

COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 12, 2020

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

Present:
Jeff Benton, President
Gary Merrell, Vice President
Barb Lewis, Commissioner

10:00 A.M. Final Hearing For The Villas At Walnut Grove Condominium Drainage Maintenance Improvement Petition Project

1
RESOLUTION NO. 20-243

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MARCH 9, 2020:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on March 9, 2020; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.12 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the previous meeting.

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye Mr. Benton Aye

2
PUBLIC COMMENT
 -None

Update from Shelia Hiddleston about COVID-19 (2019 Novel Coronavirus)

3
RESOLUTION NO. 20-244

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0311:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0311 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
B&S Sealing LLC (P2001825)	CDBG PY 18	23011703-5365	\$6,000.00
B&S Sealing LLC (P2001825)	CDBG PY 18	21011113-5301	\$3,640.94
North American Env	Asbestos BYXbe	42011440-5410	\$7,366.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Line Account</u>	<u>Amount</u>
R2002422	MORROW COUNTY JOB & FAMILY SVS	MOU FINANCE TRAINING	22411605 - 5301	\$7,500.00
R2002541	POGGEMEYER DESIGN GROUP INC	CDBG ADMINISTRATION AND FAIR HOUSING	23011703 - 5365	\$6,704.08
R2002616	XYLEM WATER SOLUTIONS USA INC	RETURN PUMPS	66211900 - 5450	\$13,256.00
R2002621	MICROMAN INC	PLC SWITCH REPLACEMENT AT ACWRF - PART OF ALUM CHESHIRE FORCE	66611900 - 5410	\$12,441.00
R2002622	CERTIFIED TREE EXPERTS	MAIN IMPROVEMENTS - TREE CLEARING	66711900 - 5410	\$33,865.00

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Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

4

RESOLUTION NO. 20-245

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Emergency Medical Services department is requesting that Glen Keating attend an Image Trend Connect 2020 course in St. Paul, Minnesota from July 22-24, 2020 at the cost of \$2,500.00 (fund number 10011303).

Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

5

RESOLUTION NO. 20-246

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION FOR JUVENILE COURT:

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

Supplemental Appropriation		
27426314-5319	Crime Victims CASA/Reimbursements	27,250.00

Vote on Motion Mr. Merrell Aye Mr. Benton Aye Mrs. Lewis Aye

6

RESOLUTION NO. 20-247

IN THE MATTER OF APPROVING MODIFICATION #1 TO AGREEMENT NO. 18982 WITH AECOM TECHNICAL SERVICES, INC.:

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

DELAWARE COUNTY
AGREEMENT NO. 18982
MODIFICATION #1

The Original Agreement No. 18982 (hereinafter referred to as the “Original Agreement”), entered into the 19th day of October, 2015, by and between Delaware County, acting by and through the Board of County Commissioners (hereinafter referred to as the “County”), and AECOM Technical Services, Inc. (hereinafter referred to as the “Consultant”), with an office located at 277 West Nationwide Boulevard, Columbus, Ohio 43215-2566, is hereby modified as follows, this 12th day of March, 2020:

CLAUSE III – PRIME COMPENSATION and CLAUSE IV – INCORPORATION BY REFERENCE of the Original Agreement are hereby modified in their entirety as follows:

CLAUSE III - PRIME COMPENSATION

The County agrees to compensate the Consultant for the performance of the authorized portions of the Work specified in this Agreement.

Project Development Process.

- Part 1: Planning thru Preliminary Engineering Lump sum compensation of Six Hundred Fifty-Five Thousand Seven Hundred Nineteen Dollars (\$655,719.00).
- Part 2: Intersection Turning Movement Counts for No Build Condition Lump sum compensation of Thirteen Thousand Eight Hundred Ninety Dollars (\$13,890.00).
- Part 3: Machine Counts on Roadways and Ramps for No Build Condition Lump sum compensation of Nineteen Thousand Three Hundred Thirty-Three Dollars (\$19,333.00).
- Part 4: Planning Level Traffic for No Build Condition Lump sum compensation of Thirty Thousand Nine Hundred Twenty-Four Dollars (\$30,924.00).
- Part 5: Revision of the Feasibility Study in accordance with the Modification Proposal

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Dated January 18, 2019 by AECOM, Lump sum compensation of Thirty Three Thousand One Hundred Seventy Dollars (\$33,170.00)

The total maximum prime compensation of all Parts which may be authorized for the subject Agreement is Seven Hundred Fifty Three Thousand Thirty-Six Dollars (\$753,036.00).

CLAUSE IV - INCORPORATION BY REFERENCE

The following documents, or specified portions thereof, are hereby incorporated into and made a part of this Agreement as though expressly rewritten herein:

- (a) The Department of Transportation's "Specifications for Consulting Services, 2010 Edition".
- (b) The attached Final Scope of Services Minutes dated July 31, 2015.
- (c) The Invoice & Progress Schedule.
- (d) The most current Office of Budget and Management Travel Policy as published on the State of Ohio Website (<http://obm.ohio.gov/MiscPages/TravelRule>).
- (e) Modification Proposal Dated January 18, 2019 by AECOM

All other terms and conditions of the Original Agreement shall remain in full force and effect and are made a part of this Modification as though fully rewritten herein.

NOW, THEREFORE BE IT RESOLVED, that the Board of Commissioners of Delaware County, State of Ohio hereby approves Modification #1 to Agreement No. 18982 with AECOM Technical Services in accordance with the Engineer’s recommendations stated herein.

Vote on Motion Mrs. Lewis Aye Mr. Benton Aye Mr. Merrell Aye

7

RESOLUTION NO. 20-248

IN THE MATTER OF APPROVING THE PLATS OF SUBDIVISION FOR THE HEATHERS AT GOLF VILLAGE SECTION 4 AND MAPLE GLEN:

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

Heathers at Golf Village Section 4

WHEREAS, Pulte Homes of Ohio, LLC, has submitted the Plat of Subdivision (“Plat”) for The Heathers at Golf Village Section 4, including related development plans (“Plans”) and requests approval thereof by the Board of Commissioners of Delaware County; and

WHEREAS, the Liberty Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on December 12, 2019; and

WHEREAS, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on December 16, 2019; and

WHEREAS, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on December 18, 2019; and

WHEREAS, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on February 12, 2020; and

WHEREAS, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat on February 28, 2020;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for The Heathers at Golf Village Section 4.

The Heathers at Golf Village Section 4:

Situated in the State Of Ohio, County Of Delaware, Township Of Liberty, and in Farm Lot C (6.817 acres) and Farm Lot 23 (5.819. acres), Quarter Township 2, Township 3, Range 19, United State Military Land, containing 12.636 acres of land, more or less, said 12.636 acres being a part of that tract of land conveyed to Pulte Homes of Ohio LLC by deed of record in Official Record 1463, Page 2723, Recorder’s Office, Delaware County, Ohio. Cost: \$78.

Maple Glen:

WHEREAS, Maple Glen, LLC, has submitted the Plat of Subdivision (“Plat”) for Maple Glen, including

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related development plans (“Plans”) and requests approval thereof by the Board of Commissioners of Delaware County; and

WHEREAS, the Berlin Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on January 21, 2020; and

WHEREAS, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on January 22, 2020; and

WHEREAS, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on January 22, 2020; and

WHEREAS, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on February 14, 2020; and

WHEREAS, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat on February 28, 2020;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Maple Glen.

Maple Glen:

Situated in the State Of Ohio, County Of Delaware, Township Of Berlin, Farm Lot 1, Section 4, Township 4, Range 18 United States Military Lands, being 18.901 acres of land and being part of that 28.907 acre tract of land as described in a deed to Maple Glen, LLC, of record in Official Record 1566, Page 1236, all references herein being to the records located in the Recorder’s Office, Delaware County, Ohio. Cost: \$42.

Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

8

RESOLUTION NO. 20-249

IN THE MATTER OF AUTHORIZING THE COUNTY ADMINISTRATOR TO APPROVE AND EXECUTE A SERVICES CONTRACT FOR CONSULTING SERVICES RELATED TO THE PY20 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAMS:

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

WHEREAS, Delaware County intends to submit a funding request to the Ohio Development Services Agency (ODSA) for CDBG program funding; and

WHEREAS, the Office of Economic Development shall serve as the Project Manager and Grant Administrator for the CDBG programs; and

WHEREAS, Delaware County issued a Request for Proposals (RFP) from consultants to provide administrative assistance to the County in the administration and management of the CDBG program and has determined the lowest and best proposal for consulting services;

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

Section 1. The Board hereby authorizes the County Administrator to approve and execute a Services Contract with Flowers Consulting, LLC for administrative consulting services related to the PY20 CDBG programs, as described in the proposal received and on file.

Section 2. The Economic Development Director is authorized to serve as the Program Manager and Grant Administrator for the PY20 CDBG programs.

Section 3. This Board finds and determines that all formal actions of this Board and any of its committees concerning and relating to the passage of this Resolution were taken in an open meeting of this Board or any of its committees, and that all deliberations of this Board and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including Ohio Revised Code Section 121.22.

Section 4. This Resolution shall be in full force and effect immediately upon its adoption.

SERVICES AGREEMENT

This Agreement is made and entered into this 9th day of March, 2020, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015

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(“County”), and Flowers Consulting, LLC (“Contractor”), hereinafter collectively referred to as the “Parties.”

1 SERVICES PROVIDED BY CONTRACTOR

- 1.1 The Contractor will provide consulting and administration services to the County for the Program Year 2020 Community Development Block Grant funding allocated to the County (the “Services”).
- 1.2 The Contractor shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 Services are more fully defined in and shall be rendered by the Contractor in accordance with the Contractor’s Cover Letter dated February 19, 2020 and the Proposed Project Schedule (collectively, the “Attachments”), which are attached hereto and, by this reference, fully incorporated into this Agreement.

2 SUPERVISION OF SERVICES

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Economic Development Director as the Project Manager and agent of the County for this Agreement.
- 2.2 The Economic Development Director shall have authority to review and order changes, commencement, suspension or termination of the Services performed under this Agreement.

3 AGREEMENT AND MODIFICATIONS

- 3.1 This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Contractor, shall supersede all prior understandings and agreements relating to the Project, and may only be modified or amended in writing with the mutual consent and agreement of the Parties.

4 FEES AND REIMBURSABLE EXPENSES

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Attachments and consistent with applicable federal law and regulations.
- 4.2 For all Services the lump sum fee shall be \$30,000.00.
- 4.3 Total compensation under this Agreement shall not exceed \$30,000.00 without subsequent modification.
- 4.4 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the Scope of Services.

5 NOTICES

- 5.1 “Notices” issued under this Agreement shall be served to the parties listed below in writing. The parties may use electronic communication for the purposes of general communication; however, e-mail shall not be used to transmit Notices.

County:

Name: Bob Lamb, Economic Development Director
 Address: 101 N. Sandusky Street, Delaware, Ohio 54015
 Telephone: 740-833-2113
 Email: blamb@co.delaware.oh.us

Contractor:

Name of Principal in Charge: Jillian M. Flowers – Flowers Consulting, LLC
 Address of Firm: 10395 Raiders Road
 City, State, Zip: Nashport, Ohio 43830

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Telephone:

Email: jillianmflowers@gmail.com

6 PAYMENT

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Contractor and approved by the Economic Development Director and shall be in accordance with the Contractor's Price Proposal.
- 6.2 Invoices shall be submitted to the Project Manager by the Contractor on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Contractor shall promptly submit documentation as needed to substantiate said invoices.
- 6.3 The County shall pay invoices within thirty (30) days of receipt.

7 NOTICE TO PROCEED, COMPLETION OF SERVICES, DELAYS AND EXTENSIONS

- 7.1 The Contractor shall commence Services upon written Notice to proceed issued by the Economic Development Director and shall complete the Services in accordance with the Attachments.
- 7.2 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Contractor may make a written request for time extension, and the Economic Development Director may grant such an extension provided that all other terms of the Agreement are adhered to.

8 SUSPENSION OR TERMINATION OF AGREEMENT

- 8.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Contractor shall immediately suspend or terminate Services, as ordered by the County.
- 8.2 In the case of termination, the Contractor shall submit a final invoice within sixty (60) days of receiving Notice of termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the date of termination.

9 CHANGE IN SCOPE OF SERVICES

- 9.1 In the event that significant changes to the scope of Services are required during performance of the Services, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall be approved by both parties.

10 OWNERSHIP

- 10.1 Upon completion or termination of the Agreement, the Contractor shall provide copies, if so requested, to the County of all documents or electronic files produced under this Agreement
- 10.2 The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed calculations, reports, and any other tangible written or electronic work produced in accordance with the Agreement.
- 10.3 This section does not require unauthorized duplication of copyrighted materials.

11 CHANGE OF KEY CONTRACTOR STAFF; ASSIGNMENT

- 11.1 The Contractor shall immediately notify the County, in writing, of any change to key Contractor staff or subcontractors assigned to the Services as contemplated at the time of executing this Agreement.
- 11.2 The Contractor shall not assign or transfer this Agreement, or any of the rights, responsibilities, or remedies contained herein, to any other party without the express, written consent of the County.

12 INDEMNIFICATION

- 12.1 The Contractor shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Contractor, its employees, agents,

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subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

- 12.2 The Contractor shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result breach of contract, infringement of any right to use, possess, or otherwise operate or have any owned, protected, licensed, trademarked, patented, non-patented, and/or copyrighted software, product, service, equipment, invention, process, article, or appliance manufactured, used, or possessed in the performance of the Agreement and/or in providing the Services, to the extent caused by any act, error, or omission of the Contractor, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

13 INSURANCE

- 13.1 Minimum Coverage: Contractor shall maintain general and automobile liability insurance policies in such amounts as the County Administrator determines will reasonably protect the County and Contractor.
- 13.2 Proof of Insurance: Prior to the commencement of any Services under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of Services under this Agreement.

14 MISCELLANEOUS TERMS AND CONDITIONS

- 14.1 Assignment: Neither party may assign or transfer this Agreement without the prior written consent of the non-assigning party.
- 14.2 Prohibited Interests: Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 14.3 Independent Contractor: The Parties acknowledge and agree that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder.

The County is a public employer as defined in R.C. 145.01(D). The County has classified Consultant as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System ("OPERS") for or on behalf of Consultant for services and/or deliverables rendered and/or received under or pursuant to this Agreement. Consultant acknowledges and agrees that the County, in accordance with R.C. 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. In support of being so informed and pursuant to R.C. 145.038, Consultant agrees to and shall complete an OPERS Independent Contractor Acknowledgement Form ("Form"). The Form is attached hereto and by this reference is incorporated as a part of this Agreement. The County shall retain the completed Form and immediately transmit a copy of it to OPERS.

- 14.4 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 14.5 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 14.6 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

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- 14.7 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

- 14.8 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.

- 14.9 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.

- 14.10 County Policies: The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Contractor shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Contractor to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.

- 14.11 Drug-Free Workplace: The Contractor agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the Services being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.

- 14.12 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of Services under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the Services to which the Agreement relates.

Contractor further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of Services under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

Contractor certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.

