, and the installation of any copyrighted software for which Cuyahoga County or the end user does not have an active license is strictly prohibited.
3. Exporting software, technical information, encryption software or technology, in violation of international or regional export control laws, is illegal. The appropriate management should be consulted prior to export of any material that is in question.
4. Introduction of malicious programs into the network or server (e.g., viruses, worms, Trojan horses, e-mail bombs, etc.).
5. Sharing or revealing your account password to others or allowing use of your account by others. This includes friends, family and other household members when work is being done at home.
6. Using a Cuyahoga County computing asset to actively engage in procuring or transmitting material that is in violation of sexual harassment or hostile workplace laws in the user's local jurisdiction.
7. Making fraudulent offers of products, items, or services originating from any Cuyahoga County account.
8. Making statements about warranty, expressly or implied, unless it is a part of normal job duties.
9. Effecting security breaches or disruptions of network communication. Security breaches include, but are not limited to, accessing data of which the employee is not an intended recipient or logging into a server or account that the employee is not expressly authorized to access, unless these duties are within the scope of regular duties. For purposes of this section, "disruption" includes, but is not limited to, network sniffing, pinged floods, packet spoofing, denial of service, and forged routing information for malicious purposes.



10. Port scanning or security scanning is expressly prohibited unless prior notification to the Research and Security Department is completed.
11. Executing any form of network monitoring which will intercept data not intended for the employee's host, unless this activity is a part of the employee's normal job/duty.
12. Circumventing user authentication or security of any host, network or account.
13. Interfering with or denying service to any user other than the employee's host (for example, denial of service attack).
14. Using any program/script/command, or sending messages of any kind, with the intent to interfere with, or disable, a user's terminal session, via any means, locally or via the Internet/Intranet/Extranet.
15. Providing information about, or lists of, Cuyahoga County employees to parties outside Cuyahoga County.
16. Accessing inappropriate websites (e.g., pornography, gambling, etc.).

#### Email and Communications Activities

1. Sending unsolicited email messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material (email spam).
2. Any form of harassment via email, telephone or paging, whether through language, frequency, or size of messages.
3. Unauthorized use, or forging, of email header information.
4. Solicitation of email for any other email address, other than that of the poster's account, with the intent to harass or to collect replies.
5. Creating or forwarding "chain letters", "Ponzi" or other "pyramid" schemes of any type.
6. Use of unsolicited email originating from within Cuyahoga County's networks of other Internet/Intranet/Extranet service providers on behalf of, or to advertise, any service hosted by Cuyahoga County or connected via Cuyahoga County's network.
7. Posting the same or similar non-business-related messages to large numbers of Usenet newsgroups (newsgroup spam).

#### Weblogs ("Blogging")

1. Blogging by employees using Cuyahoga County's equipment or systems is subject to the terms and restrictions set forth in this Policy. Use of Cuyahoga County's systems to engage in blogging is acceptable, provided that it is done in a professional and responsible manner, does not otherwise violate Cuyahoga County's policy, is not detrimental to Cuyahoga County's best interests, and does not interfere with an employee's regular work duties. Blogging from Cuyahoga County's systems is subject to monitoring.
2. Cuyahoga County's Information Sensitivity policy also applies to blogging. As such, employees are prohibited from revealing any Cuyahoga County confidential or proprietary information, trade secrets or any other material covered by Cuyahoga County's Information Sensitivity policy when engaged in blogging.
3. Employees are prohibited from making any discriminatory, disparaging, defamatory or harassing comments when blogging or otherwise engaging in any conduct prohibited by Cuyahoga County's Non-Discrimination and Anti-Harassment policy.



4. Employees may also not attribute personal statements, opinions or beliefs to Cuyahoga County when engaged in blogging from Cuyahoga County systems. If an employee is expressing his or her beliefs and/or opinions in blogs, the employee may not, expressly or implicitly, represent themselves as an employee or representative of Cuyahoga County. Employees assume any and all risk associated with blogging, to include legal liability. Employees may blog freely from their home personal computers or other access outlets assuming legal liability at their own risk.
5. Apart from following all laws pertaining to the handling and disclosure of copyrighted or export controlled materials, Cuyahoga County's trademarks, logos and any other Cuyahoga County intellectual property may not be used in connection with any blogging activity



## Section 16:

# TRAVEL / DRIVING ON COUNTY BUSINESS

### 16.01      Traveling on County Business

Employees may be required to travel on County business in conjunction with their normal job assignments or in order to fulfill a special departmental need. Any decision to travel must be made in accordance with the policies and procedures set forth in the Cuyahoga County Travel Policy. An employee may be denied reimbursement for their travel expenses and may be subject to discipline, up to and including removal, if they fail to follow the policies and procedures set forth in the Cuyahoga County Travel Policy. **A copy of the Cuyahoga County Travel Policy is available on the County intranet. A copy may also be obtained by contacting Human Resources.**

County employees who are required to travel are responsible for conducting themselves, at all times, in a manner that advances the goals of the County and increases public confidence in County government. This requires County employees to refrain from behavior that might be harmful to the County's interests, or which violates or conflicts with County policies, practices and/or procedures. County employees shall exercise good judgment while traveling on County business and shall observe all of the County's rules while traveling, including, but not limited to rules regarding:

- Personal appearance ([Section 13.02](#));
- Alcohol and drug use ([Section 7.01](#)); and
- Sexual or other workplace harassment ([Section 4.03](#)).

Any failure to adhere to these requirements constitutes an infraction of the County Discipline Policy ([Section 13](#)), which may result in disciplinary action, up to and including removal from County employment.





## **16.02      Safety Belt Usage**

The County recognizes that safety belts are an important item of personal protective equipment and that safety belts save lives and reduce the severity of injuries to those who wear them. It is the County's commitment to do everything reasonable to prevent injuries to employees and damage to property and to protect the County, its employees and the general public from the results of vehicle accidents.

This policy applies to all County employees and to all occupants of vehicles driven by employees on County business. Occupants shall use safety belts in all vehicles driven on County business (whether County owned or privately owned vehicles). It is especially important that all employees demonstrate their commitment to and support of this policy by their strict adherence to it.

Any employee who is cited by a law enforcement agency for not wearing a safety belt will be responsible for any fines or other actions that may result as part of the citation. Employees who violate this policy may be subject to disciplinary action, up to and including removal.



## **16.03 Driving on County Business / Use of County Fleet Vehicles**

Every employee who drives or operates a County fleet vehicle at any time, or who operates any motor vehicle (i.e., employee's personal vehicle, rental vehicle) on, or in the course of County business must strictly adhere to the following requirements:

- The employee must have and maintain at all times, without interruption, a **valid driver's license** and the minimum **automobile insurance coverage** required by Ohio law. Employees are solely responsible to make sure that their licenses and automobile insurance are properly renewed/maintained.
- Employees are responsible to make sure that the **Ohio Bureau of Motor Vehicles (BMV) has the employee's correct mailing address**. Employees can notify the BMV of an address change by visiting the BMV website (<http://www.ohiobmv.com/>). If the BMV sends notification of a license suspension or other mailing to the address in its records, the employee is deemed to be properly notified and held responsible for having knowledge of the suspension or other matter.
- If the employee's **driver's license and/or insurance is expired, suspended, revoked, or otherwise invalid**, the employee shall **immediately report** this fact to their immediate supervisor, and **immediately stop driving** on, or in the course of County business. The employee's Department Director, with the concurrence of the Director of Human Resources, may allow the employee to resume driving on, or in the course of County business upon the employee providing acceptable proof of insurance coverage and driver's license (or appropriate occupational driving privileges granted by a court of competent jurisdiction). Other conditions may be imposed as appropriate in light of the circumstances of each individual case.

**NOTE:** Driving records are public information. County management has the authority and does conduct **routine inspections** of the driving records of its employees. Employees who are required to drive on, or in the course of County business are encouraged to periodically visit the Ohio BMV website (<http://www.ohiobmv.com>) to monitor the status of their license.

- All occupants (including non-employees) of any motor vehicle being used on, or in the course of County business are required to wear a **safety belt** at all times.
- Employees who are required to transport children on, or in the course of County business must follow all applicable Ohio laws regarding the use of **car seats** or other restraints.
- Employees must follow all **traffic laws and parking regulations**. Employees are solely responsible for the cost of any driving/moving infraction/violation, parking



tickets, impound charges, towing charges, and/or storage charges incurred while driving a County fleet vehicle or any vehicle on, or in the course of County business.

- The use of **alcohol** and/or other **controlled substances** – including a prescription or over the counter medication, which may temporarily render an employee unable to operate a vehicle safely – is strictly prohibited.
- An employee involved in a **motor vehicle accident** must strictly adhere to the vehicle accident reporting requirements set forth in Section 16.04 of this Manual.

**NOTE:** It is strongly recommended that an employee operating a vehicle pull to a safe location and park the vehicle **before** using a cell phone. It should also be noted that several municipalities strictly prohibit the use of a cell phone while driving.

#### Use of County Fleet Vehicle

Immediately upon becoming aware of the need for the use of a County fleet vehicle, a County employee should contact the Fleet Services Department at (216) 443-8952 to determine if a vehicle is available on their travel date. If a vehicle is available, the employee should submit a Vehicle Request Form to the Fleet Services Garage via facsimile at (216) 443-7806.

A County employee that operates a County fleet vehicle must adhere to the following additional requirements:

- **Personal use** of a fleet/pool vehicle is strictly prohibited.
- Fleet/pool vehicles may only be used during the **employee's regular working hours** or as approved by the employee's department management.
- Fleet/pool vehicles shall only be **operated by County employees**.
- **Non-County employees** shall not travel in a fleet/pool vehicle unless specifically authorized by the employee's department management.
- **Smoking** is strictly prohibited inside a fleet/pool vehicle.
- Employees must comply with the Cuyahoga County **Vehicle Idling** Policy. A copy of the Idling Policy can be obtained by contacting the Fleet Services Department or by logging onto the County intranet.
- Fleet/pool vehicles may not be driven **out-of-state** without prior approval by the County.
- Fleet/pool vehicles may never be driven **out of the country**.
- Fleet/pool vehicles and keys must be **returned** by the specific date and time given and in the condition that they were received.



### Use of Personal Vehicle

A County employee who is required to drive or operate their personal vehicle on, or in the course of County business must adhere to the following additional requirements:

- The employee's personal vehicle's **automobile registration** must be current. If the employee's personal vehicle's automobile registration expires or is otherwise invalid, the employee must immediately notify his or her supervisor and immediately stop driving in the course of County business. The employee's Department Director, with the concurrence of the Director of Human Resources, may allow the employee to resume driving their personal vehicle on, or in the course of County business upon the employee providing acceptable proof of valid automobile registration.
- An employee on, or in the course of County business **may not be transported by a non-County employee unless approved by the employee's supervisor.**
- Every employee who submits a **Travel Expense Report** for operating a personal vehicle on, or in the course of County business, certifies that he or she has a valid driver's license, vehicle registration, financial responsibility (insurance), and personally operated the vehicle for which the travel expense is claimed.
- The employee must maintain the vehicle in a **good and safe operating condition.**
- Smoking is strictly prohibited within an employee's personal vehicle when transporting other employees and/or the public throughout the course of county business.

Employees who are required to drive their personal vehicle on, or in the course of County business should refer to the policies and procedures set forth in the Cuyahoga County Travel Policy for information regarding mileage and parking reimbursement. A copy of the Cuyahoga County Travel Policy is available on the County intranet. A copy may also be obtained by contacting Human Resources. **Any failure to conform to the requirement set forth in this Section constitutes an infraction of the County Discipline Policy (Section 13), which may result in disciplinary action, up to and including removal from County employment.**



## **16.04      Vehicle Accident Reporting Procedure**

For purposes of this Section, a “vehicle accident” is an accident that results in property damage and/or physical injuries to any parties involved in the accident.

### *Employee Duties*

An employee involved in a vehicle accident either, (1) occurring in the course of County business in a private/rental vehicle, or (2) occurring in a County vehicle at any time, **must** follow the following steps:

- 1) **Remain at the accident site unless it is necessary to immediately go to hospital.**
- 2) **Contact the appropriate authorities (i.e., dial 911).**
- 3) **Contact County Protective Services at 216-443-2141 or 1-888-814-3578.**
- 4) **Contact their immediate supervisor.**

After such accidents, the County employee may be required to submit to an alcohol and drug test depending on the circumstances. (See Section 7.04 for more information on County drug/alcohol testing policies and procedures.) Therefore, the employee shall remain at the accident site until they receive further instruction from either their supervisor, Protective Services or the Fitness for Duty Coordinator.

**NOTE:** An employee who is incapacitated and/or transported by EMS to the hospital as a result of a vehicle accident shall contact their immediate supervisor as soon as practicable.

### *Supervisor Duties*

Upon receipt of notification of a vehicle accident involving a County employee, the supervisor shall immediately notify County Protective Services (216-443-2141).

**Any failure to conform to the requirement set forth in this Section constitutes an infraction of the County Discipline Policy (Section 13), which may result in disciplinary action, up to and including removal from County employment.**



## Section 17:

# EMPLOYEE COMPLAINT PROCEDURES

### **17.01**      **Equal Employment Opportunity Complaints**

See Section 4.05 for information regarding the Equal Employment Opportunity Complaint procedure.

### **17.02**      **Fair Labor Standards Act (FLSA) Complaints**

Non-bargaining employees shall use the following complaint procedure for disputes regarding alleged violations of the FLSA (*see* Section 6.01). Employees covered by a collective bargaining agreement shall use the grievance procedure outlined in their agreement.

An employee who has been designated by the County as being exempt from receiving overtime and/or compensatory time may file a written complaint if he or she believe that:

- He or she has been improperly designated as an exempt employee; **or**
- His or her paycheck has been improperly docked.

The written complaint should outline why the employee should not be considered exempt or the specific dates, amounts and circumstance regarding when the alleged improper docking occurred. This written complaint should be submitted to the County Human Resources Director for review.

Upon receipt of the complaint, the Human Resources Director or designee will investigate the allegation. After review, if the employee has been improperly designated or docked, the County will re-designate, reimburse and/or correct the wages of the employee. The decision issued pursuant to this section will be the final decision of the County.