Contractor certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye Mr. Benton Aye

**9
RESOLUTION NO. 20-250**

IN THE MATTER OF APPROVING THE DELAWARE COUNTY MOTOR VEHICLE USE POLICY, THE SEVERE WEATHER AND OTHER EMERGENCY POLICY, THE TRAVEL AND EXPENSE REIMBURSEMENT POLICY, AND THE DELAWARE COUNTY SELF INSURANCE AND RISK PROGRAM POLICY:

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

WHEREAS, the Deputy Administrator recommends approval of the Delaware County Motor Vehicle Use Policy, the Severe Weather and Other Emergency Policy, the Travel and Expense Reimbursement Policy, and the Delaware County Self Insurance and Risk Program Policy;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Delaware County Motor Vehicle Use Policy, the Severe Weather and Other Emergency Policy, the Travel and Expense Reimbursement Policy, and the Delaware County Self Insurance and Risk Program Policy:

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DELAWARE COUNTY MOTOR VEHICLE USE POLICY

Subject Motor Vehicle Use Policy	Effective March 12, 2020	Supersedes New	This Sheet 1	Total 9
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This policy is applicable to all elected officials, full or part-time employees, summer workers, co-op students, volunteers, interns and contract employees of Delaware County, Ohio who are required to drive a motor vehicle in the course of their employment or activities on behalf of Delaware County, Ohio. (For purposes of this Policy, the above-listed categories of persons are referred to as “Employees.”) This policy applies to vehicles titled to, purchased or leased by, or insured by or through the Delaware County Board of Commissioners and also applies to privately-owned vehicles operated by Delaware County Employees in the course of their employment or activities on behalf of Delaware County, Ohio and vehicles rented by Employees for travel in and out of Delaware County for authorized reasons. (For purposes of this Policy, the above-listed categories are referred to as “Vehicles” and “Operating a Vehicle” and “Operate a Vehicle.”)

Employees are responsible to ensure safe Vehicle operation. It is the responsibility of every employee who drives a Vehicle to comply with the following:

1. All drivers must be at least eighteen (18) years of age.
2. All drivers must maintain a valid Driver’s License that applies to the type of vehicle to be operated. (e.g. Commercial Driver’s License)
3. All drivers must operate the vehicle in a safe, courteous, and economical manner.
4. All drivers and all passengers in vehicles so equipped shall wear safety belts at all times. Infant/child car seats are required to be used in accordance with the laws of the State of Ohio and manufacturers’ product manuals.
5. All drivers and passengers shall comply with the motor vehicle laws of the State of Ohio or any other applicable State if the Employee is required to drive out of the State of Ohio for business related purposes.

DRIVER ELIGIBILITY

- I. **PRE-EMPLOYMENT QUALIFICATIONS.** Hiring of persons who will be required to drive as a function of their assigned job duties will be in the sole discretion of Delaware County. An applicant may be denied employment on the basis of an unsatisfactory driving record. At the direction of the appointing authority, denial of employment may be made without regard to the number of points or violations, whether they occurred within the past thirty-six (36) months or whether they occurred within the State of Ohio.
 - A. Employees or applicants for employment may be considered qualified to drive on County related business when the following are met to the satisfaction of Delaware County:
 1. A review of the Employee’s Motor Vehicle Record (MVR).
 2. A review of the Employee’s MVR and a recommendation by the County Risk Sharing Authority (CORSAs).
 3. Proof of insurance, see the Delaware County Self Insurance Policy.
 4. Employees whose position requires a commercial driver’s license (CDL) will follow the driving policy specific to their department and position. In the event of a conflict, the department-specific policy controls, but only if the department- specific policy meets or exceeds the provisions of this policy.
 - B. Employees, as defined above, who, in the sole discretion of Delaware County, have an MVR record that demonstrates poor driving habits shall not drive any Vehicle on behalf of Delaware County without receiving additional training and/or intervention and/or discipline and/or until otherwise exhibiting to the appointing authority’s satisfaction that there has been substantial improvement in driving abilities, performance and skills. CORSAs may exclude coverage for any driver or drivers on a temporary or permanent basis.
 - C. Unless extenuating circumstances exist, an applicant with one of the following in the past thirty-six (36) months will not be considered for employment with Delaware County for positions that require driving for employment:
 1. OVI or any other alcohol/drug offense occurring while operating a motor vehicle appearing on current Motor Vehicle Report provided by the Ohio Bureau of Motor Vehicles.
 2. Leaving the scene of an accident appearing on current Motor Vehicle Report provided by the Ohio Bureau of Motor Vehicles.
 3. Fleeing and eluding appearing on current Motor Vehicle Report provided by the Ohio Bureau of Motor Vehicles.
 4. Suspended or revoked license appearing on current Motor Vehicle Report provided by the Ohio Bureau of Motor Vehicles.

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5. Vehicular homicide/manslaughter appearing on current Motor Vehicle Report provided by the Ohio Bureau of Motor Vehicles.
6. Four (4) or more moving violations within the last three (3) years appearing on current Motor Vehicle Report provided by the Ohio Bureau of Motor Vehicles.
7. Three (3) or more at fault accidents in last three years appearing on current Motor Vehicle Report provided by the Ohio Bureau of Motor Vehicles.
8. Reckless operation appearing on current Motor Vehicle Report provided by the Ohio Bureau of Motor Vehicles.

II. **ACTIVE EMPLOYMENT QUALIFICATIONS.** Delaware County's Human Resources office shall maintain an Eligible Drivers List containing the names of all employees eligible under this policy and authorized to drive a Vehicle on County related business. Each year, Delaware County Human Resources shall send to each office or department their portion of the list to update for the annual MVR review. Delaware County Human Resources shall maintain any additional information needed, such as a driver's license number, to conduct reviews. Motor vehicle records of drivers will be submitted annually for review and approval by CORSA. Upon completion of such review, CORSA will forward to the employer recommendations regarding continuation of eligibility restrictions, etc.

A. Upon evaluation by Delaware County of an Employee's MVR and potentially a recommendation by CORSA, drivers may have their driving eligibility temporarily or permanently revoked and/or be required to participate in driving or alcohol/controlled substance intervention programs. Any conviction of one or more of the ten violations below appearing on an Employee's MVR during the prior 36 months may result in such action:

1. Driving under the influence of alcohol or drugs,
2. Leaving the scene of an accident.
3. Vehicular homicides or manslaughter.
4. Driving during a period of suspension or revocation.
5. Reckless operation or other intentional and dangerous use of a motor vehicle.
6. Attempting to elude or flee a law enforcement officer after a traffic violation.
7. Road rage Statute Violations.
8. Falling asleep while driving.
9. Use of a motor vehicle in the commission of a crime.
10. Non-Compliance with Ohio Financial Responsibility Law.

An arrest or conviction for one or more of the above violations on or off county time must be reported within 24 hours of arrest/conviction to the employee's immediate supervisor.

B. The following list of motor vehicle-related occurrences, the appearance of which on the MVR of an Employee during the prior thirty-six (36) month period may result in the training outlines in section X or a temporary or permanent revocation of the Employee's driving eligibility or other disciplinary action as:

1. Two or more "At Fault" accidents
2. Two or more moving violations
3. One "At Fault" and one moving violation.

C. In any case where the appointing authority or CORSA has temporarily or permanently suspended/revoked the Employee's driving eligibility and driving is a function of the employee's job, the appointing authority may take appropriate disciplinary action, up to and including termination, as permitted by department policy, laws and regulations of the State of Ohio, and any applicable collective bargaining agreement.

III. **CONTINUED ELIGIBILITY.** Each Employee's eligibility to operate a Vehicle is within the discretion of the appointing authority and extends only so long as the Employee is in compliance with this Policy.

IV. **VIOLATION REPORTING.** Any Employee eligible to operate a Vehicle must notify their immediate supervisor in any case when the employee's license has expired or is suspended or revoked. The Employee further must report any and all accidents, arrests, violations, and citations issued to their immediate supervisor. Failure to do so may result in disciplinary action.

IV. **ALCOHOLIC BEVERAGES OR CONTROLLED SUBSTANCES**

A. No Alcoholic beverages, illegal drugs or controlled substances are permitted in or on a Vehicle except as a function of law enforcement or medical emergency vehicles.

B. No Alcoholic beverages or illegal drugs are permitted to be transported in or on a Vehicle except as a function of law enforcement.

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- C. No employee shall operate a Vehicle under the influence of alcohol or illegal drugs or illegal use of prescription drugs.
- VI. FIREARMS. Employees, other than law enforcement officers or other persons specifically authorized to carry a firearm, are prohibited from carrying firearms in any Vehicle.
- VI. ACCIDENTS AND TRAFFIC CITATIONS. In the event of a traffic accident or damage to a vehicle while in the course of employment, see the Delaware County Self Insurance Policy for actions.
- VII. For a citation while in the course of employment, Employees shall:
 - A. Report the citation to a supervisor immediately.
 - B. Employee's Supervisor shall record on the Delaware County Incident Report, secure all appropriate information, and forward through the chain-of-command and file with Human Resources within 24 hours of the incident. Depending on the severity of the citation and possible media coverage/pictures/videos, the County Administrator or Deputy Administrator should be notified who in turn will notify the appropriate appointing authority.
 - C. The Employee's appointing authority may take such disciplinary action as permitted by department policy, laws and regulations of the State of Ohio, or any applicable collective bargaining agreement.
- VIII. VEHICLE PROBLEMS. In the event of a Vehicle breakdown Employees should:
 - A. Contact a supervisor immediately. The supervisor or employee shall contact the Delaware County Service Center first and if not available 9-1-1 for assistance if needed.
 - B. If the Vehicle cannot or should not move, the employee should stay in the safest location, this may be in the vehicle on a busy road with nothing around (interstate) or in a local establishment if nearby. 9-1-1 can dispatch law enforcement to your location to assist with road safety. Ensure the Vehicle is safe if leaving it, and locked or unlocked pending guidance via the 9-1-1 Center or Delaware County Service Center if the tow company will meet you and request the vehicle either be locked or unlocked.
 - C. Unless you have been trained, do not attempt to change a tire or repair the vehicle.
 - D. If a "low tire pressure" light appears, slow down and as soon as possible pull into a safe location to visually check the tires. If one visually looks low, verify pressure if possible. If you cannot verify the tire pressure or if the tire pressure is extremely low (below 15psig), contact help outlined above as driving on low tire pressure can lead to an accident. Low tire pressure can also be caused by a change in outside temperature as colder temperatures will cause pressure to decrease. Often, a low tire pressure light will be displayed if off slightly, but still safe to drive. In fact, once the tire warms due to operation the light may cease to be displayed. In the case of slight deviation of pressure, as soon as practical fill with air to the recommended setting or allow the Delaware County Service Center to perform this function.
- IX. USE OF PERSONAL VEHICLES ON OFFICIAL COUNTY BUSINESS
 - A. Use of personal vehicles by Employees on county business is discouraged unless a county vehicle is not available, the use of a county vehicle would cause serious inconvenience, extreme hardship or the use of personal vehicles is otherwise authorized by the department supervisor or designee.
 - B. Employees who use personal Vehicles while on County business shall abide by all County rules, policies and guidelines including all applicable department rules and / or a collective bargaining agreement.
 - C. Insurance coverage for personal vehicles used on County business shall be the responsibility of the owner of the vehicle as outlined in the Delaware County Self Insurance Policy.
 - D. Employee's supervisor must approve use of personal Vehicles on County business in advance of any such use and after the Employee has met the requirements of the Self Insurance Policy.
 - E. Employees who are authorized and required to use their personal vehicles on County business will utilize the Employee Travel and Expense Reimbursement Policy.
- X. DRIVING POLICY IMPLEMENTATION. The MVR of all Delaware County employees holding a position in which driving is a function of their position will be reviewed annually or more frequently as necessary. Any employee with 4 or more accumulated points or 2 or more occurrences on the MVR shall be required to attend a Defensive Driving Course. The Defensive Driving Course will be scheduled during working hours. The severity of the violations or circumstance will determine the

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type and timing of the defensive driving course. Documentation of course completion will be maintained by the Delaware County Human Resources Department.

XI. MISCELLANEOUS.

- A. Inspect the Vehicle prior to use.
- B. Keep the cab of the vehicle clean as objects can become projectiles during an accident.
- C. Parking tickets, moving violations, and other fines received while operating a Vehicle are the responsibility of the driver.
- D. Report all theft's to the local law enforcement in the jurisdiction where the theft occurred. If needed 9-1-1 can assist in finding the contact information for the local authorities.
- E. Cell phone usage shall be limited to hands free devices while the vehicle is in motion.
- F. The use of tobacco products is prohibited in all county-owned or leased vehicles.
- G. Do not operate the vehicle with employees riding on the steps, lift-gate, fender, sidewall, bed, or other improper location unless designed and operated as stated by the manufacturer.
- H. When parking on an incline/decline, turn the wheels to allow the berm/curb to stop the vehicle in case of movement. Use the parking brake on un-level surfaces.
- I. Observe the surface when you are leaving the Vehicle and stepping onto for slip and trip hazards.
- J. Unless needed to disengage for a specific reason, keep safety devices turned on such as traction control or side collision alarms.
- K. If equipped with a back-up camera, be sure to also check the surroundings away from the camera to prevent collisions.

DELAWARE COUNTY SEVERE WEATHER AND OTHER EMERGENCY POLICY

Subject	Effective	Supersedes	This Sheet	Total
Severe Weather and Other Emergency Policy	March 12, 2020	1/1/1997, 3/22/1999, 12/22/2016	1	5

1.0 Purpose

To ensure continuity of services to the public, it is the policy of the Delaware County Board of Commissioners to remain open during times of severe weather or other emergencies. However, during extreme conditions, due to severe weather or other emergencies, it may become necessary to delay the opening of or close certain offices. This policy is intended to govern such delayed openings or closings and ensure clear communication of protocols to employees and the general public.

2.0 Applicability

This policy shall apply to all offices and departments under the direction and control of the Delaware County Board of Commissioners and the officials and employees thereof. The Delaware County Board of Commissioners encourages other Delaware County appointing authorities to adopt this policy or a similar policy.

3.0 Distribution and Communication

This policy shall be distributed to all officials and employees under the Delaware County Board of Commissioners and the offices under other appointing authorities who adopt the policy. Employees are required to sign up for the employee notification system for each department or office, as this will be the primary means of communication during weather and other emergency events.

4.0 Definitions

“Business Hours” means the established hours an office or department is open to perform its functions.

“Delayed Opening” means an office or department opening later than its typical start of Business Hours.

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“Essential Personnel” means officials or employees who have been designated as critical to the operation of an office or department or whose presence is required to preserve public health, safety, or welfare. Specific officials or employees designated as Essential Personnel by this policy are as follows: the County Administrator and Deputy County Administrator; Emergency Medical Services personnel; Dog Warden and deputies/assistants; Emergency Communications (9-1-1) personnel; Sewer District operations, collections, and maintenance personnel. Additional officials or employees may be designated in writing as Essential Personnel, and designations may be changed at any time depending on need.

“Level 1 Snow Emergency – (Advisory)” indicates that roads are snow or ice covered. Drive very cautiously.

“Level 2 Snow Emergency – (Caution)” indicates that roads are hazardous with blowing and drifting snow or ice covered. Drive cautiously and travel on the roads only if necessary.

“Level 3 Snow Emergency – (Emergency)” means all roads are closed to non-essential employees. No one should be out during these conditions unless it is absolutely necessary to travel. Non-essential employees traveling on the roads may be subject to fines or arrest.

“Other Emergency” means dangerous conditions that have the potential of resulting in the loss of life or property. Examples of other emergency conditions include, but are not limited to, hazardous materials spills, imminent dam failures, power outages, flooding, extreme winds, public disturbances, or terrorism events.

5.0 Procedures for Emergency Declarations

5.1 Level 1 Snow Emergency:

Offices will be open during Business Hours. All employees, unless otherwise excused, are expected to travel to work in a safe manner and arrive to work for their normally scheduled work day or shift. Any absence or late arrival is subject to standard policies.

5.2 Level 2 Snow Emergency Issued Prior to Start of Business Hours:

If the Sheriff declares a **Level 2 Snow Emergency** before 6:00AM, offices and departments will operate on a Delayed Opening as established by the County Administrator or designee. All employees that are not Essential Personnel are expected to travel to work in a safe manner and arrive to work at or before the Delayed Opening time. Any absence or late arrival is subject to standard policies, and a supervisor may approve beginning work at the employee’s normal start time or shift.