## **17.03      General Complaints**

### Policy

For all complaints not involving equal employment or FLSA issues, County employees are encouraged to make every reasonable effort to resolve such complaints with his or her immediate supervisor. If the complaint cannot be resolved informally, employees may file a County General Complaint pursuant to the procedure outlined in this Section.

### Limitations

Certain issues are not subject to the County General Complaint Procedure. Examples include, but are not limited to:

- Administration of disciplinary action that entitles the employee to a right of appeal to the HRC;
- Removals, reductions or demotions during the new-hire probationary period;
- Collective bargaining issues (bargaining unit employees should refer to the grievance process set forth in their collective bargaining agreement);
- Position audit results;
- Temporary transfers of thirty (30) days or less;
- Layoffs;
- Disability separation decisions
- Performance evaluations; and
- Decisions based on fitness for duty examinations.

### Procedure

#### STEP 1: WRITTEN COMPLAINT TO DIRECTOR

- Employees wishing to file a complaint under this Section shall document his or her complaint in writing and submit it to his or her Department Director within ten (10) working days of the event upon which the complaint is based. **The complaint must specifically state the remedy the employee is seeking.**
- The Department Director and/or designee will investigate the complaint and/or discuss the issue with the employee.
- The Department Director will issue a written response within a reasonable period of time, generally not to exceed thirty (30) calendar days.

#### STEP 2: APPEAL TO DIRECTOR OF HUMAN RESOURCES

- If the employee is not satisfied with his or her Department Director's response, the employee may request review by the Director of Human Resources.
- The employee shall send his or her original complaint and the Department Director's response to the Director of Human Resources within ten (10) working days of receipt of the Department Director's response.
- The Director of Human Resources and/or designee will investigate the complaint and/or discuss the issue with the employee.



- The Director of Human Resources and/or designee will issue a written response to the complaint within a reasonable period of time, generally not to exceed thirty (30) calendar days.

### STEP 3: APPEAL TO THE COUNTY EXECUTIVE/DESIGNEE

- If the employee is not satisfied with the response submitted by the Director of Human Resources, the employee may request review by the County Executive/Designee.
- The employee shall send their original complaint and both prior responses to the County Administrator within ten (10) working days of receipt of the Director of Human Resources' response.
- The County Executive and/or designee will investigate the complaint and/or discuss the issue with the employee.
- The County Executive or designee will render a final decision on the appeal within a reasonable period of time, generally not to exceed forty-five (45) calendar days.





## Section 18: **RECORDS MANAGEMENT**

### **18.01**      **Confidential Information**

The County prohibits the release of confidential information, which consists of any information that is required by state or federal law or state or federal administrative rule to be kept confidential.

In addition, some information is specifically exempt from public inspection and copying under state public records law but is not required to be kept confidential. Release of such information is permitted only by any of the County's designated public records managers, and release of such information by anyone else is a violation of this section.

An employee who violates this section may be subject to disciplinary action, up to and including removal.

### **18.02**      **Compliance with Records Retention Schedule**

Each Department has established a policy to ensure that all County records are retained in compliance with all known local, state, and federal laws and regulations, all Ohio Historical Society requirements, and the internal operating needs of the County. Before disposing of any County records, employees must determine whether the disposal is in accordance with the applicable Records Retention Policy adopted by the employee's Department.

An employee should contact his or her Department's designated public records manager with any questions regarding records retention.



### **18.03      Personnel Records**

A personnel file on each employee is kept in the Human Resources Department's office. It contains information regarding training, experience, and employment as well as the work history of the employee with the County. An employee shall have the right to inspect his or her personnel file provided reasonable notification is given to the Human Resources Department.

It is the responsibility of the employee to immediately notify the Human Resources Department of any changes in address, telephone number, emergency information, name change and marital status. Employees are required to have a current permanent residence address and contact number on file at all times with the Human Resources Department. Post Office boxes are not sufficient for this purpose. Name and marital status changes require legal documentation (e.g., marriage certificate, divorce decree, etc.), which will also be provided to the Personnel and Benefits Divisions.

### **18.04      Electronic Mail Records**

Employees using electronic mail in the normal course of the County's business are responsible for adhering to the rules established for electronic mail (see Section 15). Electronic mail is to be used judiciously as such for conducting the business of the County. The use of e-mail for improper purposes, such as intimidation, harassment, non-County business, etc., may subject the employee to disciplinary action, up to and including removal.

**There is no expectation of privacy for County owned/provided e-mail accounts. The County, without notice to employees, reserves the right to routinely and randomly monitor and/or access any employee's County owned/provided e-mail account. In addition, any record created or received by an employee when using County owned/provided e-mail accounts is generally considered a public record subject to disclosure upon request.**

**NOTE:** See Section 15 for more information on the County's Electronic Equipment and Communications Policy.

All e-mail sent or received through County owned/provided e-mail accounts is the property of Cuyahoga County.

The County has established a policy that electronic mail messages are records of the County and that they are subject to all established rules concerning records retention and management. The deletion of e-mail messages shall be done in accordance with the applicable Records Retention Policy adopted by the County.



## **18.05      Complying with Requests to Inspect and Copy County Records**

In cooperation with the County's designated public records managers, all County employees shall maintain public records so that they are readily available for inspection and copying and shall make public records available for inspection and provide copies of public records in accordance with the County's Public Records Policy, which is as follows:

### **Public Records Policy of Cuyahoga County, Ohio**

#### **Chapter 1: Rationale**

Believing that open government leads to a better-informed citizenry, greater public participation in government, better government, better public policy, and more effective use of public resources, the County Council establishes this Public Records Policy to insure the preservation and public accessibility of records relating to all functions of Cuyahoga County government. Cuyahoga County's policy in all of its functions is to strictly adhere to all of its obligations under Ohio's Public Records Law and to exceed those obligations whenever it is practical and makes sense to do so.

#### **Chapter 2: Definitions**

*Section 2.1:* "Committee" shall include subcommittees.

*Section 2.2:* "Public office" includes the following:

- (A) the office of the County Executive
- (B) the Cuyahoga County Council, including all of its committees
- (C) all departments, divisions, offices, or other organized bodies operating under the administration of the County Executive,
- (D) the Cuyahoga County Prosecuting Attorney,
- (E) all Boards, Commissions, and Advisory Councils to which the County Executive and/or the County Council appoint at least a majority of its members,
- (F) all Boards, Commissions, Advisory Councils and any similar body created by the Cuyahoga County Charter, the County Council, and/or the County Executive.

*Section 2.3:* As used in Section 2.2, a "similar body" must be formally organized, be on-going, and be involved in making or advising on public policy decisions.

*Section 2.4:* "Public record" includes any document, device, or item, regardless of physical form or characteristic, including electronic records, created or received by or coming under the jurisdiction of any public office, which serves to document the organization, functions, policies,



decisions, procedures, operation, or other activities of the office. All records which meet this definition are public records, unless exempted under section 149.43 of the Ohio Revised Code.

*Section 2.5:* "Electronic record" includes prepared documents such as word processing documents, spreadsheets, and graphic presentations as well as written electronic communications, including but not limited to electronic mail and text messages.

### Chapter 3: Scope of Ordinance

#### *Section 3.1: Applicability*

This ordinance is hereby adopted as the public records policy, required under Section 149.43 of the Ohio Revised Code, for every public office in Cuyahoga County government, as public office is defined in Section 2.2 of this ordinance, over which the Cuyahoga County Council has legislative authority.

### Chapter 4: County Records Commission

#### *Section 4.1: Creation of County Records Commission*

There is hereby created, the County Records Commission, which shall succeed and replace the current County Records Commission. The County Records Commission shall consist of the County Executive, who shall serve as chairperson, the President of County Council, the Prosecuting Attorney, the Fiscal Officer, and the Clerk of Court of Common Pleas.

#### *Section 4.2: Appointment of Designees*

Each member of the County Records Commission shall appoint one designee, an employee of his/her office who is knowledgeable about the maintenance of public records, who shall attend meetings of the County Records Commission whenever the member is unable to do so.

#### *Section 4.3: Powers and Duties of County Records Commission*

The County Records Commission shall have all the powers and perform all the duties of County Records Commissions provided for in Section 149.38 of the Ohio Revised Code, including, but not limited to, the power to recommend applications for one-time disposal of records or proposed records retention schedules to the Ohio Historical Society.

#### *Section 4.4: Rules and Procedures of the County Records Commission*

The County Records Commission shall adopt its own rules and procedures, which shall be consistent with Section 149.38 of the Ohio Revised Code. Until such time as the County Records Commission adopts such rules, it shall operate under the rules of the prior County Records Commission that existed prior to the enactment of this ordinance.

#### *Section 4.5: Meetings of the County Records Commission*

The County Records Commission shall meet at the call of the chair as often as needed to respond to proposed records retention schedules and proposed one-time disposals of records, but shall meet a minimum of once every six (6) months.



*Section 4.6:* Within sixty (60) days after receiving a request for one-time disposal of records or a proposed records retention schedule from any office, the County Records Commission shall either approve the request and send it to the Ohio Historical Society for its consideration or return the request disapproved to the office that submitted it with a letter stating the reasons for disapproval.

## Chapter 5: Public Records

### *Section 5.1: Maintenance of Public Records*

All public offices within the scope of this ordinance shall organize and maintain all their public records so that they are readily available for inspection and copying in accordance with the Ohio Public Records Law and the Public Records Policy of Cuyahoga County.

### *Section 5.2: Maintenance of Electronic Mail*

All electronic mail sent or received through the Cuyahoga County Information Services Center shall be the property of Cuyahoga County. The necessity to maintain electronic mail as public records shall depend on the content of the records, not on the medium in which it is kept. It shall be the responsibility of the public records managers and each individual user to insure that electronic mail is maintained in accordance with the records retention schedule for each office, and that records which must be kept for an extended length of time will not be placed in files where they will be automatically deleted.

Each person covered by this ordinance shall also insure that all public record electronic mail sent or received outside of the County Information Service Center system are maintained so that they are readily available for inspection and copying in accordance with the records retention schedule for each office.

### *Section 5.3: Designation of Countywide Public Records Manager*

The County Archivist is hereby designated as the Countywide Public Records Manager and shall do the following:

- (A) Manage the public records of Cuyahoga County to insure that they are organized so as to be readily available to the public for inspection and copying and are maintained and disposed of in accordance with the records retention schedules of the various offices within Cuyahoga County government.
- (B) Assist the public records managers of the various public offices in Cuyahoga County in implementing a sound and consistent countywide public records process in accordance with this ordinance.
- (C) Assist the public offices within the scope of this ordinance in preparing and updating public records retention schedules.

### *Section 5.4: Designation of Deputy Countywide Public Records Manager*

The County Executive shall designate one employee of the executive office staff as Deputy County Public Records Manager, who shall do the following:

- (A) Assist the Countywide Public Records Manager in the performance of his/her duties;
- (B) Maintain the public records request log provided for in Section 6.5 of this ordinance;



- (C) Work with each public office to determine what kinds of public records requests are received by that office that relate to personal or business matters, rather than governmental operations, and are not required to be included in the public records request log;
- (D) Provide a copy of Cuyahoga County's Public Records policy to each public records manager and obtain a written acknowledgement from each records manager that the policy was received; and
- (E) Serve as the public records manager for the County Executive's office.

Section 5.5: Designation of Public Records Managers

(A) Each public office shall designate a public records manager who shall be responsible for the maintenance of the public records for that office and for handling public records requests directed to that office.

(B) For the following offices, the person designated as public records manager shall be an employee of the office who works at the principal place at which that office does business:

- (1) the County Executive, including all executive office staff
- (2) the County Council
- (3) the Law Department
- (4) the Sheriff
- (5) the Medical Examiner
- (6) the Clerk of Courts
- (7) the Department of Economic Development, which shall include the Office of

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- (8) the Information Officer
- (9) the Department of Public Works
- (10) the Department of Purchasing
- (11) the Department of Human Resources
- (12) the Fiscal Office
- (13) the Child Support Enforcement Agency
- (14) the Division of Children and Family Services
- (15) the Division of Employment and Family Services
- (16) the Division of Senior and Adult Services
- (17) the Director of Human Services, which shall include the Director's Office and all other offices in the Department of Human Services not covered by items twelve (12) through fifteen (15) above.

(18) the Inspector General

(C) Each office not listed in Subsection B of this section shall designate a public records manager who shall be one of the following:

- (1) an employee of that office or an officer of a Board, Commission, or Advisory Council,
- (2) the Deputy County Public Records Manager, or
- (3) an employee of Cuyahoga County, approved by the Deputy County Public Records Manager, who is the public records manager for another office with responsibilities related to those of the designating office.



*Section 5.6: Public Records Manager for County Council*

The Clerk of Council is hereby designated as public records manager for Cuyahoga County Council.

*Section 5.7: Records Retention Schedules*

Each public office shall have a records retention schedule in place, which shall specify, consistent with state law, the methods by which and the length of time that records shall be kept. For any office that has a records retention schedule in place at the time that this ordinance becomes effective, that records retention schedule shall remain in effect until it is amended according to the procedure set forth in Section 149.38 of the Ohio Revised Code. Each public office that does not have a records retention schedule in place at the time that this ordinance becomes effective shall propose a public records retention schedule to the County Records Commission, in accordance with the procedure set forth in Section 149.38 of the Ohio Revised Code, not later than June 30, 2011.

*Section 5.8: Interim Transient Records Retention Schedule*

Except to the extent that a different records retention schedule on transient communications is required for an office by state law, each public office that does not have a records retention schedule on transient communications in place at the time that this ordinance becomes effective shall use the transient records retention policy and schedule adopted by the County Commissioners on January 12, 2009, until such time as the office's records retention schedule on transient communications is updated, according to the procedure set forth in Section 149.38 of the Ohio Revised Code.

*Section 5.9: Publication of Public Records Policy*

(A) Each public office having public office space shall prepare a poster which shall describe the public records policy of that office, explain how to obtain public records, and name the public records manager for that office. The poster shall be displayed in a conspicuous place at the office and at any branch office where the office conducts business. Each office shall post the same information and its public records retention schedule on its web-page on the county's website.

(B) The County Executive and the Clerk of Council shall each post on their respective web-pages the full Public Records Policy of Cuyahoga County, a summary of that policy, instructions on how to obtain public records, and a list of all of the public records managers for Cuyahoga County government and their contact information, and the public records retention schedule for each office.

(C) The manual of general policies and procedures issued to all employees shall include the county's public records policy.

*Section 5.10: County Website*

The County shall maintain a readily accessible website, which shall include separate pages for the County Executive, the County Council, and each department in County government. The County Executive and the Clerk of County Council shall insure that the website is regularly updated to provide current information, including the notice, agenda, minutes, and reports of all





public meetings conducted by offices within the scope of this ordinance and instructions on how to obtain public records.

## Chapter 6: Public Records Requests

### *Section 6.1: Form of Records Request*

Any person requesting public records shall identify the records requested with sufficient clarity to allow the public office to identify, retrieve, and review the records requested. No specific language or form is required to make the request. If the records request is not sufficiently clear, the public records manager must contact the requestor for clarification, and should assist the requestor by providing information about the manner in which the office keeps its records.

### *Section 6.2: Identity of Requestor Not Required*

The requestor is not required to put a public records request in writing and does not need to provide his/her identity or the intended use of the records requested. The public office may request this information, particularly to aid in complying with the request, but must clearly state that providing this information is voluntary.

### *Section 6.3: Availability of Records*

Records shall be made available promptly for inspection or copying. Public records requests shall be given priority attention in any office receiving them, but reasonable time shall be allowed to comply with requests that are large, involve records stored other than at the site where the request was made, or involving records that must be inspected for possible redaction of information exempt from the public records law. Whenever a request is received that cannot be complied with immediately, the public office shall provide the requestor a receipt acknowledging and describing the public records request and may provide an estimate as to when a response can be provided.

### *Section 6.4: Denial of Request and Redaction of Records*

Any denial of records requested must include a written explanation, including legal authority. If part of a record requested is exempt from public records law, that part shall be redacted, and the remainder provided. Each redaction shall be accompanied by a written explanation, including legal authority.

### *Section 6.5: Public Records Request Log*

Each office shall maintain a log of all public records requests received that relate to governmental operations and shall forward a copy of the log at the end of each week to the Deputy Countywide Records Manager, who shall maintain a countywide public records log. Each office shall, with the approval of the Deputy Countywide Public Records Manager, determine what kinds of public records requests received by that office relate to personal or business matters, rather than governmental operations; and these requests shall not be required to be included in the log. For each public records request required to be included in the public records request log, the following information shall be provided:

- (A) the office that received the request
- (B) the date that the request was received,





- (C) the name of the requestor, if known
- (D) a brief description of what records were requested,
- (E) the date that response to the request was completed,
- (F) a brief description of any denials or redactions required.

Chapter 7: Costs of Public Records

*Section 7.1:* Persons requesting copies of public records shall be required to pay for the cost of making copies, at a rate not to exceed the actual cost of making copies. Payment in advance may be required.

Starting in calendar year 2011, the County Council shall biannually determine and establish the copying costs for public records.

*Section 7.2:* Except as otherwise provided by court order, the following copying costs shall apply until the County Council first determines and establishes copying costs for public records:

(A) The charge for paper copies shall be three cents (\$.03) per page. The charge shall be waived when less than one dollar (\$1.00).

(B) The charge for computer files downloaded to a compact disc shall be the actual cost, not to exceed \$1.26 per disc. The charge shall be waived when only one (1) disc is required to fulfill the request.

(C) There shall be no charge for copies provided by email.

(D) Each public office shall have the discretion to waive copying costs of ten dollars (\$10.00) or less when it determines that it is practical and cost-effective to do so, provided that the public office follows a consistent policy on waiver of copying fees for all requestors.



**[PROPOSED SUBSTITUTE]**

**County Council of Cuyahoga County, Ohio**

**Ordinance No. O2013-0003**

<b>Sponsored by: County Executive FitzGerald/Department of Human Resources</b>	<b>An Ordinance</b> providing for modifications to and adoption of the Cuyahoga County Human Resources Personnel Policies and Procedures Manual to be applicable to all County employees, and declaring the necessity that this Ordinance become immediately effective.
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WHEREAS, the County Executive/Department of Human Resources has recommended to amend the Human Resources Personnel Policies and Procedures Manual; and,

WHEREAS, Cuyahoga County Charter Section 9.01 provides that the County’s Human Resources Policies and Systems for County employees shall be established by ordinance and shall be administered in such a manner as will eliminate unnecessary expense and duplication of effort, while ensuring that persons will be employed in the public service without discrimination on the basis of race, color, religion, sex, national origin, sexual orientation, disability, age or ancestry; and,

WHEREAS, on April 5, 2011, County Council adopted the Human Resources Personnel Policies and Procedures Manual (“the Policy Manual”) for a period not-to-exceed June 30, 2011 (Ordinance No. O2011-0015); and,

WHEREAS, on June 28, 2011, County Council extended the effective period for the Policy Manual for a period not-to-exceed December 31, 2011 (Ordinance No. O2011-0028); and,

WHEREAS, on January 24, 2012, County Council adopted the amended version of the County’s Human Resources Personnel Policies and Procedures Manual (Ordinance No. O2011-0061); and,

WHEREAS, the Cuyahoga County Human Resource Commission met on December 19, 2012, and has recommended approval of the proposed revisions to the County’s Human Resources Personnel Policies and Procedures Manual; and,

WHEREAS, it is necessary that this Ordinance become immediately effective in order that critical services provided by Cuyahoga County can continue and to provide for the usual, daily operation of a County entity.

**NOW, THEREFORE, BE IT ENACTED BY THE COUNTY COUNCIL OF CUYAHOGA COUNTY, OHIO:**

**SECTION 1. Adoption of Revised Human Resources Personnel Policies and Procedures Manual:** Council hereby adopts the amended version of the County's Human Resources Personnel Policies and Procedures Manual as effective for all County employees, and shall remain in force and effect and shall be followed by County employees under the authority of the County Council and the County Executive. The Department of Human Resources shall disseminate the amended manual to all employees subject to the manual in accordance with the Department's usual method of dissemination.

**SECTION 2. Administrative Rules:** The Cuyahoga County Administrative Rules, adopted by the Cuyahoga County Board of Commissioners and last revised 7/23/2009, are hereby rescinded, as superseded by the Personnel Policies & Procedures Manual of the Cuyahoga County Human Resources.

**SECTION 3.** It is necessary that this Ordinance become immediately effective in order that critical services provided by Cuyahoga County can continue, and to continue the usual and daily operation of a County entity. Provided that this Ordinance receives the affirmative vote of eight members of Council, this Ordinance shall become immediately effective upon the signature of the County Executive.

**SECTION 4.** It is found and determined that all formal actions of this Council relating to the adoption of this Ordinance were adopted in an open meeting of the Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

On a motion by \_\_\_\_\_, seconded by \_\_\_\_\_, the foregoing Ordinance was duly enacted.

Yeas:

Nays:

\_\_\_\_\_  
County Council President

\_\_\_\_\_  
Date

\_\_\_\_\_  
County Executive

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Date

First Reading/Referred to Committee: January 22, 2013

Committee(s) Assigned: Human Resources, Appointments & Equity

Journal CC \_\_\_\_\_  
\_\_\_\_\_, 2013

# County Council of Cuyahoga County, Ohio

## Ordinance No. O2013-0012

Sponsored by: <b>County Executive FitzGerald/Department of Human Resources on behalf of Human Resource Commission</b>	<b>An Ordinance</b> providing for adoption of various changes to the Cuyahoga County Non-Bargaining Classification Plan, and declaring the necessity that this Ordinance become immediately effective.
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WHEREAS, Section 9.01 of the Charter of Cuyahoga County states that the County's human resources policies and systems shall be established by ordinance and shall be administered in such a manner as will eliminate unnecessary expense and duplication of effort, while ensuring that persons will be employed in the public service without discrimination on the basis of race, color, religion, sex, national origin, sexual orientation, disability, age or ancestry; and,

WHEREAS, Section 9.03 of the Charter of Cuyahoga County states that the Cuyahoga County Human Resource Commission shall administer a clear, countywide classification and salary administration system for technical, specialist, administrative and clerical functions with a limited number of broad pay ranges within each classification; and,

WHEREAS, Section 2.10 of the Cuyahoga County Personnel Policies and Procedures Manual (Ordinances No. O2011-0015 and O2011-0028) states that the employment of all classified County employees is subject to the provisions of the Ohio Revised Code, the Ohio Administrative Code, the Cuyahoga County Administrative Rules and the Policies and Procedures Manual; and,

WHEREAS, the Director of Human Resources submitted several proposed changes to the Cuyahoga County Non-Bargaining Classification Plan; and,

WHEREAS, the Human Resource Commission considered this matter and has undergone significant review, evaluation and modification of such submitted changes to the Cuyahoga County Non-Bargaining Classification Plan; and,

WHEREAS, on April 3, 2013, the Human Resource Commission met and recommended the classification changes (attached hereto as Exhibits A through O), and recommend to County Council the formal adoption and implementation of the attached changes; and,

WHEREAS, it is necessary that this Ordinance become immediately effective in order that critical services provided by Cuyahoga County can continue and to provide for the usual, daily operation of a County entity.

**NOW, THEREFORE, BE IT ENACTED BY THE COUNTY COUNCIL OF CUYAHOGA COUNTY, OHIO:**

**SECTION 1.** The County Council hereby adopts the following changes to the Cuyahoga County Non-Bargaining Classification Plan:

New Classifications:

Exhibit A: Class Title: *Administrative Warden*  
Number: 1025502  
Pay Grade: 16

Exhibit B: Class Title: *Associate Warden*  
Number: 1025502  
Pay Grade: 13

Exhibit C: Class Title: *Chief Deputy, Civil*  
Number: 1025701  
Pay Grade: 14

Exhibit D: Class Title: *Corrections Operations Support Manager*  
Number: 1025301  
Pay Grade: 11

Exhibit E: Class Title: *Deputy Sheriff, Captain*  
Number: 1025601  
Pay Grade: 16

Exhibit F: Class Title: *Jail Administrator*  
Number: 1025503  
Pay Grade: 17

Exhibit G: Class Title: *Mental Health Intake Specialist*  
Number: 1054101  
Pay Grade: 6

Exhibit H: Class Title: *Motor Pool Attendant*  
Number: 1025201  
Pay Grade: 1

Exhibit I: Class Title: *Motor Pool Supervisor*  
Number: 1025202  
Pay Grade: 6

Exhibit J: Class Title: *Process Server*  
Number: 1025101  
Pay Grade: 3

Exhibit K: Class Title: *Psychiatric Services Supervisor*  
Number: 1054115  
Pay Grade: 13

Exhibit L: Class Title: *Social Service Specialist*  
Number: 1056251  
Pay Grade: 6

Revised Classifications:

Exhibit M: Class Title: *Legal Clerk 3*  
Number: 1013413  
Pay Grade: 4

Exhibit N: Class Title: *Security Lieutenant*  
Number: 1025401  
Pay Grade: 10

Exhibit O: Class Title: *Security Manager*  
Number: 1025402  
Pay Grade: 15

**SECTION 2.** It is necessary that this Ordinance become immediately effective for the usual daily operation of the County and the reasons set forth in the preamble. Provided that this Ordinance receives the affirmative vote of at least eight members of Council, it shall take effect and be in force immediately upon the earliest occurrence of any of the following: (1) its approval by the County Executive through signature, (2) the expiration of the time during which it may be disapproved by the County Executive under Section 3.10(6) of the Cuyahoga County Charter, or (3) its passage by at least eight members of Council after disapproval pursuant to Section 3.10(7) of the Cuyahoga County Charter. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

**SECTION 3.** It is found and determined that all formal actions of this Council relating to the adoption of this Ordinance were adopted in an open meeting of the Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

On a motion by \_\_\_\_\_, seconded by \_\_\_\_\_, the foregoing Ordinance was duly adopted.

Yeas:

Nays:

\_\_\_\_\_  
County Council President                      Date

\_\_\_\_\_  
County Executive                                      Date

\_\_\_\_\_  
Clerk of Council                                      Date

First Reading/Referred to Committee: May 14, 2013  
Committee(s) Assigned: Human Resources, Appointments & Equity

Second Reading: \_\_\_\_\_

Journal \_\_\_\_\_  
\_\_\_\_\_, 20\_\_





Robert M. Wolff, Chairman  
 Kathleen Palmer, Commissioner  
 Angela Simmons, Commissioner

**MEMORANDUM**

DATE: April 10, 2013

TO: Cuyahoga County Council President C. Ellen Connally  
 Members of Cuyahoga County Council

FROM: Chairman Robert Wolff, *RM Wolff*  
 Cuyahoga County Human Resource Commission

RE: Proposed Deletions to the County's Classification Plan

Please be advised that the Cuyahoga County Human Resource Commission has fully reviewed and considered the proposed changes to the County's Classification Plan as recommended by the County Sheriff and County Human Resources Director. At our meeting of April 3, 2013, the Commission voted in favor of recommending the proposed new classifications and further recommends modification to the last three classifications listed below to incorporate the particular needs of the Sheriff's department:

Proposed New Classifications				
Class Number	Classification Title	Department	FLSA Status	Pay Grade
1025502	Administrative Warden	Sheriff's Office	Exempt	16
1025502	Associate Warden	Sheriff's Office	Exempt	13
1025701	Chief Deputy, Civil	Sheriff's Office	Exempt	14
1025301	Corrections Operations Support Manager	Sheriff's Office	Exempt	11
1025601	Deputy Sheriff, Captain	Sheriff's Office	Exempt	16
1025503	Jail Administrator	Sheriff's Office	Exempt	17
1054101	Mental Health Intake Specialist	Sheriff's Office	Non-Exempt	6
1025201	Motor Pool Attendant	Sheriff's Office	Non-Exempt	1
1025202	Motor Pool Supervisor	Sheriff's Office	Non-Exempt	6
1025101	Process Server	Sheriff's Office	Non-Exempt	3
1054115	Psychiatric Services Supervisor	Sheriff's Office	Exempt	13
1056251	Social Service Specialist	Sheriff's Office	Non-Exempt	6

<b>Proposed Modified Classifications</b>				
<b>Class Number</b>	<b>Classification Title</b>	<b>Department</b>	<b>FLSA Status</b>	<b>Pay Grade</b>
1013413	Legal Clerk 3	Sheriff/Clerk of Courts	Non-Exempt	4
1025401	Security Lieutenant	Sheriff's Office	Exempt	10
1025402	Security Manager	Sheriff's Office	Exempt	15

cc: Commissioner Angela Simmons  
 Commissioner Kathleen Palmer  
 Chairperson Yvonne Conwell, Human Resources, Appointments & Equity Committee  
 Clerk of Council Jeanne Schmotzer  
 Employment Counsel/Human Resources Director Elise Hara  
 Law Director Majeed Makhoulf  
 Paralegal Whitney Kwok

RW:rk

## CUYAHOGA COUNTY CLASSIFICATION SPECIFICATION

<b>Class Title:</b>	Administrative Warden	<b>Class Number:</b>	1025502
<b>FLSA:</b>	Exempt	<b>Pay Grade:</b>	16
<b>Dept:</b>	Sheriff's Office		

### Classification Function

The purpose of this classification is to manage daily activities of the Corrections division of the Sheriff's Department including inmate intake, booking, processing, and release procedures; to manage Sheriff's Department administrative functions including the employee roster, staffing, employee discipline and training.