Essential Personnel are expected to arrive to work in a safe manner regardless of the Level 2 Snow Emergency to begin their scheduled shift. Any absence or late arrival is subject to standard policies.

If the Sheriff declares a **Level 2 Snow Emergency** after 6:00AM, but before normal business hours, the County Administrator, with input from the Director of Safety and Security, will determine the best course of action due to the variables of travel and time, per Resolution No. 10-211.

5.3 Level 2 Snow Emergency Issued During Business Hours:

If the Sheriff declares a **Level 2 Snow Emergency** during Business Hours (Monday through Friday only), the County Administrator may determine that conditions warrant the closure of offices or may allow employees that are not Essential Personnel to leave work early if faced with difficult driving conditions. Employees will be permitted to flex their schedule if possible or use accrued vacation, compensatory leave or personal leave during this specific incident regardless of required departmental timeframes for requesting leave. Employees will be permitted to continue their normal work day if they are able to travel safely home at the end of their normally scheduled shift. Any decision from the County Administrator shall be communicated to employees via telephone, text, email, verbal communication, or other appropriate means of communication as determined by the County Administrator.

5.4 Level 3 Snow Emergency:

In the event that a Snow Emergency Level 3 is declared, only Essential Personnel are to report to work.

5.5 Other Emergency:

In the event of any Other Emergency, the County Administrator will make a decision to have a Delayed Opening, to close, or to send employees home during Business Hours.

6.0 Notification Procedures

The primary means of communication will be the employee text notification system. Employees unable to join the text notification system must ensure supervisors and directors are aware and must arrange for an alternate

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means of communication.

If the employee text notification system is inoperable, each director and the Clerk to the Board of Commissioners will be notified by the County Administrator. Each director will notify their supervisors and lead employees of the decision and direct those supervisors and lead employees to notify their subordinates of the decision. To assist in this notification, each Department Director shall develop a communication system so that every effort is made to promptly notify each employee as to the decision.

7.0 Compensation Procedures

In the event of a closure or Delayed Opening in accordance with this policy, employees will be permitted to utilize flex time, appropriate leave, or paid time off as provided in the compensation procedures in this section of the policy, unless otherwise addressed in a collective bargaining agreement.

Any paid time off shall be subject to the County Administrator's approval. If the County Administrator authorizes paid time off, employees will be compensated for the number of hours they were scheduled to work during the emergency period. Employees not scheduled to work due to pre-scheduled vacation, compensatory leave or sick leave will be charged for leave regardless of the declared emergency. If the pre-authorized leave ends prior to the end of the declared emergency, no accrued leave will be charged to the employee for the remainder of the emergency. Employees who call off the morning prior to the declaration that the offices are closed or delayed, will not be permitted to utilize paid time off (if authorized) and will be required to use appropriate leave for their individual situation. Employees who have already reported for work and are then permitted to go home will be paid for the hours actually worked and compensated for the remainder of hours they were scheduled to work during the emergency period through the use of flex time (during the same work week) or paid time off as authorized by the County Administrator. Paid time off provided to employees due to a cancellation or Delayed Opening does not count as hours worked for purposes of calculating overtime.

If the County Administrator, per Resolution No. 10-211, decides not to close or further delay the office opening, employees who are not able to report to work at their regularly scheduled start time due to inclement weather or other emergency should contact their respective supervisor to request leave in accordance with standard leave policies.

In the event that Delaware County does not have a Delayed Opening or closure, employees living or located in another county shall follow the immediately preceding paragraph in accordance with any event or snow emergency declared by the Sheriff for the county in which the employee lives or is located or is required to pass through on their route to work.

8.0 Essential Personnel

County Administrator

1. County Administrator
2. Deputy County Administrator, until notified as non-essential by the County Administrator.

Safety and Security

1. Director of Safety and Security, until notified as non-essential by the County Administrator.
2. Dog Warden, Deputy Dog Warden, Assistant Dog Warden, for emergency pages and care of dogs in the Dog Shelter only.

Emergency Medical Services

1. Director / Chief of Emergency Medical Services and Assistant Chiefs, until notified as non-essential by the County Administrator.
2. All operational personnel with the exception of the administrative staff personnel.

Emergency Communications

1. Director / Deputy Director of Emergency Communications, until notified as non-essential by the County Administrator
2. All personnel identified as essential by the Director of Emergency Communications.

Emergency Management Agency

1. EMA Director / Deputy Director and all personnel identified as essential by the Director of EMA.

Environmental Services / Sanitary Services

1. Director / Deputy Director of Sanitary Engineering and Development until determined as non-essential by the County Administrator.
2. Operations Superintendents and Managers until notified as non-essential by the Director of Sanitary Engineering and Development
3. Regional Sewer District Operations shift staff, until notified as non-essential by the Superintendent and / or the Operations Managers.

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Facilities / Maintenance

1. Facilities Director, until notified as non-essential by the County Administrator
2. Facilities / Maintenance Staff, until notified as non-essential by the Director of Facilities

All employees designated as Essential Personnel must report to work unless otherwise directed as identified above. The task of this notification may be delegated to the Department Directors. If any Essential Personnel are not able to report to work due to the weather or road conditions, they shall immediately notify the County Administrator or Deputy County Administrator.

DELAWARE COUNTY TRAVEL AND EXPENSE REIMBURSEMENT

Subject	Effective	Supersedes	This Sheet	Total
Employee Travel and Expense Reimbursement Policy	03/12/2020	1/1/2001 10/1/2000 01/01/1996 03/30/1998	1	5

1.0 Purpose

The establishment of guidelines for travel and expense reimbursement for attendance at business and professional organization meetings, training and conferences/conventions

2.0 Scope

Elected Officials, Department Directors, Supervisors and Employees of Delaware County.

3.0 Distribution

Appointing Authorities, Offices, Departments, and Employees of Delaware County.

4.0 Definitions

County business traveler – means a Delaware County employee that has received approval from their supervisor to attend a business meeting, professional organization meeting, training or conference/convention.

Business related traveler - a person who is not a Delaware County employee, traveling with a Delaware County employee to a location where the Delaware County employee will conduct county business and may be a vendor, a person from another political subdivision, board, or agency and traveling with the Delaware County employee for efficient use of resources (i.e. travel to and from the same training, business meeting or conference). Delaware County will not reimburse any related travel expenses for a business related traveler.

Non-county business related traveler – means a person, who is not a Delaware County employee, traveling with a Delaware County employee to a location where the Delaware County employee is to conduct county business and may be a family member, significant other, friend, or relative. Delaware County will not reimburse any related travel expenses for a non-county business related traveler.

5.0 Policy

Employees may be reimbursed for reasonable travel expenses incurred in the attendance at meetings, training, and conferences/conventions in order to support County operations and may include transportation costs, mileage, meals, lodging, and incidentals. The following policy will be used as a guideline in determining whether a travel expense is allowable and reimbursable and the procedure to follow in receiving reimbursement of those expenses. Employees are to utilize the most economic and efficient means of transportation when traveling.

Types of Travel

Routine Business Travel is travel by an official or county employee in the administration of a particular office, department or program activity, or which occurs in the performance of job-related duties and does not include overnight lodging. This type of travel typically supports attendance at a meeting with state and/or local government officials, business community members, and professional organizational meetings.

Training Travel is the travel by an official or county employee to participate in educational and/or staff development programs separate from a conference or convention which does not include

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overnight lodging. (This does not include travel for post-secondary education courses.)

Conference/Convention Travel is the travel by an official or county employee in (1) traveling out of the area on county business, typically requiring overnight lodging, or (2) attending a conference or convention of a job-related professional association or organization.