### Distinguishing Characteristics

This single-position, management classification is responsible for management, coordination, and supervision of inmate intake, booking, processing, grievance resolution, and release procedures and of employee staffing including scheduling, discipline and staff training directly and through subordinate supervisors. This class works under general direction and requires the analysis and solution of operational, technical, administrative and management problems related to operations and activities within the division. The employee is expected participate in development of objectives, priorities, and procedures. The incumbent exercises discretion in applying policies and procedures to resolve organizational issues and to ensure that assigned activities are completed in a timely and efficient manner. This class is distinguished from the Jail Administrator in that the latter has responsibility for the Corrections division programs and activities.

### Essential Job Functions

**The following duties are normal for this classification. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.**

- 35% +/- 10%
- Directs and manages administrative functions of the Corrections Division directly and through subordinate supervisors and officers; directs inmate intake, booking, processing and classification; directs investigations of inmate grievances; maintains database of inmate grievances; directs inmate release operations.
- 25% +/- 10%
- Supervises the assigned division's functions directly and through subordinate supervisors; assigns and reviews work; approves hiring, promotions, discharges, and disciplinary actions; drives the employee roster process and conducts selections; resolves staffing issues; oversees employee discipline processes including conducting investigations, conducting disciplinary hearings, and resolving disciplinary disputes; evaluates training needs and provides instruction; evaluates performance; establishes and promotes employee morale; drives employee roster process and conducts employee roster selection.
- 25% +/- 10%
- Interacts and coordinates work with intradepartmental staff and with representatives of other County departments and/or agencies; reviews the work of assigned personnel to ensure compliance with departmental policy and standards; regularly evaluates the efficiency of assigned Corrections operations; prepares or coordinates the preparation of administrative studies, reports and recommendations.

## **Administrative Warden**

15% +/- 5%

- Communicates with inmates' families and attorneys; interacts with judicial system partners; represents the department by attending and participating in meetings, conferences, seminars and training; attends civil, administrative, and criminal hearings, proceedings and trials; stays abreast of new trends, requirements, and innovations in the field; provides responsive, high quality service to County employees, representatives of outside agencies and members of the public by providing accurate, complete and up-to-date information, in a courteous, efficient and timely manner; resolves difficult public relations issues.

### **Minimum Training and Experience Required to Perform Essential Job Functions**

Bachelor's degree with a major in law enforcement, corrections, social services or a related field; and five (5) years of law enforcement experience in a civilian governmental law enforcement correctional institution, which must have included a minimum of two (2) years of experience in a supervisory/management position; or an equivalent combination of education, training, and experience.

### **Additional Requirements**

Correctional Officer training.  
Correctional Officer Supervisory/Leadership training.

### **Minimum Physical and Mental Abilities Required to Perform Essential Job Functions**

#### **Physical Requirements**

- Ability to operate a variety of automated office machines including computers and peripheral equipment.

#### **Supervisory Responsibilities**

- Ability to schedule, assign, review, plan and coordinate the work of other employees and to maintain standards.
- Ability to provide instruction to other employees and to act on employee problems.
- Ability to prepare employee performance evaluations.
- Ability to recommend the discipline or discharge of employees.
- Ability to recommend the transfer, promotion or salary increase of other employees.

#### **Mathematical Ability**

- Ability to add, subtract, multiply, divide and calculate decimals and percentages and to calculate and understand descriptive statistics.

## **Administrative Warden**

### **Language Ability & Interpersonal Communication**

- Ability to perform mid to high level data analysis requiring managing of data and people deciding the time, sequence of operations or events within the context of a process, system or organization. Involves determining the necessity for revising goals, objectives, policies, procedures or functions based on the analysis of data/information and includes performance reviews pertinent to such objectives, functions and requirements.
- Ability to comprehend a variety of informational documents including inmate records, court notes, time sheets, invoices, records, grievances, disciplinary reports and architectural drawings.
- Ability to comprehend a variety of reference books and manuals including departmental and County policy manual, manuals, websites, architectural drawings, inmate handbook, contracts, and the Ohio Revised Code (ORC).
- Ability to prepare operational memos, statistical reports, performance appraisals, disciplinary reports, spreadsheets, training manuals, and other job related documents using prescribed format and conforming to all rules of punctuation, grammar, diction and style.
- Ability to manage, supervise and counsel employees, convince and influence others, to record and deliver information, to explain procedures, to follow instructions.
- Ability to develop and maintain effective working relationships with a variety of individuals within and outside the Department.
- Ability to use and interpret basic law, counseling and human resources terminology and language.
- Ability to communicate with staff, departmental employees and administrators, employees of outside agencies, service providers, inmates, families, department directors, attorneys, and judges.

### **Environmental Adaptability**

- Work is primarily performed indoors.
- Work may involve responding to security emergency situations.

*Cuyahoga County is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the County will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective employees and incumbents to discuss potential accommodations with the employer.*

## CUYAHOGA COUNTY CLASSIFICATION SPECIFICATION

<b>Class Title:</b>	Associate Warden	<b>Class Number:</b>	1025502
<b>FLSA:</b>	Exempt	<b>Pay Grade:</b>	13
<b>Dept:</b>	Sheriff's Office		

### Classification Function

The purpose of this classification is to plan, organize, coordinate, assign, direct, and review the work of Correctional Sergeants in the overall planning and organizing of the Corrections division.

### Distinguishing Characteristics

This is a second-line, full supervisory level class in the Correctional Deputy series, responsible for assisting in the management, coordination, supervision and control of the Corrections Division of the Sheriff's Department directly and through subordinate supervisors. This class works under direction and the incumbents study, evaluate, and recommend changes to, or develop of new policies and procedures for facility operations. The incumbent exercises discretion in applying policies and procedures to resolve organizational issues and to ensure that assigned activities are completed in a timely and efficient manner.

### Essential Job Functions

**The following duties are normal for this classification. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.**

- 35% +/- 10%
- Plans, organizes, directs, coordinates, supervises, and evaluates the work of subordinate supervisors; supervises the processing and conducts orientation of new inmates; supervises the preparation of work schedules for staff and inmates; conducts daily security inspections of facilities and grounds.
- 25% +/- 10%
- Supervises the maintenance of inmate accounts and funds; supervises the security of inmates; supervises crisis intervention, and casework services provided to inmates; responds to inmate grievances; disseminates rules and regulations; confers regularly with the Warden on the implementation of policies, programs, and procedures for the division.
- 30% +/- 5%
- Supervises the division's functions through subordinate supervisors; schedules, assigns and reviews work; recommends hiring, promotions, discharges, and disciplinary actions; conducts investigations into employee misconduct; assesses staffing requirements; evaluates performance; establishes and promotes employee morale; takes immediate command of personnel in emergencies and under special conditions, and directs their specific assignments; selects and trains the special response team.
- 10% +/- 5%
- Communicates with inmates' families; represents the department by attending and participating in meetings, seminars and training; stays abreast of new trends, requirements, and innovations in the field; provides responsive, high quality service to County employees, representatives of outside agencies and members of the public by providing accurate, complete and up-to-date information, in a courteous, efficient and timely manner; resolves difficult public relations issues.

## **Associate Warden**

### **Minimum Training and Experience Required to Perform Essential Job Functions**

Bachelor's degree in criminal justice or related field and five years law enforcement experience including one year of experience at the level of Correctional Sergeant; or an equivalent combination of education, training, and experience.

### **Additional Requirements**

None

### **Minimum Physical and Mental Abilities Required to Perform Essential Job Functions**

#### **Physical Requirements**

- Ability to operate a variety of automated office machines including computers and peripheral equipment and audio visual equipment.
- Ability to use a variety of law enforcement tools and equipment including various restraining devices.

#### **Supervisory Responsibilities**

- Ability to schedule, assign, review, plan and coordinate the work of other employees and to maintain standards.
- Ability to provide instruction to other employees and to act on employee problems.
- Ability to prepare employee performance evaluations.
- Ability to recommend the discipline or discharge of employees.
- Ability to recommend the transfer, promotion or salary increase of other employees.

#### **Mathematical Ability**

- Ability to add, subtract, multiply, and divide.

#### **Language Ability & Interpersonal Communication**

- Requires the ability to perform mid-level data analysis including the ability to audit, deduce, assess, conclude and appraise. Requires discretion in determining and referencing such to established criteria to define consequences and develop alternatives.
- Ability to comprehend a variety of informational documents including attendance reports, disciplinary reports, vacation requests, video recordings, and incident reports.
- Ability to comprehend a variety of reference books and manuals including departmental and county policy manual, manuals, websites, inmate handbook, standards, and the Ohio Revised Code (ORC).

### **Associate Warden**

- Ability to prepare memos, reports, performance appraisals, disciplinary reports, schedules, time slips, and other job related documents using prescribed format and conforming to all rules of punctuation, grammar, diction and style.
- Ability to supervise and counsel employees, convince and influence others, to record and deliver information, to explain procedures, to follow instructions.
- Ability to develop and maintain effective working relationships with a variety of individuals within and outside the Department.
- Ability to use and interpret basic legal and human resources terminology and language.
- Ability to communicate with staff, departmental employees and administrators, employees of outside agencies, families, inmates, and sales representatives.

### **Environmental Adaptability**

- Work is primarily performed indoors.
- Work may involve responding to security emergency situations.

*Cuyahoga County is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the County will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective employees and incumbents to discuss potential accommodations with the employer.*



## CUYAHOGA COUNTY CLASSIFICATION SPECIFICATION

<b>Class Title:</b>	Chief Deputy, Civil	<b>Class Number:</b>	1025701
<b>FLSA:</b>	Exempt	<b>Pay Grade:</b>	14
<b>Dept:</b>	Sheriff's Office		

### Classification Function

The purpose of this classification is to plan, organize, and direct the operations and activities of the Civil division of the Sheriff's Department including the Body Attachments, Cashiers, Deeds and Distributions, Executions, Land Sales and Writs units; to assist the Sheriff in the overall planning and organizing of the Civil division.

### Distinguishing Characteristics

This single-position, management classification is responsible for management, coordination, supervision and control of the Civil Division of the Sheriff's Department directly and through subordinate supervisors. This class works under general direction and requires the analysis and solution of operational, technical, administrative and management problems related to operations and activities within the division. The employee is expected participate in development of objectives, priorities, and procedures, and participates in preparation of the division budget. The incumbent exercises discretion in applying policies and procedures to resolve organizational issues and to ensure that assigned activities are completed in a timely and efficient manner. This class is distinguished from the Sheriff in that the latter is the Department Director that has overall responsibility for all Department programs and activities.

### Essential Job Functions

The following duties are normal for this classification. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- 35% +/- 10%
- Directs and manages the operations and activities of the Civil Division directly and through subordinate supervisors; coordinates work with intradepartmental staff, and with representatives of other county departments and/or agencies; reviews the work of assigned personnel to ensure compliance with departmental policy and standards.
- 25% +/- 10%
- Confers regularly with the Sheriff on the implementation of policies, programs, and procedures for the department; assists in the determination of departmental needs in terms of programs, personnel and equipment; regularly evaluates the efficiency of Civil division operations, the morale and discipline of employees and the department in general; prepares or directs the preparation of administrative studies, reports and recommendations.
- 25% +/- 5%
- Supervises the division's functions directly and through subordinate supervisors; coordinates and allocates work and balances staff accordingly; reviews work; approves hiring, promotions, discharges, and disciplinary actions; conducts investigations into employee misconduct; assesses staffing requirements; evaluates training needs and provides instruction; evaluates performance; establishes and promotes employee morale.

## **Chief Deputy - Civil**

5% +/- 2%

- Reviews and approves all checks and deeds prior to distribution; notarizes documents; oversees the service and returns of summons, subpoenas, and legal documents; reviews and submits bureau budget reports and statistics; recommends and approves expenditures; coordinates with the fiscal office; prepares annual reports.

10% +/- 5%

- Communicates with attorneys; represents the department by attending and participating in meetings, conferences, seminars and training; stays abreast of new trends, requirements, and innovations in the field; provides responsive, high quality service to County employees, representatives of outside agencies and members of the public by providing accurate, complete and up-to-date information, in a courteous, efficient and timely manner; resolves difficult public relations issues.

### **Minimum Training and Experience Required to Perform Essential Job Functions**

Bachelor's degree in criminal justice, social services, liberal arts, criminal justice, business administration or a closely related field and five (5) years of experience in a civilian governmental law enforcement institution, which must have included a minimum of two years of experience in a supervisory/management position; or an equivalent combination of education, training, and experience.

### **Additional Requirements**

None

### **Minimum Physical and Mental Abilities Required to Perform Essential Job Functions**

#### **Physical Requirements**

- Ability to operate a variety of automated office machines including computers and peripheral equipment.

#### **Supervisory Responsibilities**

- Ability to schedule, assign, review, plan and coordinate the work of other employees and to maintain standards.
- Ability to provide instruction to other employees and to act on employee problems.
- Ability to prepare employee performance evaluations.
- Ability to approve the discipline or discharge of employees.
- Ability to recommend the transfer, promotion or salary increase of other employees.

#### **Mathematical Ability**

- Ability to add, subtract, multiply, divide and calculate decimals and percentages.

## **Chief Deputy - Civil**

### **Language Ability & Interpersonal Communication**

- Ability to perform mid to high level data analysis requiring managing of data and people deciding the time, sequence of operations or events within the context of a process, system or organization. Involves determining the necessity for revising goals, objectives, policies, procedures or functions based on the analysis of data/information and includes performance reviews pertinent to such objectives, functions and requirements.
- Ability to comprehend a variety of informational documents including court notes, time sheets, invoices, records, process server duty sheets, daily work count, foreclosure bulletin, eviction return report, disciplinary reports, bank statements and applications.
- Ability to comprehend a variety of reference books and manuals including departmental and county policy manual, manuals, clerk's docket, sick call list, websites, contracts, and the Ohio Revised Code (ORC).
- Ability to prepare memos, reports, correspondence, performance appraisals, disciplinary reports, invoices, order forms, bulletin board, foreclosure data, and other job related documents using prescribed format and conforming to all rules of punctuation, grammar, diction and style.
- Ability to supervise and counsel employees, convince and influence others, to record and deliver information, to explain procedures, to follow instructions.
- Ability to develop and maintain effective working relationships with a variety of individuals within and outside the Department.
- Ability to use and interpret basic legal, counseling and human resources terminology and language.
- Ability to communicate with staff, departmental employees and administrators, employees of outside agencies, magistrates, clerks, auditors, treasurers, courts, department directors, and attorneys.

### **Environmental Adaptability**

- Work is primarily performed indoors in an office environment.

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## CUYAHOGA COUNTY CLASSIFICATION SPECIFICATION

<b>Class Title:</b>	Corrections Operations Support Manager	<b>Class Number:</b>	1025301
<b>FLSA:</b>	Exempt	<b>Pay Grade:</b>	11
<b>Dept:</b>	Sheriff's Office		

### Classification Function

The purpose of this classification is to plan, organize, coordinate, and supervise the food services, laundry, inventory, sanitation and maintenance operations and activities for the Cuyahoga County Corrections Center.

### Distinguishing Characteristics

This is a management level class responsible for planning, organizing, coordinating, and supervising the operations and activities of the food services, laundry, inventory, sanitation and maintenance units for the Cuyahoga County Corrections Center. This class works under general direction and the incumbents evaluate and recommend changes to, or develop new policies and procedures for operations of the assigned functional areas within required standards and regulations. The incumbent exercises discretion in applying policies and procedures to resolve organizational issues and to ensure that assigned activities are completed in a timely and efficient manner. The employee in this class provides supervision to sworn and non-sworn lead classes and to classes that oversee the work of inmates. This class is distinguished from the Operations Warden in that the latter is the Division director that has overall responsibility for division programs and activities.

### Essential Job Functions

The following duties are normal for this classification. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- 35% +/- 10%
- Plans, organizes, directs, coordinates, and supervises the functions of several units within the Corrections division of the Sheriff's Department; procures and/or oversees procurement of materials and equipment; receives, prepares, distributes and stores materials and equipment.
- 30% +/- 5%
- Supervises staff in the assigned units; schedules, assigns and reviews work; recommends hiring, promotions, discharges, and disciplinary actions; maintains standards; conducts investigations into employee misconduct; assesses staffing requirements; evaluates performance; establishes and promotes employee morale.
- 15% +/- 10%
- Determines recommends and implements facilities, equipment, and personnel requirements; recommends layout designs for food service facilities; plans menus according to requirements and standards; directs the selection, placement, use, and maintenance of food service equipment.
- 10% +/- 5%
- Compiles updates and completes records; writes reports; maintains MSDS books and ensures that materials are stored in required conditions.
- 10% +/- 5%
- Stays abreast of new trends, requirements, and innovations in the assigned areas; provides responsive, high quality service to those contacted in performance of duties; coordinates activities with appropriate County divisions and departments; provides accurate, complete and up-to-date information, in a courteous, efficient and timely manner; resolves public relations issues.

## Corrections Operations Support Manager

### **Minimum Training and Experience Required to Perform Essential Job Functions**

Associate's degree in food services, management, or business administration and six (6) years of experience in the food service industry which should include experience supervising staff; or an equivalent combination of education, training, and experience.

### **Additional Requirements**

None

### **Minimum Physical and Mental Abilities Required to Perform Essential Job Functions**

#### **Physical Requirements**

- Ability to operate a variety of automated office machines including computers and peripheral equipment.
- Ability to use a variety of food service, laundry, and sanitation tools, equipment, and supplies.

#### **Supervisory Responsibilities**

- Ability to schedule, assign, review, plan and coordinate the work of other employees and to maintain standards.
- Ability to provide instruction to other employees and to act on employee problems.
- Ability to prepare employee performance evaluations.
- Ability to recommend the discipline or discharge of employees.
- Ability to recommend the transfer, promotion or salary increase of other employees.

#### **Mathematical Ability**

- Ability to add, subtract, multiply, and divide and calculate decimals and percentages.

#### **Language Ability & Interpersonal Communication**

- Requires the ability to perform mid-level data analysis including the ability to audit, deduce, assess, conclude and appraise. Requires discretion in determining and referencing such to established criteria to define consequences and develop alternatives.
- Ability to comprehend a variety of informational documents including attendance reports, disciplinary reports, vacation requests, tracking sheets, invoices and incident reports.
- Ability to comprehend a variety of reference books and manuals including departmental and county policy manual, safety and sanitation manuals, standards, menus, MSDS books, labor contracts, and the Ohio Revised Code (ORC).
- Ability to prepare requisitions, logs, reports, performance appraisals, schedules, assignments, tracking sheets, menus, time slips, and other job related documents using prescribed format and conforming to all rules of punctuation, grammar, diction and style.

### Corrections Operations Support Manager

- Ability to supervise and counsel employees, convince and influence others, to record and deliver information, to explain procedures, to follow instructions.
- Ability to develop and maintain effective working relationships with a variety of individuals within and outside the Department.
- Ability to use and interpret basic mechanical terminology and language.
- Ability to communicate with staff, correctional officers, departmental employees and administrators, employees of outside departments and divisions, inmates, and sales representatives.

### Environmental Adaptability

- Work is primarily performed indoors.

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## CUYAHOGA COUNTY CLASSIFICATION SPECIFICATION

<b>Class Title:</b>	Deputy Sheriff, Captain	<b>Class Number:</b>	1025601
<b>FLSA:</b>	Exempt	<b>Pay Grade:</b>	16
<b>Dept:</b>	Sheriff's Office		

### Classification Function

The purpose of this classification is to plan, direct, and coordinate the activities of a number of organizational divisions and units within major division in the Sheriff's Department; to supervise assigned personnel; perform emergency command and control functions, as well as a variety of related administrative duties.

### Distinguishing Characteristics

This management classification is responsible for management, coordination, supervision and control of a number of assigned divisions and units within divisions in the Sheriff's Department directly and through subordinate supervisors. This class works under general direction and requires the analysis and solution of operational, technical, administrative and management problems related to functional areas within the assigned division. Responsibilities include multiple work sites and multiple budget units. The employee is expected participate in development of objectives, priorities, and procedures, and participates in preparation of division budgets. The incumbent exercises discretion in applying policies and procedures to resolve organizational issues and to ensure that assigned activities are completed in a timely and efficient manner. This class is distinguished from the Chief Deputy Sheriff in that the latter is the assistant Department Head that supports the Sheriff in overall responsibility for all Department programs and activities.

### Essential Job Functions

The following duties are normal for this classification. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- 35% +/- 10%
- Directs and manages the operation of divisions and a number of specialized units within larger divisions of the department directly and through their respective commanding officers; coordinates the work of the unit with intradepartmental staff, and with representatives of other county departments and/or agencies; reviews the work of assigned personnel to ensure compliance with departmental policy and standards.
- 25% +/- 10%
- Reviews and revises existing policies and procedures; recommends, develops and implements new, approved policies and procedures; conducts inspection of personnel and facilities; prepares or directs the preparation of administrative studies, reports and recommendations.
- 25% +/- 5%
- Supervises the assigned divisions' functions directly and through subordinate supervisors; reviews duty reports; schedules, assigns and reviews work; recommends hiring, promotions, discharges, and disciplinary actions; documents misconduct; assesses staffing requirements; evaluates training needs and provides instruction; evaluates performance; establishes and promotes employee morale.
- 5% +/- 2%
- Reviews and submits bureau budget estimates; monitors bank accounts; recommends and approves expenditures; coordinates with the fiscal office; prepares yearly reports and auditing.

## **Deputy Sheriff, Captain**

10% +/- 5%

- Represents the department by attending and participating in meetings, conferences, seminars and training; attends civil, administrative, and criminal hearing, proceedings and trials; stays abreast of new trends, requirements, and innovations in the field; provides responsive, high quality service to County employees, representatives of outside agencies and members of the public by providing accurate, complete and up-to-date information, in a courteous, efficient and timely manner; resolves difficult public relations issues.

### **Minimum Training and Experience Required to Perform Essential Job Functions**

Bachelor's degree with a major in criminal justice, social services, liberal arts, business administration or a closely related field and four (4) years of law enforcement experience in a civilian governmental law enforcement agency, which must have included a minimum of two years of experience in a position equivalent to Sheriff's Lieutenant; or an equivalent combination of education, training, and experience.

### **Additional Requirements**

P.O.S.T Intermediate Certificate; P.O.S.T Advanced Certificate desirable.

### **Minimum Physical and Mental Abilities Required to Perform Essential Job Functions**

#### **Physical Requirements**

- Ability to operate a variety of automated office machines including computers and peripheral equipment.
- Ability to use a variety of law enforcement tools, equipment and supplies.

#### **Supervisory Responsibilities**

- Ability to schedule, assign, review, plan and coordinate the work of other employees and to maintain standards.
- Ability to provide instruction to other employees and to act on employee problems.
- Ability to prepare employee performance evaluations.
- Ability to recommend the discipline or discharge of employees.
- Ability to recommend the transfer, promotion or salary increase of other employees.

#### **Mathematical Ability**

- Ability to add, subtract, multiply, divide and calculate decimals and percentages and to calculate and understand descriptive statistics.

#### **Language Ability & Interpersonal Communication**

- Ability to perform mid to high level data analysis requiring managing of data and people deciding the time, sequence of operations or events within the context of a process, system or organization. Involves determining the necessity for revising goals, objectives, policies,



### **Deputy Sheriff, Captain**

procedures or functions based on the analysis of data/information and includes performance reviews pertinent to such objectives, functions and requirements.

- Ability to comprehend a variety of informational documents including time sheets, invoices, training requests, grievances, disciplinary reports, forms, purchase orders and applications.
- Ability to comprehend a variety of reference books and manuals including departmental and county policy manual, training manuals, contracts, law books, and the Ohio Revised Code (ORC).
- Ability to prepare memos, budget reports, performance appraisals, disciplinary reports, spreadsheets, training manuals, invoices, logs, equipment request and other job related documents using prescribed format and conforming to all rules of punctuation, grammar, diction and style.
- Ability to supervise and counsel employees, convince and influence others, to record and deliver information, to explain procedures, to follow instructions.
- Ability to develop and maintain effective working relationships with a variety of individuals within and outside the Department.
- Ability to use and interpret basic legal, medical, counseling and human resources terminology and language.
- Ability to communicate with staff, departmental employees and administrators, employees of outside agencies, department directors, attorneys, union representatives, and elected officials.

### **Environmental Adaptability**

- Work is primarily performed indoors, but also outdoors subject to heat, cold, wildlife/animals, and toxic agents.

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## CUYAHOGA COUNTY CLASSIFICATION SPECIFICATION

<b>Class Title:</b>	Jail Administrator	<b>Class Number:</b>	1025503
<b>FLSA:</b>	Exempt	<b>Pay Grade:</b>	17
<b>Dept:</b>	Sheriff's Office		

### Classification Function

The purpose of this classification is to plan, organize, and direct the activities of the Corrections division of the Sheriff's Department; to assist the Sheriff in the overall planning and organizing of the Corrections division.

### Distinguishing Characteristics

This single-position, management classification is responsible for management, coordination, supervision and control of the Corrections Division of the Sheriff's Department directly and through subordinate supervisors. This class works under general direction and requires the analysis and solution of operational, technical, administrative and management problems related to operations and activities within the division. The employee is expected participate in development of objectives, priorities, and procedures, and participates in preparation of the division budget. The incumbent exercises discretion in applying policies and procedures to resolve organizational issues and to ensure that assigned activities are completed in a timely and efficient manner. This class is distinguished from the Sheriff in that the latter is the Department Director that has overall responsibility for all Department programs and activities.

### Essential Job Functions

The following duties are normal for this classification. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- 35% +/- 10%
- Directs and manages the operation of the Corrections Division directly and through subordinate supervisors; conducts and attends meetings; reviews daily activities and jail count; oversees inmate intake, classification and release; coordinates work with intradepartmental staff, and with representatives of other County departments and/or agencies; reviews the work of assigned personnel to ensure compliance with departmental policy and standards;
  
- 30% +/- 10%
- Confers regularly with the Sheriff on the implementation of policies, programs, and procedures for the department; evaluates, develops and implements policies, programs and procedures; evaluates the efficiency of Corrections operations, the morale and discipline of employees, and the condition of physical facilities and equipment; participates in contract negotiations; oversees the preparation of administrative studies, reports and recommendations; ensures security of the facility.
  
- 25% +/- 5%
- Responds to inquires; responds to grievances; conducts investigations into employee misconduct; assesses staffing requirements; oversees training needs; evaluates performance; establishes and promotes employee morale.
  
- 5% +/- 2%
- Reviews and submits budgets; oversees bank accounts; recommends and approves expenditures; coordinates with the fiscal office; prepares annual reports.
  
- 5% +/- 2%
- Communicates with inmates' families and attorneys; represents the department by attending and participating in meetings, conferences, seminars and training; attends civil, administrative, and

## **Jail Administrator**

criminal hearing, proceedings and trials; stays abreast of new trends, requirements, and innovations in the field; provides responsive, high quality service to County employees, representatives of outside agencies and members of the public by providing accurate, complete and up-to-date information, in a courteous, efficient and timely manner; resolves difficult public relations issues.

### **Minimum Training and Experience Required to Perform Essential Job Functions**

Bachelor's degree with a major in criminal justice, corrections, social services or a related field and seven (7) years of law enforcement experience in a civilian governmental law enforcement correctional institution, which must have included a minimum of two (2) years of experience in a supervisory/management position; or an equivalent combination of education, training, and experience.