Required Prior Authorization

County business travelers shall report Routine Business Travel to the County business traveler's department director or supervisor, and seek pre-approval for all known expenses that will be incurred using the Conference Reimbursement Form. http://intranet/forms/fiscal/Conference_Reimb.pdf

Expenses that are not known before the Routine Business Travel shall be reported promptly upon the County business traveler returning to the office. All Training Travel and Conference/Convention Travel must be pre-approved by the County business traveler's department director and the Board of Commissioners, or County Administrator, using the Delaware County Conference Reimbursement Form located at the following link: http://intranet/forms/fiscal/Conference_Reimb.pdf

Out of State travel requests must include a completed Out of State Conference Authorization Request located at the following link:

https://humanresources.co.delaware.oh.us/wp-content/uploads/sites/15/2018/03/Out_of_state_request.pdf

Reimbursements

Mileage:

Employees should utilize a County vehicle, if one is available and its use is reasonable and efficient, whenever authorized to drive on County business on training or conference travel. If a County vehicle is unavailable, a rental vehicle may be secured if authorized.

- Employees driving their personal vehicle for county related business, training or conference travel may be reimbursed mileage at the current rate established by the IRS.
- When ride-sharing or carpooling is utilized, Delaware County will only pay for the mileage of one employee in the case where multiple employees are attending the same function and a personal vehicle is used for transportation. Payment will be to the owner/lessee of the vehicle.
- The use of a County vehicle will not be permitted if an employee takes a non-county business related traveler.
- In the event two employees are traveling to the same location, one takes a county vehicle, and the other elects to take their personal vehicle because the employee is traveling with a non-county business related traveler, then the employee utilizing their personal vehicle shall not be reimbursed for mileage.

Meals, Lodging, Transportation and Parking:

An employee on required approved business outside of Delaware County shall be reimbursed for meals, lodging, and parking expenses as follows:

Meals:

1. Reimbursement for meals and incidentals is only authorized for training and conference/convention travel. The reimbursement of meals is designed to offset the additional cost of travel, and not to entirely pay for the employee's meal expense while traveling. Employees shall not be eligible for reimbursement for meals included in the cost of training or conference/convention.
2. Reimbursement for meals, including reasonable gratuities not to exceed twenty percent (20%), shall be subject to the following limits: Breakfast - \$10.00, Lunch - \$15.00, Dinner - \$20.00. In the event that the travel is to a location where the reasonable cost of meals exceeds the limits specified herein, the employee shall request an additional meal allowance in the form submitted for preapproval.
3. Reimbursement eligibility starts for the employee upon departure of travel and ceases upon return to Delaware County. Employees are not eligible for reimbursement for additional travel time that was not necessary for the approved training and conference/convention travel.
4. Reimbursement for meals and incidentals shall be made on the Employee Reimbursement Request form. Itemized receipts are required to be submitted to the Auditor's office for the employee to receive reimbursement.
5. Reimbursement for meals in Delaware County is not allowed unless these meals are pre-approved by the Board of Commissioners or designee through the required travel request/expense form.

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6. The meal allowance cannot under any circumstances be used to pay for entertainment or alcoholic beverages.
7. If more than one employee is included in the same receipt, the limits stated herein shall be multiplied by the number of employees served.

Lodging:

The employee shall be reimbursed 100% for lodging that is pre-approved. The employee shall stay at the subject conference/convention lodging and in accordance with their negotiated room rack rates. If the conference/convention lodging is sold out, the employee shall find comparable accommodations, and the new location shall be subject to pre-approval. If the location is not pre-approved in accordance with this Policy, no reimbursement shall be made unless the following exceptions apply:

1. The pre-approved location is no longer available due to circumstances beyond the control of the employee (i.e. overbooking by the hotel, hotel fire, etc.),
2. The employee cannot return home or cannot reach the destination of a pre-approved location due to transportation problems (i.e. weather, flight cancellation, County vehicle malfunction, etc.) beyond the employee's control, or
3. Other reasonable exceptions acceptable by the Board of Commissioners or designee upon presentation.

Employees should make every attempt to arrange direct payment by the County to avoid taxes. Employees should review options to have the County directly invoiced or to bring payment warrants to the hotel.

Airfare:

Employees will make all reasonable efforts to obtain cost-effective flights. No first-class flights will be permitted. Reimbursement for luggage shall be reasonable and will not exceed one checked bag per employee. If an exception is needed, an employee must request it in advance.

Parking:

Employees on business outside of Delaware County shall be approved for the reasonably necessary cost of parking upon presentation of a valid, dated receipt.

Taxi Use, Ride Share, Transfers, and Rental Cars:

Employees will be reimbursed for the actual cost of taxis, ride shares, transfers (bus, train, subway, etc.), and rental cars used while on official county business. Employees must provide documentation of such use as defined below. A reasonable gratuity, not to exceed twenty percent (20%), may be reimbursed if the gratuity is included on the receipt. Employees shall obtain and will be reimbursed for the basic (liability and property) insurance coverage offered by rental companies when renting vehicles.

Emergency Expenses:

In the case of accidents, mechanical failures, and/or other uncontrollable incidents involving a County vehicle or other transportation other than personal vehicles (e.g. flat tires, departure delays, etc.), the employee will be reimbursed for the actual expenses incurred to accommodate the emergency upon submission of proper documentation.

Documentation

Requests for travel expense reimbursement shall be itemized on the **Delaware County Overnight Training / Reimbursement Form located at the following link:**

<http://intranet/forms/fiscal/OVERNIGHT%20TRAVEL%20REIMBURSEMENT%20FORM.pdf>

Mileage / Parking Reimbursement Form Link:

<http://intranet/forms/fiscal/Mileage%20Reimbursement%20Form.pdf>

The point of origin and destination shall be indicated for each trip in sufficient detail to account for the mileage being claimed for reimbursement. Mileage the employee incurs, or would have incurred, driving to and from work is generally deducted from the overall amount of mileage being claimed for reimbursement, subject to supervisor review and approval.

Allowable expenses submitted for reimbursement must be accompanied by an original receipt and applicable authorizations. The employee shall make every attempt to obtain a receipt that documents the detail of the

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expense. Generally, non-detailed receipts will not be honored. In the event a detailed receipt cannot be obtained the employee must justify the expenditure to the satisfaction of his supervisor prior to approval of the expenditure for reimbursement. The supervisor shall review the reimbursement form and attachments for accuracy, and forward approved travel documents to the Auditor's Office for payment after receiving the required signatures.

Timely Submission:

Expenses incurred for travel should be submitted on the **Delaware County Accountable Fringe Benefit Plan / Overnight Conference / Training Reimbursement Form** by the 10th of the following month. Requests for reimbursement received after the 10th may not be reimbursed until the following month. All requests for reimbursement must be submitted within ninety (90) days of the expense or will be forfeited.

DELAWARE COUNTY SELF INSURANCE AND RISK PROGRAM

Subject	Effective	Supersedes	This Sheet	Total
Self Insurance and Risk Program Policy	March 12, 2020	6/15/88, 3/22/99, 6/28/04, 11/1/08	1	6

Purpose

To provide a written document explaining the County’s Self Insurance and Risk Program, preferred reporting methods and procedures.

Scope

To all employees, supervisors, and appointing authorities covered under the Delaware County Self Insurance and Risk Program.

Distribution

To all employees, supervisors, and appointing authorities covered under the Delaware County Self Insurance and Risk Program.

Definitions

Incident – An event where someone is injured, property is damaged (County owned or other), and/or legal action of a criminal or civil nature is threatened against the County, its officials, or its employees.

Insurance Limits – The upper limit of liability and property losses paid for by insurance companies.

Near miss – An event where an incident does not occur, but almost occurred.

Self-Insurance – All or a portion of liability and property losses are retained and paid for by the County.