### **Additional Requirements**

Correctional Officer Supervisory/Leadership training.

### **Minimum Physical and Mental Abilities Required to Perform Essential Job Functions**

#### **Physical Requirements**

- Ability to operate a variety of automated office machines including computers and peripheral equipment.

#### **Supervisory Responsibilities**

- Ability to schedule, assign, review, plan and coordinate the work of other employees and to maintain standards.
- Ability to provide instruction to other employees and to act on employee problems.
- Ability to prepare employee performance evaluations.
- Ability to recommend the discipline or discharge of employees.
- Ability to recommend the transfer, promotion or salary increase of other employees.

#### **Mathematical Ability**

- Ability to add, subtract, multiply, divide and calculate decimals and percentages and to calculate and understand descriptive statistics.

#### **Language Ability & Interpersonal Communication**

- Ability to perform mid to high level data analysis requiring managing of data and people deciding the time, sequence of operations or events within the context of a process, system, or organization. Involves determining the necessity for revising goals, objectives, policies, procedures or functions based on the analysis of data/information and includes performance reviews pertinent to such objectives, functions and requirements.
- Ability to comprehend a variety of informational documents including inmate records, court notes, incident reports, time sheets, invoices, records, grievances, disciplinary reports, purchase orders and applications.

### **Jail Administrator**

- Ability to comprehend a variety of reference books and manuals including departmental and County policy manual, manuals, law books, architectural books, websites, inmate handbook, contracts, and the Ohio Revised Code (ORC).
- Ability to prepare memos, reports, performance appraisals, disciplinary reports, spreadsheets, training manuals, invoices, equipment request and other job related documents using prescribed format and conforming to all rules of punctuation, grammar, diction and style.
- Ability to manage, supervise and counsel employees, convince and influence others, to record and deliver information, to explain procedures, to follow instructions.
- Ability to develop and maintain effective working relationships with a variety of individuals within and outside the Department.
- Ability to use and interpret basic law, counseling and human resources terminology and language.
- Ability to communicate with staff, departmental employees and administrators, employees of outside agencies, families, department directors, attorneys, union representatives, and elected officials.

### **Environmental Adaptability**

- Work is primarily performed indoors.
- Work involves responding to security emergency situations.

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# CUYAHOGA COUNTY CLASSIFICATION SPECIFICATION

<b>Class Title:</b>	Mental Health Intake Specialist	<b>Class Number:</b>	1054101
<b>FLSA:</b>	Non - Exempt	<b>Pay Grade:</b>	6
<b>Dept:</b>	Sheriff's Department		

## Classification Function

The purpose of this classification is to identify and refer individuals entering the jail system who have mental health, developmental disabilities, and/or substance abuse/dependency issues to specialized court services.

## Distinguishing Characteristics

This is an entry/journey-level clerical classification with responsibility for serving legal documents for the court system. Employees in this class initially work under direct supervision, progressing to general supervision as the incumbent becomes able to independently perform the full range of duties associated with this level. Employees are expected to use judgment in application of policies and procedures and in determining the needs and indicators of the people being screened.

## Essential Job Functions

The following duties are normal for this classification. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- 70% +/- 10%
  - Reviews daily bookings from the County jail to identify positive indicators to mental health screening questions; coordinate with the Mental Health unit in the Corrections division in scheduling psychiatric appointments to determine diagnosis; collects and faxes reports to Pretrial Services for Mental Health court docket eligibility determination; provides Pretrial Services with initial lists of mental health inmates identified during booking screening or by the Mental Health Board.
- 10% +/- 5%
  - Provides reports to judges regarding the status of the mental health defendants on their docket; researches court information and other information.
- 20% +/- 5%
  - Communicates with Mental Health liaisons to obtain information on inmates identified as consumers of Mental Health Board services; responds to inquiries from inmates on assigned floors regarding their incarceration, court or personal matters; answers written requests from inmates; attends meetings relevant to procedure development

## Minimum Training and Experience Required to Perform Essential Job Functions

Associate's degree in humanities, social services or a related field and two (2) law enforcement or related work; any combination of education, training, and experience.

## Additional Requirements

None

Mental Health Intake Specialist

## **Minimum Physical and Mental Abilities Required to Perform Essential Job Functions**

### **Physical Requirements**

- Ability to operate a variety of automated office machines including computers and peripheral equipment.

### **Supervisory Responsibilities**

No supervisory requirements.

### **Mathematical Ability**

- Ability to add, subtract, multiply, and divide.

### **Language Ability & Interpersonal Communication**

- Requires the ability to perform basic level of data analysis including the ability to review, classify, categorize, prioritize and/or reference data, statutes and/or guidelines and/or group, rank, investigate and problem solve. Requires discretion in determining and referencing such to established standards to recognize interactive effects and relationships.
- Ability to comprehend a variety of informational documents including a daily booking list and psychiatric evaluations.
- Ability to comprehend a variety of reference books and manuals including policies and procedure manuals and Mental Health identified inmates jail list.
- Ability to prepare Word documents, emails and other job related documents using prescribed format and conforming to all rules of punctuation, grammar, diction and style.
- Ability to develop and maintain effective working relationships with a variety of individuals within and outside the Department.
- Ability to use and interpret basic legal and medical/mental health terminology and language.
- Ability to communicate with inmates, mental health liaisons, supervisor, court personnel, and Mental Health unit staff.

### **Environmental Adaptability**

- Work is typically performed indoors.

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## CUYAHOGA COUNTY CLASSIFICATION SPECIFICATION

<b>Class Title:</b>	Motor Pool Attendant	<b>Class Number:</b>	1025201
<b>FLSA:</b>	Non-Exempt	<b>Pay Grade:</b>	1
<b>Dept:</b>	Sheriff's Office		

### Classification Function

The purpose of this classification is to perform work to ensure that vehicles in the Sheriff's Department motor pool are clean and in good working order.

### Distinguishing Characteristics

This is an entry/journey level class responsible for cleaning, performing minor maintenance and for transporting vehicles for servicing. Employees in this class initially work under direct supervision, progressing to general supervision as the incumbent becomes able to independently perform the full range of duties associated with this level. Assignments are limited in scope, contain fairly routine tasks, and are performed within a framework established by higher level employees. This class is distinguished from the Motor Pool Supervisor class that is responsible for the operations and activities of the unit.

### Essential Job Functions

The following duties are normal for this classification. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- 40% +/- 10%
  - Performs the operations and activities of the Motor Pool division in the Sheriff's department; inspects, performs minor maintenance, and cleans vehicles in the motor pool.
- 30% +/- 10%
  - Ensures that vehicles are in good working order; tire pressure, tread wear, fuel and fluids are filled appropriately, that electrical systems are in working order, batteries charged, belts, hoses and wipers are in good repair, and that vehicles interiors and exteriors are washed and cleaned; may make minor repairs, such as fuse/bulb replacement, soldering broken equipment or wires; removes or installs van seats.
- 20% +/- 5%
  - Transports of vehicles to be serviced, garaged, picked-up and delivered, as required; provides roadside assistance; transports people to meetings.
- 10% +/- 5%
  - Cleans and maintains the work area and the level of the parking garage used by the motor pool.

### Minimum Training and Experience Required to Perform Essential Job Functions

Sufficient reading, writing and understanding of the English language to be able to perform job functions; some experience in vehicle maintenance and repair preferred; or an equivalent combination of education, training, and experience.

### Additional Requirements

None

## **Motor Pool Attendant**

### **Minimum Physical and Mental Abilities Required to Perform Essential Job Functions**

#### **Physical Requirements**

- Ability to operate a variety of tools and equipment used for vehicle cleaning and maintenance, such as hoses, brushes, jack, air compressor, battery charger, fuses, and bulbs.

#### **Supervisory Responsibilities**

No supervisory responsibilities.

#### **Mathematical Ability**

No mathematical requirements.

#### **Language Ability & Interpersonal Communication**

- Requires the ability to perform basic level of data analysis including the ability to review, classify, categorize, prioritize and/or reference data, statutes and/or guidelines and/or group, rank, investigate and diagnose. Requires discretion in determining and referencing such to established standards to recognize interactive effects and relationships.
- Ability to comprehend a variety of informational documents including employee performance evaluations, and timesheets and vacation requests.
- Ability to comprehend a variety of reference books and manuals including vehicle manuals and maps
- Ability to prepare mileage records, fuel receipts, time slips, and other job related documents using prescribed format and conforming to all rules of punctuation, grammar, diction and style.
- Ability to attend to a work assignment, following specific instruction or orders of a supervisor. No immediate response or verbal exchange is required unless clarification of instructions is needed. Only minimal contact is required.
- Ability to develop and maintain effective working relationships with a variety of individuals within and outside the Department.
- Ability to communicate with departmental employees, employees of outside agencies and departments/divisions.

#### **Environmental Adaptability**

- Work is primarily performed in a garage environment subject to noise, fumes and fluids.

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# CUYAHOGA COUNTY CLASSIFICATION SPECIFICATION

<b>Class Title:</b>	Motor Pool Supervisor	<b>Class Number:</b>	1025202
<b>FLSA:</b>	Non-Exempt	<b>Pay Grade:</b>	6
<b>Dept:</b>	Sheriff's Office		

## Classification Function

The purpose of this classification is to supervise and participate in the work performed by Motor Pool Attendants in the Motor Pool Division of the Sheriff's Department.

## Distinguishing Characteristics

This is a first-level supervisor class, responsible for supervision of Motor Pool Attendants. This class works under general supervision and the incumbents perform duties within a framework of policies and procedures. Employees are expected to ensure that assigned activities are completed in a timely and efficient manner. This class is distinguished from the Deputy Sheriff, Captain class in that the latter has responsibility for multiple divisions and units in the Sheriff's Department. It is further distinguished from the Motor Pool Attendant class that is an entry-journey level class and receives supervision from employees in this class.

## Essential Job Functions

The following duties are normal for this classification. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- 40% +/- 10%
  - Supervises and coordinates the operations and activities of the Motor Pool division in the Sheriff's department.
- 30% +/- 10%
  - Supervises the division's functions; schedules, assigns and reviews work; maintains standards; recommends hiring, promotions, discharges, and disciplinary actions; evaluates performance; establishes and promotes employee morale.
- 10% +/- 5%
  - Participates in and oversees inspection, minor maintenance, and cleaning of vehicles in the motor pool; ensures that vehicles are in good working order; tire pressure, tread wear, fuel and fluids are filled appropriately, that electrical systems are in working order, batteries charged, belts, hoses and wipers are in good repair, and that vehicles are cleaned inside and out; oversees the transport of vehicles to be serviced, garaged, picked-up and delivered, as required; makes minor repairs, such as fuse/bulb replacement, soldering broken equipment or wires.
- 20% +/- 5%
  - Participates in and oversees the cleaning and maintenance of the level of the parking garage used by the motor pool.

## Minimum Training and Experience Required to Perform Essential Job Functions

High School diploma or GED; some experience in vehicle maintenance and repair and in supervision of employees preferred; or an equivalent combination of education, training, and experience.

## Additional Requirements

None

## **Motor Pool Supervisor**

### **Minimum Physical and Mental Abilities Required to Perform Essential Job Functions**

#### **Physical Requirements**

- Ability to operate a variety of tools and equipment used for vehicle maintenance, such as an air compressor, paints, battery charger, fuses, and bulbs.

#### **Supervisory Responsibilities**

- Ability to schedule, assign, review, plan and coordinate the work of other employees and to maintain standards.
- Ability to provide instruction to other employees and to act on employee problems.
- Ability to prepare employee performance evaluations.
- Ability to recommend the discipline or discharge of employees.

#### **Mathematical Ability**

- Ability to add and subtract.

#### **Language Ability & Interpersonal Communication**

- Requires the ability to perform basic level of data analysis including the ability to review, classify, categorize, prioritize and/or reference data, statutes and/or guidelines and/or group, rank, investigate and diagnose. Requires discretion in determining and referencing such to established standards to recognize interactive effects and relationships.
- Ability to comprehend a variety of informational documents including insurance cards, vehicle service intervals, recalls, listings, maintenance schedules, and employee performance evaluations, and vacation requests.
- Ability to comprehend a variety of reference books and manuals including departmental and county policy manual, vehicle manuals, and maps
- Ability to prepare mileage records, fuel receipts, performance appraisals, time slips, and other job related documents using prescribed format and conforming to all rules of punctuation, grammar, diction and style.
- Ability to supervise and counsel employees, convince and influence others, to record and deliver information, to explain procedures, to follow instructions.
- Ability to develop and maintain effective working relationships with a variety of individuals within and outside the Department.
- Ability to use and interpret basic mechanical and electrical terminology and language.
- Ability to communicate with staff, departmental employees, employees of outside agencies and departments/divisions.

## **Motor Pool Supervisor**

### **Environmental Adaptability**

- Work is primarily performed in a garage environment subject to noise, fumes and fluids.

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## CUYAHOGA COUNTY CLASSIFICATION SPECIFICATION

<b>Class Title:</b>	Process Server	<b>Class Number:</b>	1025101
<b>FLSA:</b>	Non - Exempt	<b>Pay Grade:</b>	3
<b>Dept:</b>	Sheriff's Department		

### Classification Function

The purpose of this classification is to deliver legal documents of the Cuyahoga County Common Pleas Court System.

### Distinguishing Characteristics

This is an entry/journey-level clerical classification with responsibility for serving legal documents for the court system. Employees in this class initially work under direct supervision, progressing to general supervision as the incumbent becomes able to independently perform the full range of duties associated with this level. Assignments are limited in scope, contain routine tasks, and are performed within a framework established by higher level employees.

### Essential Job Functions

The following duties are normal for this classification. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- 70% +/- 10%
- Performs work related to the serving of legal documents from the courts; review daily documents to gain such information as names, addresses, mileage and routes; drives to each address and hand delivers documents to a person of suitable age or posts document at address; documents how papers were served, times, dates, locations, and mileage; returns to the same location the next day, if needed in order to serve the document.
- 10% +/- 5%
- Performs back-up for other Process Servers, when necessary.
- 10% +/- 5%
- Responds to inquiries regarding completed service or status of on-going attempts.
- 10% +/- 5%
- Testifies in court when ordered regarding the results of the service.

### Minimum Training and Experience Required to Perform Essential Job Functions

High school diploma or GED and one (1) year administrative or related experience; or any equivalent combination of education, training, and experience.

### Additional Requirements

Ohio State Drivers license.

### Minimum Physical and Mental Abilities Required to Perform Essential Job Functions

#### Physical Requirements

- Ability to drive a motor vehicle.

Process Server

### **Supervisory Responsibilities**

No supervisory requirements.

### **Mathematical Ability**

- Ability to add, subtract, multiply, and divide.

### **Language Ability & Interpersonal Communication**

- Requires the ability to perform basic level of data analysis including the ability to review, classify, categorize, prioritize and/or reference data, statutes and/or guidelines and/or group, rank, investigate and problem solve. Requires discretion in determining and referencing such to established standards to recognize interactive effects and relationships.
- Ability to comprehend a variety of informational documents including instructions for special service of subpoenas.
- Ability to comprehend a variety of reference books and manuals including policies and procedure manuals.
- Ability to prepare duty sheets, log books, document returns and other job related documents using prescribed format and conforming to all rules of punctuation, grammar, diction and style.
- Ability to develop and maintain effective working relationships with a variety of individuals within and outside the Department.
- Ability to use and interpret basic legal terminology and language.
- Ability to communicate with supervisors, co-workers, clients and subjects being served.

### **Environmental Adaptability**

- Work is typically performed outdoors, subject to heat, cold and traffic.

*Cuyahoga County is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the County will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective employees and incumbents to discuss potential accommodations with the employer.*

## CUYAHOGA COUNTY CLASSIFICATION SPECIFICATION

<b>Class Title:</b>	Psychiatric Services Supervisor	<b>Class Number:</b>	1054115
<b>FLSA:</b>	Exempt	<b>Pay Grade:</b>	13
<b>Dept:</b>	Sheriff's Office		

### Classification Function

The purpose of this classification is to administer, coordinate, supervise, monitor and ensure quality of mental health services for the Cuyahoga County Corrections Center.

### Distinguishing Characteristics

This is a first-line supervisor class responsible for coordinating and supervising the psychiatric services for the Sheriff's department. This class works under direction and the incumbent evaluates and recommends changes to policies and procedures for the assigned functional area within required standards, regulations, and laws. The incumbent exercises discretion in applying policies and procedures to resolve organizational issues and to ensure that assigned activities are completed in a timely and efficient manner. The employee in this class provides supervision to professional and technical-level mental health nurses. This class is distinguished from the Health Care Manager who is responsible for management of physical and mental health programs in the Sheriff's department. It is further distinguished from the mental health Registered Nurses by coordinating and supervising their work.

### Essential Job Functions

The following duties are normal for this classification. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- 45% +/- 10%
- Administers, coordinates, supervises, and participates in the work of mental health nurses; monitors and ensures that services are delivered in a timely and efficient manner; develops and monitors a mental health screening program for screening, evaluating, and referring inmates for mental health services; develops, assesses, and updates mental health services policies and procedures to ensure compliance with best practices, federal, state, and accrediting agency guidelines.
- 35% +/- 5%
- Supervises staff; schedules, assigns and reviews work; interviews and recommends hiring, promotions, discharges, and disciplinary actions; maintains standards; conducts investigations into employee misconduct; evaluates performance; establishes and promotes employee morale; counsels staff; monitors the need for and trains or arranges for staff training; ensures appropriate staffing levels and the availability of staff at all times.
- 10% +/- 5%
- Coordinates referrals and appointment services with clerical staff; compiles data regarding mental health services provided; updates and completes records; writes reports.
- 10% +/- 5%
- Stays abreast of new trends, requirements, and innovations in the assigned area; provides responsive, high quality service to those contacted in performance of duties; directs mental health team meetings; communicates with healthcare staff, correctional staff, community providers, members of the judicial system and family members as appropriate.

## Psychiatric Services Supervisor

### **Minimum Training and Experience Required to Perform Essential Job Functions**

Bachelor's degree in Nursing and five (5) years of experience as a nurse which must have included a minimum of one year of experience as a mental health nurse and two (2) years supervisory experience.

### **Additional Requirements**

Registered Nursing license.

### **Minimum Physical and Mental Abilities Required to Perform Essential Job Functions**

#### **Physical Requirements**

- Ability to operate a variety of automated office machines including computers and peripheral equipment.
- Ability to use a variety of medical tools, equipment, and supplies.

#### **Supervisory Responsibilities**

- Ability to schedule, assign, review, plan and coordinate the work of other employees and to maintain standards.
- Ability to provide instruction to other employees and to act on employee problems.
- Ability to prepare employee performance evaluations.
- Ability to recommend the discipline or discharge of employees.
- Ability to recommend the transfer, promotion or salary increase of other employees.

#### **Mathematical Ability**

- Ability to add, subtract, multiply, and divide and calculate decimals and percentages.

#### **Language Ability & Interpersonal Communication**

- Requires the ability to perform mid-level data analysis including the ability to audit, deduce, assess, conclude and appraise. Requires discretion in determining and referencing such to established criteria to define consequences and develop alternatives.
- Ability to comprehend a variety of informational documents including charts, court orders regarding medications, inmate grievances, performance evaluations, attendance reports, disciplinary reports, vacation requests, tracking sheets, and incident reports.
- Ability to comprehend a variety of reference books and manuals including departmental and county policy manual, safety manuals, medical books, the DSM, mental health services standards, Physicians' Desk Reference, nursing drug handbook, and the Ohio Revised Code (ORC).

### **Psychiatric Services Supervisor**

- Ability to prepare quality improvement reports, logs, performance appraisals, schedules, assignments, presentations, time slips, and other job related documents using prescribed format and conforming to all rules of punctuation, grammar, diction and style.
- Ability to supervise and counsel employees, convince and influence others, to record and deliver information, to explain procedures, to follow instructions.
- Ability to develop and maintain effective working relationships with a variety of individuals within and outside the Department.
- Ability to use and interpret basic medical, counseling and psychiatric terminology and language.
- Ability to communicate with managers, supervisors, psychiatrists, psychologists, correctional officers, departmental employees and administrators, employees of outside departments and divisions, inmates, and attorneys.

### **Environmental Adaptability**

- Work is primarily performed indoors.

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## CUYAHOGA COUNTY CLASSIFICATION SPECIFICATION

<b>Class Title:</b>	Social Service Specialist	<b>Class Number:</b>	1056251
<b>FLSA:</b>	Non - Exempt	<b>Pay Grade:</b>	6
<b>Dept:</b>	Sheriff's Department		

### Classification Function

The purpose of this classification is to serve as a liaison between inmates and service providers, provide court case documentation and provide counseling, as needed.

### Distinguishing Characteristics

This is an entry/journey-level social work classification with responsibility for responding to requests for court information and social social services. Employees in this class initially work under direct supervision, progressing to general supervision as the incumbent becomes able to independently perform the full range of duties associated with this level. Employees are expected to use judgment in application of policies and procedures and in determining the needs and indicators of the people being screened.

### Essential Job Functions

The following duties are normal for this classification. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- 50% +/- 10%
- Conducts face-to-face contact visits with inmates; responds to inmates' requests for services which may include researching court information, initiating social service referral or other miscellaneous referrals; reviews all forwarded mental health screening forms and makes necessary referrals; conducts rounds to assigned floors; responds to emergency situations.
- 20% +/- 5%
- Facilitates support and educational groups for inmates which may include anger management and other programs; participates in security hearings.
- 15% +/- 5%
- Functions as a liaison between inmates, their attorneys, caseworkers, probation/parole officers and family members.
- 10% +/- 5%
- Provides intervention and assessments for inmates with cognitive limitations.
- 5% +/- 2%
- Attends staff meetings; documents monthly statistics.

### Minimum Training and Experience Required to Perform Essential Job Functions

Bachelor's degree in social services, humanities or a related field and one (1) year social work or related work; any combination of education, training, and experience.

### Additional Requirements

None

**Minimum Physical and Mental Abilities Required to Perform Essential Job Functions**

**Physical Requirements**

- Ability to operate a variety of automated office machines including computers and peripheral equipment.

**Supervisory Responsibilities**

No supervisory requirements.

**Mathematical Ability**

- Ability to add, subtract, multiply, and divide.

**Language Ability & Interpersonal Communication**

- Requires the ability to perform basic level of data analysis including the ability to review, classify, categorize, prioritize and/or reference data, statutes and/or guidelines and/or group, rank, investigate and problem solve. Requires discretion in determining and referencing such to established standards to recognize interactive effects and relationships.
- Ability to comprehend a variety of informational documents including a inmate request forms, mental health referral forms, and departmental documentation.
- Ability to comprehend a variety of reference books and manuals including policies and procedure manuals, psychological manuals and mental health publications.
- Ability to prepare monthly statistical forms, memos, documents, emails and other job related documents using prescribed format and conforming to all rules of punctuation, grammar, diction and style.
- Ability to provide counseling, guidance, assistance, and/or interpretation to others regarding the application of procedures and standards to specific situations.
- Ability to develop and maintain effective working relationships with a variety of individuals within and outside the Department.
- Ability to use and interpret basic legal and medical/mental health terminology and language.
- Ability to communicate with inmates, mental health liaisons, attorneys, caseworkers, families, supervisor, court personnel, and Mental Health unit staff.

**Environmental Adaptability**

- Work is typically performed indoors.
- Work involves responding to emergency situations.

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## CUYAHOGA COUNTY CLASSIFICATION SPECIFICATION

<b>Class Title:</b>	Legal Clerk 3	<b>Class Number:</b>	1013413
<b>FLSA:</b>	Non - Exempt	<b>Pay Grade:</b>	4
<b>Dept:</b>	Clerk of Courts, Sheriff's Office		

### Classification Function

The purpose of this classification is to perform specialized and complex clerical work in support of both criminal and civil courts, including receiving, indexing, and recording court case information and/or legal documents, imaging documents, and providing information and assistance to County Court staff, attorneys, and the public. In the Sheriff's Office, the purpose is to issue Concealed Carry licenses, seal records as deemed by order of the Court and maintain databases.

### Distinguishing Characteristics

This classification is the highest level of Legal Clerks. Employees at this level work under a well-defined framework of policies and procedures. They are expected to be fully aware of operating procedures and policies of the court system and office and be able to perform duties that are more specialized and complex in nature.

### Essential Job Functions

The following duties are normal for this classification. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

30% +/- 10%

Attends court proceedings and performs duties in the courtroom; types, enters, proofreads and processes a variety of court records and legal documents; enters information into department databases; verifies information for accuracy and completeness; assigns case numbers; corrects errors as necessary; updates court records and case information and purges old records and case information as appropriate; logs and certifies work activities; makes certified copies and forwards to appropriate parties.

25% +/- 10%

Processes various court and office records and documents; receives and/or gathers documents; sorts, indexes, and prepares documents; reviews and verifies required information; stamps, records and/or certifies documents; conducts background checks utilizing databases and the Law Enforcement Data System; prepares and sets up files, organizes documents, and files documents in designated order; retrieves/replaces files; shreds/destroys confidential or obsolete documents; conducts records maintenance activities in compliance with guidelines governing record retention.

25% +/- 10%

Processes court records and documents for digital imaging; sorts and prepares documents; validates documents; reviews documents for completeness and accuracy; locates missing documents and corrects any errors; scans documents into digital imaging system.

10% +/- 10%

Assists County Court staff, attorneys, and the public in person or by phone; provides basic information on court policies and procedures; receives and responds to questions and requests for documentation and information; researches inquiries to provide accurate response.

10% +/- 10%

Processes outgoing mail; compiles and prepares documentation for mailing or delivery as needed; sorts, organizes, labels, and addresses outgoing mail; applies postage utilizing mail machine; scans outgoing mail; delivers documents in person or through established mail delivery systems; maintains related documentation.

**Minimum Training and Experience Required to Perform Essential Job Functions**

High school diploma or GED with five years clerical experience, including one year as a Legal Clerk II; or an equivalent combination of education, training, and experience.

**Additional Requirements**

No licenses or corticated required.

**Minimum Physical and Mental Abilities Required to Perform Essential Job Functions**

**Physical Requirements**

- Ability to operate a variety of automated office machines including computers and peripheral equipment.

**Supervisory Responsibilities**

No supervisory requirements.

**Mathematical Ability**

- Ability to perform addition, subtraction, multiplication, and division; ability to calculate decimals and percentages; ability to utilize principles of fractions.

**Language Ability & Interpersonal Communication**

- Ability to review, classify, categorize, prioritize, and/or analyze data. Includes exercising discretion in determining data classification, and in referencing such analysis to established standards for the purpose of recognizing actual or probable interactive effects and relationships.
- Ability to comprehend a variety of legal documents and court documents including rulings, judgments, indictments, plea agreements, sentencing documents, validations, rulings, motions, appeals, subpoenas, expungements, applications for license to carry a concealed handgun, police reports, court dockets, mail, forms, reports, memos and correspondence.
- Ability to comprehend a variety of reference books and manuals including computer software manual, Court manuals, L.E.A.D.S./C.R.I.S. manuals, Ohio Concealed Carry Laws and policies and procedure manuals.
- Ability to prepare legal and court-related documents using prescribed format and conforming to all rules of punctuation, grammar, diction and style.
- Ability to provide guidance, assistance, and/or interpretation to others regarding the application of procedures and standards to specific situations.
- Ability to use and interpret general legal and administrative terminology and language.
- Ability to communicate with co-workers, supervisors, judges, attorneys, police officers, employees and managers of other departments, and the general public.

Legal Clerk 3

**Environmental Adaptability**

- Work is typically performed in an office environment.

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## CUYAHOGA COUNTY CLASSIFICATION SPECIFICATION

<b>Class Title:</b>	Security Lieutenant	<b>Class Number:</b>	1025401
<b>FLSA:</b>	Exempt	<b>Pay Grade:</b>	10
<b>Dept:</b>	Sheriff's Office		

### Classification Function

The purpose of this classification is to supervise security personnel on an assigned shift in the Protective Services division; to perform law enforcement duties.

### Distinguishing Characteristics

This is a second-level supervisor class, responsible for supervision of all security personnel on an assigned shift, directly and through subordinate supervisors. This class works under direction and the incumbents are expected to exercise discretion in applying policies and procedures to emergency situations and in resolving day-to-day issues. Employees are expected to ensure that assigned activities are completed in a timely and efficient manner. This class is distinguished from the Security Manager in that the latter has responsibility for division programs and activities. It is further distinguished from the Security Sergeant that is a first-line supervisor and receives supervision from employees in this class.

### Essential Job Functions

The following duties are normal for this classification. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- 35% +/- 10%
- Supervises and coordinates the operations and activities of the Protective Services division in the Sheriff's department on an assigned shift; remains on-call during off hours to assist in emergency situations; oversees communication procedures; assesses, recommends and develops policies and procedures.
- 25% +/- 10%
- Supervises the division's functions directly and through subordinate supervisors; schedules, assigns and reviews work; recommends hiring, promotions, discharges, and disciplinary actions; oversees maintenance of payroll and personnel records; assists in conducting investigations into employee misconduct; evaluates performance; establishes and promotes employee morale; takes immediate command of personnel in emergencies and under special conditions, and directs their specific assignments; monitors, arranges for, and conducts training.
- 10% +/- 5%
- Arranges for inspection and maintenance of equipment; confers regularly with the Security Manager on the implementation of policies, programs, and procedures for the division.
- 20% +/- 5%
- Secures buildings against theft and violence; performs law enforcement duties; diffuses volatile situations; interprets and enforces laws, rules and regulations; patrols grounds and buildings; apprehends and detains violators; testifies in court as required; utilizes firearms and handcuffs in the performance of duties.

5% +/- 2%

- Investigates and resolved customer and internal complaints; provides high quality service to County employees, representatives of outside agencies and members of the public; resolves public relations issues assists other departments and personnel with security needs through consultative review and recommendations.

5% +/- 2%

- Stays abreast of new trends, requirements, and innovations in the field; recommends the use of technology to insure effective and efficient use of resources; attends hearings and investigations.

**Minimum Training and Experience Required to Perform Essential Job Functions**

High School diploma or GED supplemented with vocational school in criminal justice/law enforcement and two years of experience at a supervisory level providing facility and personal security; or an equivalent combination of education, training, and experience.

**Additional Requirements**

P.O.S.T Basic Certificate desirable; completion of firearms training required.

**Minimum Physical and Mental Abilities Required to Perform Essential Job Functions**

**Physical Requirements**

- Ability to operate a variety of automated office machines including computers and peripheral equipment and audio visual equipment.
- Ability to use a variety of communications and law enforcement tools and equipment including various restraining devices.

**Supervisory Responsibilities**

- Ability to schedule, assign, review, plan and coordinate the work of other employees and to maintain standards.
- Ability to provide instruction to other employees and to act on employee problems.
- Ability to prepare employee performance evaluations.
- Ability to recommend the discipline or discharge of employees.
- Ability to recommend the transfer, promotion or salary increase of other employees.

**Mathematical Ability**

- Ability to add, subtract, multiply, and divide, and to calculate decimals and percentages.



**Language Ability & Interpersonal Communication**

- Requires the ability to perform mid-level data analysis including the ability to audit, deduce, assess, conclude and appraise. Requires discretion in determining and referencing such to established criteria to define consequences and develop alternatives.
- Ability to comprehend a variety of informational documents including incident reports, payroll and attendance records, vehicle reports, invoices, disciplinary reports, grievances, performance evaluations, and vacation requests.
- Ability to comprehend a variety of reference books and manuals including departmental and county policy manual, department manuals, municipal ordinances, union contracts, and the Ohio Revised Code (ORC).
- Ability to prepare memos, logs, reports, performance appraisals, disciplinary reports, schedules, time slips, orders, audits, investigations, budgets and other job related documents using prescribed format and conforming to all rules of punctuation, grammar, diction and style.
- Ability to supervise and counsel employees, convince and influence others, to record and deliver information, to explain procedures, to follow instructions.
- Ability to develop and maintain effective working relationships with a variety of individuals within and outside the Department.
- Ability to use and interpret basic legal, medical, accounting, mechanical, and human resources terminology and language.
- Ability to communicate with staff, departmental employees and administrators, employees of outside agencies and departments/divisions, and citizens.

**Environmental Adaptability**

- Work is primarily performed indoors.
- Work involves responding to security emergency situations.

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## CUYAHOGA COUNTY CLASSIFICATION SPECIFICATION

<b>Class Title:</b>	Security Manager	<b>Class Number:</b>	1025402
<b>FLSA:</b>	Exempt	<b>Pay Grade:</b>	15
<b>Dept:</b>	Sheriff's Office		

### Classification Function

The purpose of this classification is to manage, coordinate, supervise, assign, control, and review the work of security personnel in the Protective Services division; to assist the Deputy Sheriff, Captain assigned to the Protective Services division in the overall planning and organizing of the unit.

### Distinguishing Characteristics

This management class is responsible for planning, coordination, and supervision of the Protective Services division of the Sheriff's Department directly and through subordinate supervisors. This class works under direction and the incumbents are expected to study, evaluate, and recommend changes to, or to develop of new policies and procedures for the division's operations. The incumbent exercises discretion in applying policies and procedures to resolve organizational issues and to ensure that assigned activities are completed in a timely and efficient manner. This class is distinguished from the Deputy Sheriff, Captain in that the latter has overall responsibility for division programs and activities. It is further distinguished from the Security Lieutenant that supervises and participates in the operations and activities of units over an assigned shift.

### Essential Job Functions

The following duties are normal for this classification. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- 35% +/- 10%
- Manages, coordinates, supervises, and evaluates the work of subordinate supervisors of the Protective Services division; analyzes, plans and directs a comprehensive security program; develops and updates security policies and procedures; conducts daily security inspections of facilities and grounds; remains on-call for emergencies.
  
- 25% +/- 10%
- Supervises the division's functions through subordinate supervisors; schedules, assigns and reviews work; recommends hiring, promotions, discharges, and disciplinary actions; conducts investigations into employee misconduct; assesses staffing requirements; evaluates performance; establishes and promotes employee morale; takes immediate command of personnel in emergencies and under special conditions, and directs their specific assignments; conducts informal training procedures.
  
- 10% +/- 5%
- Prepares the division budget and coordinates fiscal affairs; arranges for inspection and maintenance of equipment; confers regularly with the Captain on the implementation of policies, programs, and procedures for the division.
  
- 20% +/- 5%
- Performs law enforcement duties; interprets and enforces laws, rules and regulations; patrols grounds and buildings; apprehends and detains violators; testifies in court as required; utilizes firearms and handcuffs in the performance of duties.

## **Security Manager**

### **Language Ability & Interpersonal Communication**

- Requires the ability to perform mid-level data analysis including the ability to audit, deduce, assess, conclude and appraise. Requires discretion in determining and referencing such to established criteria to define consequences and develop alternatives.
- Ability to comprehend a variety of informational documents including incident reports, safety violations, shift reports, invoices, attendance reports, disciplinary reports, grievances, proposals, vacation requests, and video recordings.
- Ability to comprehend a variety of reference books and manuals including departmental and county policy manual, manuals, websites, municipal ordinances, union contracts, and the Ohio Revised Code (ORC).
- Ability to prepare memos, reports, performance appraisals, disciplinary reports, schedules, time slips, orders, audits, investigations, and other job related documents using prescribed format and conforming to all rules of punctuation, grammar, diction and style.
- Ability to manage, supervise and counsel employees, convince and influence others, to record and deliver information, to explain procedures, to follow instructions.
- Ability to develop and maintain effective working relationships with a variety of individuals within and outside the Department.
- Ability to use and interpret basic legal, medical, accounting and human resources terminology and language.
- Ability to communicate with staff, departmental employees and administrators, employees of outside agencies and departments/divisions, and citizens.

### **Environmental Adaptability**

- Work is primarily performed indoors.
- Work involves responding to emergency situations.

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# County Council of Cuyahoga County, Ohio

## Ordinance No. O2013-0004

<b>Sponsored by: County Executive FitzGerald/Department of Health and Human Services</b>	<b>An Ordinance</b> amending Ordinance No. O2011-0045, as amended, which established divisions and sections within the Department of Health and Human Services, to create the Office of the Director and to clarify and delineate displacement, reinstatement and reemployment procedures; combining Ordinance Nos. O2011-0045 and O2012-0029 with this Ordinance for purposes of codification; and declaring the necessity that this Ordinance become immediately effective.
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WHEREAS, Article VIII, Section 8.01 of the Charter of Cuyahoga County created the Department of Health and Human Services, and provides that the Department of Health and Human Services “shall administer all programs and activities for which the County has or has assumed responsibility for the protection and enhancement of the health, education and well-being of County residents; and

WHEREAS, under the prior form of government these services were performed by four separate agencies, namely the Department of Employment and Family Services, the Cuyahoga Support Enforcement Agency; the Department of Children and Family Services; and the Department of Senior and Adult Services; and

WHEREAS, the work performed by the four above-named agencies required specialized knowledge and skills; and

WHEREAS, Article III, Section 3.09(2), of the Charter grants Council the power to establish departments, and divisions and sections within departments, under the supervision of the County Executive as the Council determines to be necessary for the efficient administration of the County; and

WHEREAS, Ordinance No. O2011-0045 established as separate divisions within the Department of Health and Human Services the following: the Division of Employment and Family Services/Cuyahoga Support Enforcement Agency; the Division of Children and Family Services; the Division of Senior and Adult Services; and the Division of Community Initiatives; and subsequent Ordinance No. O2012-0029 renamed the Division of Employment and Family Services/Cuyahoga Support Enforcement Agency as Cuyahoga Job and Family Services; and

WHEREAS, Ordinance No. O2011-0045 authorizes the Director of Health and Human Services to employ additional deputies, assistants and employees as shall be conducive to the efficient performance of the duties of the Department of Health and Human Services; and

WHEREAS, the establishment of an Office of the Director, within the Department of Health and Human Services, to employ additional employees, officers, and assistants, will benefit the operations of the Department; and

WHEREAS, the diversity of programming needs and issues under the new Department of Health and Human Services has not changed since the Charter consolidated the previously-separate departments, and continues to require specialized knowledge and skills; and

WHEREAS, the equalization and delineation of displacement rights within the Department of Health and Human Services is necessary to maximize the specialized knowledge and skills, minimize service disruption, and make better use of County resources; and

WHEREAS, Article XVIII, Section 3 of the Ohio Constitution grants Cuyahoga County broad home rule powers to adopt rules, as designated by ordinance, as the Council determines to be necessary for the efficient administration of the County; including ordinances at variance with state statute; and

WHEREAS, it is necessary that this Ordinance become immediately effective in order that critical services provided by Cuyahoga County can continue and to provide for the usual, daily operation of a County department.

**NOW, THEREFORE, BE IT ENACTED BY THE COUNTY COUNCIL OF CUYAHOGA COUNTY, OHIO:**

**SECTION 1.** Section 202.10 is hereby enacted as follows:

Section 202.10: Department of Health and Human Services

(A): There is hereby established the Department of Health and Human Services. The duties, functions, and employees of the former Departments of Children & Family Services, Employment & Family Services, Cuyahoga Support Enforcement Agency, and Senior & Adult Services, each of which have historically operated as its own department, shall be incorporated as three separate divisions within the Department of Health and Human Services. These divisions shall be known as Cuyahoga Job and Family Services, Children and Family Services, and Senior and Adult Services, Each of these divisions will be supervised by an Administrator who will report to the Director of Health and Human Services.

(B): The Department of Health and Human Services shall also contain the Community Initiatives Division, consisting of the Family and Children First Council,

the Office of Early Childhood, the Office of Homeless Services, and the Office of Re-entry.

(C): The Department of Health and Human Services shall also contain the Office of the Director.

(D): The Director of Health and Human Services is hereby authorized to employ and supervise deputies, assistants and employees as shall be conducive to the efficient performance of the duties of the Department of Health and Human Services and is consistent with approved budgetary parameters determined by Council.

(E): Nothing in this Ordinance is intended to limit the ability of the County Executive and the Director of the Department of Health and Human Services to abolish positions for the purpose of enhancing the efficiency of operations or for any other reason permitted by general law.

(F): Displacement rights following the abolishment of a position within the Department of Health and Human Services are hereby delineated and wholly defined as displacement within the Division to which each employee is assigned (i.e., the Division of Children and Family Services; the Division of Senior and Adult Services; Cuyahoga Job and Family Services; or, the Division of Community Initiatives Services). In the case of the employees of the Office of the Director, displacement rights shall be limited to that office.

(G): No employee within the Department of Health and Human Services may displace another employee who has more retention points, regardless of the classification of either employee.

(H): This Ordinance specifically overrides any and all conflicting ordinances, as well as the provision set forth in OAC 123:1-41-12(E) that creates an additional displacement category for employees of county departments of job and family services defined as displacement in classifications previously held. Unless provided for otherwise in a collective bargaining agreement, in which case the terms of the agreement shall apply, employees in the Department of Health and Human Services shall have only those displacement rights contained herein.

**SECTION 2.** It is necessary that this Ordinance become immediately effective for the usual daily operation of the County and the reasons set forth in the preamble. Provided that this Ordinance receives the affirmative vote of at least eight members of Council, it shall take effect and be in force immediately upon the earliest occurrence of any of the following: (1) its approval by the County Executive through signature, (2) the expiration of the time during which it may be disapproved by the County Executive under Section 3.10(6) of the Cuyahoga County Charter, or (3) its passage by at least eight members of Council after disapproval pursuant to Section 3.10(7) of the Cuyahoga County Charter. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

**SECTION 3.** It is found and determined that all formal actions of this Council relating to the adoption of this Ordinance were adopted in an open meeting of the Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

On a motion by \_\_\_\_\_, seconded by \_\_\_\_\_, the foregoing Ordinance was duly enacted.

Yeas:

Nays:

\_\_\_\_\_  
County Council President

\_\_\_\_\_  
Date

\_\_\_\_\_  
County Executive

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Date

First Reading/Referred to Committee: January 22, 2013  
Committee(s) Assigned: Health, Human Services & Aging

Committee Report/Second Reading: April 23, 2013

Legislation Substituted on the Floor: April 23, 2013

Third Reading/Referred to Committee: May 14, 2013  
Committee(s) Assigned: Health, Human Services & Aging

Journal CC010  
May 28, 2013