Insurance Retention – The upper limit of liability and property losses retained and paid for by the County and the dollar amount where insurance companies begin to pay for losses. (Similar to a large deductible)

Policy

Program Explanation

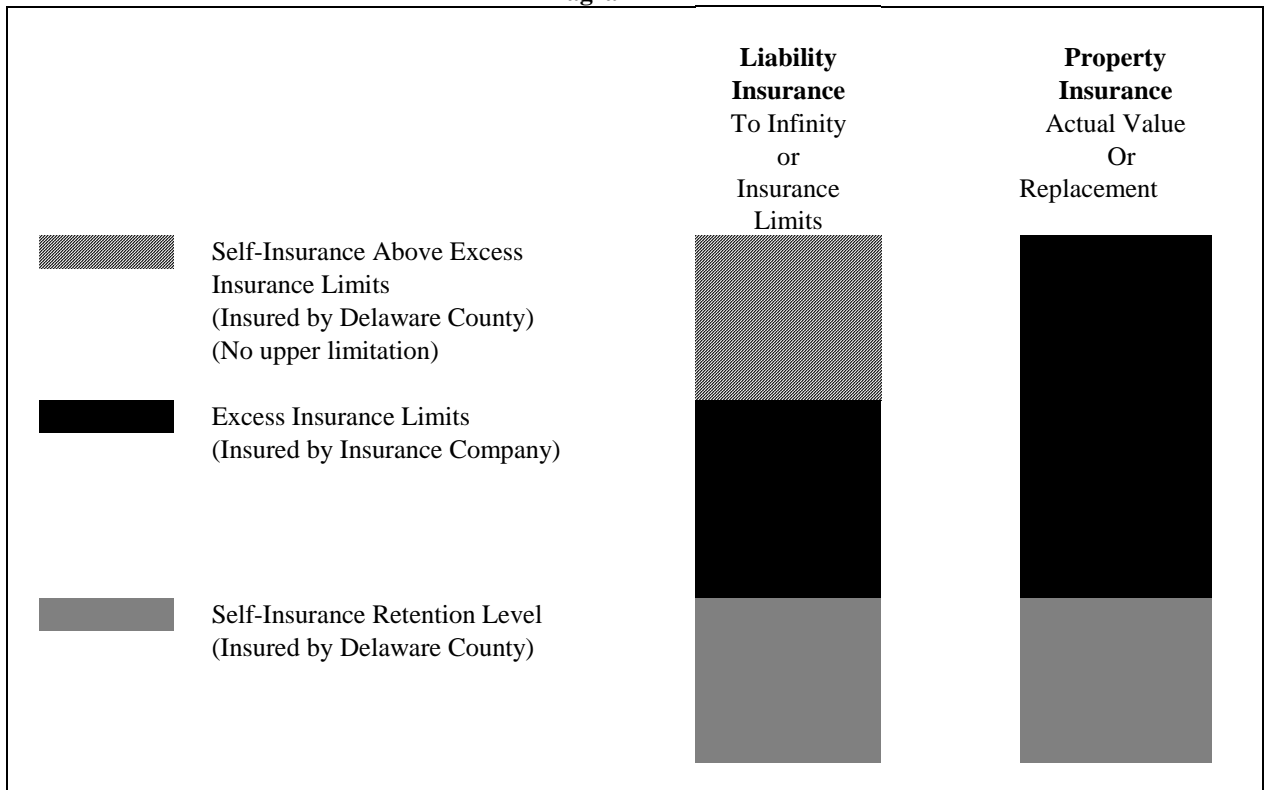
Since 1986, Delaware County has had some form of self-insurance for property and casualty claims arising from the delivery of services to the residents of Delaware County. In 1988, the County moved all covered liabilities and property under self-insurance retention levels. All property and casualty (liability) claims are first self-insured or retained by Delaware County to the self-insurance retention level and then insured to certain limits by an excess insurance policy through an insurance company. For liability insurance, once these limits are exceeded, Delaware County again assumes the costs of the claims above that insurance limit. Delaware County is retaining a greater amount of risk and therefore desires to reduce the frequency and severity of all losses as much as possible. For property insurance, the County is insuring for the total replacement cost or total actual cash value (ACV = purchase value less depreciation) of its property. Whether the County insures at replacement or ACV depends on the type of property (e.g. Buildings, bridges, electronic data equipment, etc. are insured at replacement cost; Vehicles, contractors equipment, etc. are insured at ACV). Diagram A illustrates this program.

In the event of a catastrophic liability loss that exceeded self-insured retention (S.I.R.) limits, Delaware County would pay the gray portion of the diagram, including the S.I.R., while the excess insurance company would

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pay the black. It is important to reduce liability claims as much as possible and to purchase substantial excess insurance limits to provide for catastrophic losses.

Diagram A



To properly protect the county from catastrophic losses, employees, coordinators, supervisors, managers, directors, administrators, and appointing authorities must make a concerted effort to minimize losses of property and liabilities in their actions to provide services to the public. Failure to follow best practices as outlined in the Delaware County Policy Manual, Standard Operating Guidelines, Departmental Safety Policies and the County Safety Policies may cost Delaware County millions of dollars.

Reporting Incidents

Reporting of incidents, even if just a near miss to an accident, is a key method to reduce the frequency of future losses and the severity of a loss in many cases. Future accidents are sometimes preventable by reviewing present or past accidents or near misses and making integral changes to reduce the chance of reoccurrence. The severity of current losses is reduced in many cases by early reporting and early claims management. The following should be followed when an incident occurs:

Employee Responsibilities

- I. No matter how minor the accident, report all collisions involving vehicles by calling 9-1-1.
- II. Take appropriate precautions to safely avoid further damage or injury to persons or property.
- III. Immediately report all incidents and all near misses to the immediate supervisor. This includes, but is not limited to:
 - A. Employee injuries (See **Employee Injuries / Workers Compensation** section attached)
 - B. Automobile accidents
 - C. Property Damage (including but not limited to auto, building, equipment, furniture, etc.)
 - D. Injuries/Damages to other persons or their property (Possible legal action) including but not limited to customers and vendors.
 - E. Any other unusual circumstance that may incur future costs
- IV. Make no statements admitting responsibility at the scene of an accident or where property damage has occurred.
- V. Do not advise other parties involved on any matter, especially that the County will pay for the damage resulting from said accident/incident.
- VI. For vehicle incidents:
 - A. If the collision is with an unattended vehicle or other object, try to locate the owner. Call 9-1-1 or the applicable law enforcement agency. If this cannot be done, leave a written notice

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- with your name, department name, address, and telephone number.
- B. The driver of a vehicle is responsible for the vehicle until it has been returned to the garage or collected by the towing service. Unsafe vehicles should not be driven from the scene of an accident. Contact the Service Center regarding towing if the 9-1-1 Center has not already dispatched a tow vehicle.
- VII. Complete a Delaware County Incident Report as soon as possible, but no later than within twenty-four (24) hours of the incident. Incident Report forms may be retrieved on-line at: <https://humanresources.co.delaware.oh.us/wp-content/uploads/sites/15/2019/05/Delaware-County-Incident-Report-New-fillable.pdf>.
- VIII. Obtain a law enforcement report and other pertinent documentation (i.e. witness statements, list of items damaged, etc.). These items should be received at the scene of the incident or later from the law enforcement agency that conducted the investigation at the scene.

Supervisor's Responsibilities

- I. Complete the Supervisor's Statement of the Delaware County Incident Report.
- II. In case of a major incident (i.e. death, severe injury, major accident, major fire, major property damage, potential lawsuit, etc.), contact the Administrative Services Director, Director of Safety & Security, or Workers Compensation / Human Resources Coordinator immediately.
- III. Send the completed incident report to the Human Resource Department within 24 hours either by hard copy or by emailing the completed form to IncidentReport@co.delaware.oh.us. Minor incidents that occur on a weekend or holiday should be reported at the start of business on the next workday.
- IV. In the event of a collision, the supervisor shall forward the following information to the Human Resources Risk and Insurance Coordinator.
- A. A copy of all law enforcement reports and any citations including all statements made at the scene or afterward to law enforcement.
- B. Repair estimates, when appropriate, in due course.
- C. In all investigations of the accident by Delaware County, the emphasis will be on fact-finding, however, discipline may result when appropriate.
- V. The Employee's appointing authority may take such disciplinary action as permitted by department policy, laws and regulations of the State of Ohio, or any applicable collective bargaining agreement.

Safety, Workers Compensation, Insurance & Risk Personnel Responsibilities

- I. For any property damage and/or liability incidents, the Insurance & Risk personnel send the claim to Delaware County's property and casualty third party administrator for adjudication. Minor claims may be adjudicate in-house.
- II. All injury incidents and near misses will be reported to Human Resources and the Director of Safety and Security via the Delaware County Incident Report form and emailed to IncidentReport@co.delaware.oh.us for investigation and possible future prevention review.
- III. All injury incidents will be reported to the Worker's Compensation / Human Resources Coordinator for workers' compensation claims management.

Employee Injuries / Workers Compensation

See the Safety Forms section under the Human Resources tab on the Delaware County website for forms such as:

- What to do if you are injured at work
- Workplace Incident Reporting Form
- Workers Compensation Administration Forms
- Links to Ohio BWC information

Proof of Insurance and Driver's Record Review:

The Board of Commissioners authorizes Human Resources to obtain proof of insurance and conduct driver record reviews for all County employees who use their personal vehicle for County related business as well as those that drive a county owned or leased vehicle. The proof of insurance, also known as the insurance declaration, is used to verify that insurance coverage limits meet the requirements for the County's insurance policy.

Employee's authorized to use their personal vehicle for county related business at the time of hire and annually thereafter acknowledge and assume responsibility for the insurance amounts specified in the policy and the attached

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COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:

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

Vote on Motion Mrs. Lewis Aye Mr. Benton Aye Mr. Merrell Aye

10 continued

RESOLUTION NO. 20-253

IN THE MATTER OF CLOSING THE PUBLIC HEARING TO ADDRESS THE VILLAS AT WALNUT GROVE CONDOMINIUM DRAINAGE MAINTENANCE IMPROVEMENT PETITION PROJECT:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to close the hearing at 10:48 A.M..

Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

10 continued

RESOLUTION NO. 20-254

IN THE MATTER OF COMMISSIONERS AFFIRMING THE ORDER AND CONFIRMING THE ASSESSMENTS FOR THE VILLAS AT WALNUT GROVE CONDOMINIUM DRAINAGE MAINTENANCE IMPROVEMENT PETITION PROJECT:

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

WHEREAS, on June 28, 2018, a Drainage Improvement Petition for The Villas at Walnut Grove Condominium Project was filed with the Board of Commissioners of Delaware County (the "Board"); and

WHEREAS, the Board on December 13, 2018 with Resolution NO. 18-1387 found in favor of the improvement and directed The Delaware County Engineer To Proceed With Preparation Of Plans, Reports, And Schedules For The Villas at Walnut Grove Condominium Drainage Maintenance Improvement Project; and

WHEREAS, the Board on March 12, 2020, held a final public hearing to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for The Villas at Walnut Grove Condominium Drainage Maintenance Improvement Project; and

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

THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Delaware County, Ohio as follows:

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

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

FURTHER BE IT RESOLVED, The maintenance fund shall be maintained, as needed, by an assessment levied not more often than once annually upon the benefited owners, as defined in [section 6131.01](#) of the Revised Code, apportioned on the basis of the estimated benefits for construction of the improvement. An assessment shall represent such a percentage of the estimated benefits as is estimated by the engineer and found adequate by the board or joint board to effect the purpose of [section 6137.02](#) of the Revised Code, except that at no time shall a maintenance fund have an unencumbered balance greater than twenty per cent (20%) of all construction costs of the improvement. The minimum assessment shall be two dollars. Any cost incurred from the petition project process will be paid from the annual Drainage Improvement maintenance assessments.

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye Mr. Benton Aye

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ADMINISTRATOR REPORTS

Mike Frommer, County Administrator
-No reports.

12

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Lewis
-Attended the Family and Children First Council meeting.
-The Board of Elections is still in need of poll workers!
-Welcome to Gary Budzak from the Delaware Gazette.

Commissioner Merrell
-Poll workers are in dire need.
-Attended the DKMM meeting held here on Tuesday afternoon.
-Will attend a CORSA meeting tomorrow.

Commissioner Benton
-Participated in the Meals on Wheels
-Attended the Brown Township Trustee meeting.

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RESOLUTION NO. 20-255

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT; COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; TO CONSIDER THE SALE OF PROPERTY AT COMPETITIVE BIDDING; FOR PENDING OR IMMINENT LITIGATION; FOR SECURITY ARRANGEMENTS AND EMERGENCY RESPONSE PROTOCOLS:

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

WHEREAS, pursuant to section 121.22(G) of the Revised Code, a public body may hold an executive session only after a majority of a quorum of the public body determines, by a roll call vote, to hold an executive session and only at a regular or special meeting for the sole purpose of the consideration of any of the matters specified in section 121.22(G)(1)-(7) of the Revised Code; and

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

Section 1. The Board hereby adjourns into executive session for consideration of employment; compensation of a public employee or public official; to consider the sale of property at competitive bidding; for pending or imminent litigation; for security arrangements and emergency response protocols.

Vote on Motion Mr. Merrell Aye Mr. Benton Aye Mrs. Lewis Aye

RESOLUTION NO. 20-256

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to adjourn out of Executive Session.

Vote on Motion Mrs. Lewis Aye Mr. Benton Aye Mr. Merrell Aye

Other Business

RESOLUTION NO. 20-257

IN THE MATTER OF APPROVING THE ONE OHIO MEMORANDUM OF UNDERSTANDING RELATED TO ONGOING OPIOID LITIGATION:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to adopt the following:

WHEREAS, the Delaware County Board of Commissioners (the "Board") adopted Resolution No. 18-130, declaring that the unlawful distribution of prescription opioids created a public nuisance in Delaware County, Ohio and has caused harm to the residents of Delaware County, Ohio, and authorized the retention of special counsel to commence civil litigation against opioid drug manufacturers and distributors; and

WHEREAS, the Board has, in fact, commenced civil litigation against opioid drug manufacturers and distributors; and

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WHEREAS, within the state of Ohio, discussions have occurred with the Governor, Attorney General, and local governments regarding the possibility of agreeing to an overall framework should a settlement be reached with opioid drug manufacturers and distributors; and

WHEREAS, the Governor, Attorney General, and a majority of local governments within the State of Ohio have agreed to that framework in the form of the "One Ohio Memorandum of Understanding (MOU)" attached to this Resolution;

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

Section 1. The One Ohio Memorandum of Understanding attached hereto and labeled as "Exhibit A" is approved for execution by the members of this Board.

Section 2. The Clerk of this Board is hereby directed to certify a copy of this Resolution together with the MOU to Anthony Majestro, Esq., special counsel to the Board, with instructions to transmit the same to the Governor and the Attorney General.

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye Mr. Benton Aye

RESOLUTION NO. 20-258

IN THE MATTER OF DELEGATING EMERGENCY AUTHORITY TO THE COUNTY ADMINISTRATOR RELATED TO COVID-19:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to adopt the following:

WHEREAS, pursuant to section 305.30(J) of the Revised Code, a board of county commissioners may delegate all functions conferred or incumbent upon it to the county administrator in the case of a disaster or emergency, as defined in section 5502.21 of the Revised Code; and

WHEREAS, the Governor of the State of Ohio issued Executive Order 2020-01D, declaring a statewide emergency to protect the well-being of the citizens of Ohio from the dangerous effects of COVID-19;

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

Section 1. The Board hereby acknowledges Executive Order 2020-01D and the fact that a state of emergency exists within Delaware County and the State of Ohio.

Section 2. The Board hereby delegates all functions conferred or incumbent upon the Board to the county administrator necessary to implement directives consistent with Executive Order 2020-01D within the Delaware County organization and to adequately prepare Delaware County offices, agencies, and employees to respond accordingly to the emergency.

Section 3. This Resolution shall take effect immediately upon adoption and shall remain in effect until the earlier of the expiration of Executive Order 2020-01D or termination of this Resolution by action of the Board.

Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton