

**COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 30, 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

1
RESOLUTION NO. 20-377

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD APRIL 23, 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 April 23, 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
RESOLUTION NO. 20-378

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0429 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0429:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0429, memo transfers in batch numbers MTAPR0429 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Altman Co (P2000872)	Historic Courthouse	42011438-5410	\$18,766.91
Xylem	District Parts WRF	66211900-5228	\$12,000.00
PNC (5200)	Procurement Card Job & Family	22511607-5200	\$ 6,000.00
PNC (5300)	Procurement Card Job & Family	22411605-5300	\$ 3,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R2003072	QUASAR ENERGY GROUP	SLUDGE HAULING - RSD	66211900 - 5380	\$25,000.00
R2003080	MANAGER PLUS SOLUTIONS LLC	SOFTWARE UPGRADE	10011106 - 5320	\$8,795.00
R2003099	AQUA-AEROBIC SYSTEMS INC	2HP FLOATING MIXER - SPARE FOR WHEN NEEDED	66211900 - 5450	\$7,350.00
R2003106	FAMILY AND CHILDREN FIRST	FCFC FUNDING CONTRIBUTION SFY21	22511607 - 5380	\$10,000.00
R2003109	DIVERSITEC LLC	5 ELECTRICAL INVERTS FOR TOWER SITES	21411306 - 5410	\$33,920.00

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

3
RESOLUTION NO. 20-379

IN THE MATTER OF APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE COUNTY SHERIFF/ DELAWARE COUNTY JAIL; AND THE U.S. DEPARTMENT OF JUSTICE (UNITED STATES MARSHALS SERVICE PRISONER OPERATIONS DIVISION) TO HOUSE FEDERAL DETAINEES:

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

WHEREAS, the Sheriff and Sheriff's Office Staff recommend approval of an intergovernmental agreement between the Delaware County Board of Commissioners; the Delaware County Sheriff/ Delaware County Jail; and the U.S. Department Of Justice (United States Marshals Service Prisoner Operations Division) to house federal detainees;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following intergovernmental agreement between the Delaware County Board of Commissioners; the Delaware County Sheriff/ Delaware County Jail; and the U.S. Department Of Justice (United States Marshals Service Prisoner Operations Division) to house federal detainees:

AGREEMENT FOR DETAINEE HOUSING

Authority

Pursuant to the authority of Section 119 of the Department of Justice Appropriations Act of 2001 (Public Law 106-553), this Agreement is entered into between the United States Marshals Service (hereinafter referred to as the "Federal Government") and DELAWARE COUNTY JAIL (hereinafter referred to as "Local Government"), who hereby agree as follows:

Purpose of Agreement and Security Provided

The Federal Government and the Local Government establish this Agreement that allows the United States Marshals Service (USMS) or other authorized agency user as noted in block #18 on page (1) to house Federal detainees with the Local Government at the DELAWARE COUNTY JAIL, 844 US 42 NORTH, DELAWARE, OH 43015 (hereinafter referred to as "the Facility") designated in #6 page 1.

The population(hereinafter referred to as "Federal detainees,") will include individuals charged with Federal offenses and detained while awaiting trial, individuals who have been sentenced and are awaiting designation and transport to a Bureau of Prisons (BOP) facility, and individuals who are awaiting a hearing on their immigration status or deportation.

The Local Government shall accept and provide for the secure custody, safekeeping, housing, subsistence and care of Federal detainees in accordance with all state and local laws, standards, regulations, policies and court orders applicable to the operation of the Facility. Detainees shall also be housed in a manner that is consistent with Federal law and the Federal Performance Based Detention Standards and/or any other standards required by an authorized agency whose detainees are housed by the Local Government pursuant to this Agreement.

The USMS ensures the secure custody, care, and safekeeping of USMS detainees. Accordingly, all housing or work assignments, and recreation or other activities for USMS detainees are permitted only within secure areas of the building or within the secure external recreational/exercise areas.

At all times, the Federal Government shall have access to the Facility and to the Federal detainees housed there, and to all records pertaining to this Agreement, including financial records, for a period going back three (3) years from the date of request by the Federal Government.

Period of Performance and Termination

This Agreement is effective upon the date of on page 1 in block #2 and signature of the authorized USMS Prisoner Operations Division official, and remains in effect unless inactivated in writing by either party. Either party may terminate this Agreement for any reason with written notice at least thirty (30) calendar days in advance of termination, unless an emergency situation requires the immediate relocation of Federal detainees.

Where the Local Government has received a Cooperative Agreement Program (CAP) award, the termination provisions of the CAP prevail.

Assignment and Outsourcing of Jail Operations

The overall management and operation of the Facility housing Federal detainees may not be contracted out without the prior express written consent of the Federal Government.

Medical Services

The Local Government shall provide Federal detainees with the same level and range of care inside the Facility as that provided to state and local detainees. The Local Government is financially responsible for all medical care provided inside the Facility to Federal detainees. This includes the cost of all medical, dental, and mental health care as well as the cost of medical supplies, over-the-counter medications and, any prescription medications routinely stocked by the Facility which are provided to Federal detainees. When possible, generic medications should be prescribed. The cost of all of the above-referenced medical care is covered by the Federal per diem rate. However, for specialized medical services not routinely provided within the Facility,

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such as dialysis, the Federal Government will pay for the cost of that service.

The Federal Government is financially responsible for all medical care provided outside the Facility to Federal detainees. The Federal Government must be billed directly by outside medical care providers pursuant to arrangements made by the Local Government for outside medical care. The Local Government should utilize outside medical care providers that are covered by the USMS's National Managed Care Contract (NMCC) to reduce the costs and administrative workload associated with these medical services. The Local Government can obtain information about NMCC covered providers from the local USMS District Office. The Federal Government will be billed directly by the medical care provider not the Local Government. To ensure that Medicare rates are properly applied, medical claims for Federal detainees must be on Centers for Medicare and Medicaid (CMS) Forms so that they can be re-priced to Medicare rates in accordance with the provisions of Title 18 U.S.C. Section 4006. If the Local Government receives any bills for medical care provided to Federal detainees outside the Facility, the Local Government should immediately forward those bills to the Federal Government for processing.

All outside medical care provided to Federal detainees must be pre-approved by the Federal Government except in a medical emergency. In the event of an emergency, the Local Government shall proceed immediately with necessary medical treatment. In such an event, the Local Government shall notify the Federal Government immediately regarding the nature of the Federal detainee's illness or injury as well as the types of treatment provided.

Medical care for Federal detainees shall be provided by the Local Government in accordance with the provisions of USMS, Publication 100-Prisoner Health Care Standards (www.usmarshals.gov/prisoner/standards.htm) and in compliance with the Federal Performance Based Detention Standards or those standards which may be required by any other authorized agency user. The Local Government is responsible for all associated medical record keeping.

The Facility shall have in place an adequate infectious disease control program which includes testing of all Federal detainees for Tuberculosis (TB) within 14 days of intake.

TB testing shall be accomplished in accordance with the latest Centers for Disease Control (CDC) Guidelines and the result promptly documented in the Federal detainee's medical record. Special requests for expedited TB testing and clearance (to include time sensitive moves) will be accomplished through advance coordination by the Federal Government and Local Government.

The Local Government shall immediately notify the Federal Government of any cases of suspected or active TB or any other highly communicable diseases such as Severe Acute Respiratory Syndrome (SARS), Avian Flu, Methicillin-Resistant Staphylococcus Aureus (MRSA), Chicken Pox, etc., which might affect scheduled transports or productions so that protective measures can be taken by the Federal Government.

When a Federal detainee is being transferred and/or released from the Facility, they will be provided with seven (7) days of prescription medication which will be dispensed from the Facility. Medical records and the USM-553 must travel with the Federal detainee. If the records are maintained at a medical contractor's facility, it is the Local Government's responsibility to obtain them before a Federal detainee is moved.

Federal detainees may be charged a medical co-payment by the Local Government in accordance with the provisions of Title 18, USC Section 4013(d). The Federal Government is not responsible for medical co-payments and cannot be billed for these costs even for indigent Federal detainees.

Affordable Care Act

The Local Government shall provide Federal detainees, upon release of custody, information regarding the Affordable Care Act, The Affordable Care Act website is located at <http://www.hhs.gov/healthcare/about-the-aca/index.html> .

Receiving and Discharge of Federal Detainees

The Local Government agrees to accept Federal detainees only upon presentation by a law enforcement officer of the Federal Government or a USMS designee with proper agency credentials

The Local Government shall not relocate a Federal detainee from one facility under its control to another facility not described in this Agreement without permission of the Federal Government. Additional facilities within the same Agreement shall be identified in a modification.

The Local Government agrees to release Federal detainees only to law enforcement officers of the authorized Federal Government agency initially committing the Federal detainee (i.e., Drug Enforcement Administration (DEA), Immigration and Customs Enforcement (ICE), etc.) or to a Deputy United States Marshal (DUSM) or USMS designee with proper agency credentials. Those Federal detainees who are remanded to custody by a DUSM may only be released to a DUSM or an agent specified by the DUSM of the Judicial District.

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USMS Federal detainees sought for a state or local court proceeding must be acquired through a Writ of Habeas Corpus or the Interstate Agreement on Detainers and then only with the concurrence of the jurisdictional United States Marshal (USM).

Optional Guard/Transportation Services to Medical Facility

If Medical Facility in block #13 on page one (1) of this Agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and escort guard services for Federal detainees housed at the Facility to and from a medical facility for outpatient care, and transportation and stationary guard services for Federal detainees admitted to a medical facility.

These services should be performed by at least two (2) armed qualified law enforcement or correctional officer personnel. Criteria as specified by the County Entity running the facility. In all cases these are part of a fulltime Law Enforcement Officer (LEO) or Correctional Officer (CO) that have met the minimum training requirements.

The Local Government agrees to augment this security escort if requested by the USM to enhance specific requirement for security, prisoner monitoring, visitation, and contraband control.

If an hourly rate for these services have been agreed upon to reimburse the Local Government, it will be stipulated in block #12 on page one (1) of this Agreement. After sixty (60) months, if a rate adjustment is desired, the Local Government shall submit a request. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

Optional Guard/Transportation Services to U.S. Courthouse

If U.S. Courthouse in block #13 on page one (1) of this Agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and escort guard services for Federal detainees housed at its facility to and from the U.S. Courthouse.

These services should be performed by at least two (2) armed qualified law enforcement or correctional officer personnel.

The Local Government agrees to augment this security escort if requested by the USM to enhance specific requirements for security, detainee monitoring, and contraband control.

Upon arrival at the courthouse, the Local Government's transportation and escort guard will turn Federal detainees over to a DUSM only upon presentation by the deputy of proper law enforcement credentials.

The Local Government will not transport Federal detainees to any U.S. Courthouse without a specific request from the USM or their designee who will provide the detainee's name, the U.S. Courthouse, and the date the detainee is to be transported.

Each detainee will be restrained in handcuffs, waist chains, and leg irons during transportation unless otherwise authorized by the USMS.

If an hourly rate for these services have been agreed upon to reimburse the Local Government, it will be stipulated in block #12 on page one (1) of this Agreement. After sixty (60) months, if a rate adjustment is desired, the Local Government shall submit a request. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

Optional Guard/Transportation Services to Justice Prisoner & Alien Transportation System (JPATS)

If JPATS in block #13 on page one (1) of this Agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and escort guard services for Federal detainees housed at its facility to and from the JPATS.

These services should be performed by at least two (2) armed qualified law enforcement or correctional officer personnel.

The Local Government agrees to augment this security escort if requested by the USM to enhance specific requirements for security, detainee monitoring, and contraband control.

Upon arrival at JPATS, the Local Government's transportation and escort guards will turn federal detainees over to a DUSM only upon presentation by the deputy of proper law enforcement credentials.

The Local Government will not transport federal detainees to the airlift without a specific request from the USM who will provide the detainee's name, location (district), and the date the detainee is to be transported.

Each detainee will be restrained in handcuffs, waist chains, and leg irons during transportation.

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If an hourly rate for these services has been agreed upon to reimburse the Local Government, it will be stipulated on in block #12 on page one (1) of this Agreement. After sixty (60) months, if a rate adjustment is desired, the Local Government shall submit a request. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

Special Notifications

The Local Government shall notify the Federal Government of any activity by a Federal detainee which would likely result in litigation or alleged criminal activity.

The Local Government shall immediately notify the Federal Government of an escape of a Federal detainee. The Local Government shall use all reasonable means to apprehend the escaped Federal detainee and all reasonable costs in connection therewith shall be borne by the Local Government. The Federal Government shall have primary responsibility and authority to direct the pursuit and capture of such escaped Federal detainees. Additionally, the Local Government shall notify the Federal Government as soon as possible when a Federal detainee is involved in an attempted escape or conspiracy to escape from the Facility.

In the event of the death or assault or a medical emergency of a Federal detainee, the Local Government shall immediately notify the Federal Government.

Restrictive Housing and Suicide Prevention

The Local Government shall have written policies, procedures, and practices requiring that all detainees in restrictive housing are personally observed by a correctional officer at least twice per hour, but no more than 40 minutes apart, on an irregular schedule. Detainees who are violent or mentally ill or who demonstrate unusual or bizarre behavior receive more frequent observation; suicidal detainees are under constant observation.

The Local Government shall immediately notify the concerned Chief Deputy U.S. Marshal, or his or her designee, when a member of a vulnerable population is placed in restrictive housing or their restrictive housing status changes.

The Local Government shall also provide reports to the USMS on a monthly basis listing all USMS detainees who were detained in restrictive housing, and the reasons for their assignment to restrictive housing. The report shall be submitted to the Chief Deputy U.S. Marshal, or his or her designee, no later than the tenth day of each month in a standard format established by the USMS.

The Local Government shall have a comprehensive suicide-prevention program in place incorporating all aspects of identification, assessment, evaluation, treatment, preventive intervention, and annual training of all medical, mental health, and correctional staff.

For the purposes of this Agreement, “restrictive housing” means any type of detention that involves all of the following three basic elements:

1. Removal from the general population, whether voluntary or involuntary;
2. Placement in a locked room or cell, whether alone or with another detainee; and
3. Inability to leave the room or cell for the vast majority of the day, typically 22 hours or more.

For the purposes of this Agreement, “vulnerable population” means juveniles and individuals with serious mental illness.

Prison Rape Elimination Act (PREA)

The Facility must post the Prison Rape Elimination Act brochure/bulletin in each housing unit of the Facility. The Facility must abide by all relevant PREA regulations.

Service Contract Act

This Agreement incorporates the following clause by reference, with the same force and effect as if it was given in full text. Upon request, the full text will be made available. The full text of this provision may be accessed electronically at this address: <http://www.dol.gov/oasam/regs/statutes/351.htm>.

Federal Acquisition Regulation Clause(s):

52.222-41 Service Contract Act of 1965, as Amended (July 2005) 52.222-42 Statement of Equivalent Rates for Federal Hires (May 1989)
52.222-43 Fair Labor Standards Act and the Service Contract Act – Price Adjustment (Multiyear and Option Contracts) (May 1989)

The current Local Government wage rates shall be the prevailing wages unless notified by the Federal

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Government.

If the Department of Labor Wage Determination block #14 on page one (1) of this Agreement is checked, the Local Government agrees, in accordance with FAR PART 52.222.43 (f), must notify the Federal Government of any increase or decrease in applicable wages and fringe benefits claimed under this clause within 30 days after receiving a new wage determination.

Per-Diem Rate

The Federal Government will use various price analysis techniques and procedures to ensure the per-diem rate established by this Agreement is considered a fair and reasonable price. Examples of such techniques include, but are not limited to, the following:

1. Comparison of the requested per-diem rate with the independent Federal Government estimate for detention services, otherwise known as the Core Rate;
2. Comparison with per-diem rates at other state or local facilities of similar size and economic conditions;
3. Comparison of previously proposed prices and previous Federal Government and commercial contract prices with current proposed prices for the same or similar items;
4. Evaluation of the provided jail operating expense information;

The firm-fixed per-diem rate for services is stipulated in block #11 on page (1) of this agreement, and shall not be subject to adjustment on the basis of DELAWARE COUNTY JAIL's actual cost experience in providing the service. The per-diem rate shall be fixed for a period from the effective date of this Agreement forward for sixty (60) months. The per-diem rate covers the support of one Federal detainee per "Federal detainee day", which shall include the day of arrival, but not the day of departure.

After sixty (60) months, if a per-diem rate adjustment is desired, the Local Government shall submit a request through the Office of the Federal Detention Trustee's (OFDT) electronic Intergovernmental Agreements (eIGA) area of the Detention Services Network (DSNetwork). All information pertaining to the Facility on the DSNetwork will be required before a new per-diem rate will be considered.

Billing and Financial Provisions

The Local Government shall prepare and submit for certification and payment, original and separate invoices each month to each Federal Government component responsible for Federal detainees housed at the Facility.

Addresses for the components are:

**United States Marshals Service
Southern District of Ohio
85 Marconi Blvd, Room 460
Columbus, OH 43215
(614) 469-0456**

**Federal Bureaus of Prisons
RRM Cincinnati
36 E. 7th Street, Suite 2107-A
Cincinnati, OH 45202
(513) 684-2603**

**US Immigration and Customs Enforcement
Detroit Field Office
333 Mt. Elliott Street
Detroit, MI 48207
(313) 568-6049**

To constitute a proper monthly invoice, the name and address of the Facility, the name of each Federal detainee, their specific dates of confinement, the total days to be paid, the appropriate per diem rate as approved in the Agreement, and the total amount billed (total days multiplied by the per-diem rate per day) shall be listed, along with the name, title, complete address, and telephone number of the Local Government official responsible for invoice preparation. Additional services provided, such as transportation and guard services, shall be listed separately and itemized.

Nothing contained herein shall be construed to obligate the Federal Government to any expenditure or obligation of funds in excess of, or in advance of, appropriations in accordance with the Anti-Deficiency Act, 31 U.S.C. 1341.

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Payment Procedures

The Federal Government will make payments to the Local Government at the address listed in block #6 on page one (1) of this Agreement, on a monthly basis, promptly, after receipt of an appropriate invoice.

Hold Harmless

The U.S. Marshals Service (USMS) shall assume liability for claims and liability for damages arising out of the acts, omissions, or negligence of the agents of the USMS, acting within the scope of their employment, concerning (1) the performance of this Agreement or (2) the failure of the agents of the USMS, acting within the scope of their employment, to observe and abide by any of the terms and conditions of this Agreement. This assumption of liability is coextensive with and in accordance with the Federal Tort Claims Act (FTCA) 28 U.S.C. Sections 2671- 2680. Claims for tort damages shall be submitted and adjudicated in accordance with the procedures of the FTCA and applicable Federal and State law.

Disputes

Disputes, questions, or concerns pertaining to this Agreement will be resolved between appropriate officials of each party. Both the parties agree that they will use their best efforts to resolve the dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties.

Inspection of Services

Inspection standards for detainees may differ among authorized agency users. The Local Government agrees to allow periodic inspections by Federal Government inspectors, to include approved Federal contractors, in accordance with the Federal Performance Based Detention Standards required by any or all of the Federal authorized agency users whose detainees may be housed pursuant to this Agreement Findings of the inspections will be shared with the Facility administrator in order to promote improvements to Facility operations, conditions of confinement, and levels of services.

Modifications

For all modifications except for full or partial terminations, either party may initiate a request for modification to this Agreement in writing. All modifications negotiated will be effective only upon written approval of both parties.

Litigation

The Federal Government shall be notified, in writing, of all litigation pertaining to this Agreement and provided copies of any pleadings filed or said litigation within five (5) working days of the filing.

The Local Government shall cooperate with the Federal Government legal staff and/or the United States Attorney regarding any requests pertaining to Federal Government or Local Government litigation.

Rape Elimination Act Reporting Information

SEXUAL ASSAULT AWARENESS

This document is requested to be posted in each Housing Unit Bulletin Board at all Contract Detention Facilities. This document may be used and adapted by Intergovernmental Service Agreement Providers. While detained by the Department of Justice, United States Marshals Service, you have a right to be safe and free from sexual harassment and sexual assaults.

Definitions

A. Detainee-on-Detainee Sexual Abuse/Assault

One or more detainees engaging in or attempting to engage in a sexual act with another detainee or the use of threats, intimidation, inappropriate touching or other actions and/or communications by one or more detainees aimed at coercing and/or pressuring another detainee to engage in a sexual act.

B. Staff-on-Detainee Sexual Abuse/Assault

Staff member engaging in, or attempting to engage in a sexual act with any detainee or the intentional touching of a detainee's genitalia, anus, groin, breast, inner thigh, or buttocks with the intent to abuse, humiliate, harass, degrade, arouse, or gratify the sexual desires of any person. Sexual abuse/assault of detainees by staff or other detainees is an inappropriate use of power and is prohibited by DOJ policy and the law.

C. Staff Sexual Misconduct is:

Sexual behavior between a staff member and detainee which can include, but is not limited to indecent, profane or abusive language or gestures and inappropriate visual surveillance of detainees.

Prohibited Acts

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A detainee, who engages in inappropriate sexual behavior with or directs it at others, can be charged with the following Prohibited Acts under the Detainee Disciplinary Policy.

- **Using Abusive or Obscene Language**
- **Sexual Assault**
- **Making a Sexual Proposal**
- **Indecent Exposure**
- **Engaging in Sex Act**

Detention as a Safe Environment

While you are detained, no one has the right to pressure you to engage in sexual acts or engage in unwanted sexual behavior regardless of your age, size, race, or ethnicity. Regardless of your sexual orientation, you have the right to be safe from unwanted sexual advances and acts.

Confidentiality

Information concerning the identity of a detainee victim reporting a sexual assault, and the facts of the report itself, shall be limited to those who have the need to know in order to make decisions concerning the detainee-victim’s welfare and for law enforcement investigative purposes.

Report All Assaults!

If you become a victim of a sexual assault, you should report it immediately to any staff person you trust, to include housing officers, chaplains, medical staff, supervisors or Deputy U.S. Marshals. Staff members keep the reported information confidential and only discuss it with the appropriate officials on a need to know basis. If you are not comfortable reporting the assault to staff, you have other options:

- Write a letter reporting the sexual misconduct to the person in charge or the United States Marshal. To ensure confidentiality, use special (Legal) mail procedures.
- File an Emergency Detainee Grievance - If you decide your complaint is too sensitive to file with the Officer in Charge, you can file your Grievance directly with the Field Office Director. You can get the forms from your housing unit officer, or a Facility supervisor.
- Write to the Office of Inspector General (OIG), which investigates allegations of staff misconduct. The address is: Office of Inspector General, U.S. Department of Justice, 950 Pennsylvania Ave. Room 4706, Washington, DC. 20530
- Call, at no expense to you, the Office of Inspector General (OIG). The phone number is 1-800-869-4499.

Individuals who sexually abuse or assault detainees can only be disciplined or prosecuted if the abuse is reported.

A publication of the Office of the Federal Detention Trustee Washington, DC Published February 2008

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

**4
UPDATE ON THE JAIL OPERATIONS**

**5
RESOLUTION NO. 20-380**

IN THE MATTER OF APPOINTING A ZONING INSPECTOR AND ZONING SECRETARY:

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

WHEREAS, pursuant to section 303.16 of the Revised Code, the Delaware County Board of Commissioners (the “Board”) may establish and fill the positions of County zoning inspector and zoning secretary; and

WHEREAS, pursuant to Section 28.01 of the Delaware County Zoning Resolution, the Board shall appoint a County zoning inspector, together with such assistants as may be necessary; and

WHEREAS, pursuant to Section 29.04 of the Delaware County Zoning Resolution, the Board shall appoint a zoning secretary whose duty it shall be to maintain County zoning records, confirm information in applications, process all notices required by the Zoning Resolution, record the minutes of the Zoning Commission and Board of Zoning Appeals, assist the Zoning Inspector and perform such other duties relating to the Zoning Resolution; and

WHEREAS, the Code Compliance department is responsible for the administration of the Delaware County Zoning Resolution for Marlboro, Radnor and Thompson Townships;

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

Section 1. The Board hereby appoints Duane Matlack as the Delaware County Zoning Inspector.

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Section 2. The Board hereby appoints Jamie Upchurch as the Delaware County Zoning Secretary.

Section 3. This Resolution shall supersede any prior resolutions or official actions not consistent with the appointments made herein.

Section 4. This Resolution shall take effect May, 1, 2020.

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

Retirement Tribute for Fred Fowler, Code Compliance Supervisor.

**6
RESOLUTION NO. 20-381**

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR NORTHLAKE PRESERVE SECTIONS 3 AND 4:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve the following sanitary sewer improvement plans for submittal to the Ohio EPA for their approval:

WHEREAS, the Sanitary Engineer recommends approval of the sanitary sewer improvement plans for Northlake Preserve Sections 3 and 4;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the sanitary sewer improvement plans for Northlake Preserve Sections 3 and 4 for submittal to the Ohio EPA for their approval.

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

**7
RESOLUTION NO. 20-382**

IN THE MATTER OF APPROVING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH DLZ OHIO, INC., FOR ON-CALL CONSTRUCTION TESTING AND INSPECTION SERVICES:

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

WHEREAS, the Board of Commissioners previously entered into a contract on March 2, 2020, with DLZ Ohio, Inc., for on-call construction testing and inspection services; and

WHEREAS, there is an increase to the contract cost in the amount of \$25,000.00; and

WHEREAS, the Sanitary Engineer recommends approval of Amendment No. 1 to the Professional Services Agreement with DLZ Ohio, Inc., for on-call construction testing and inspection services;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the following Amendment No. 1 to the Professional Services Contract with DLZ Ohio, Inc.:

**AMENDMENT NO. 1
PROFESSIONAL SERVICES AGREEMENT**

This Amendment No. 1 to the Original Agreement dated March 2, 2020 is made and entered into this 30th day of April, 2020, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and DLZ Ohio, Inc., 6121 Huntley Road, Columbus, Ohio 43229 (“Consultant”) (hereinafter collectively referred to as the “Parties”).

ARTICLE 1 – AMENDMENT

Pursuant to Section 3.1 of the Original Agreement, the Parties mutually agree to amend the Original Agreement as follows:

- A. Sections 4.3 of the Original Agreement shall be modified to increase the total compensation to Forty-Nine Thousand, Nine Hundred Dollars and Zero Cents (\$49,900.00).

ARTICLE 2 – REMAINING PROVISIONS

All other terms and conditions of the Original Agreement not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1.

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

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8

RESOLUTION NO. 20-383

IN THE MATTER OF APPROVING THE TERMS AND CONDITIONS OF THE VTSCADA SOFTWARE LICENSING AGREEMENT WITH TRIHEDRAL, INC. FOR VTSCADA SOFTWARE UPGRADES AT THE ALUM CREEK WATER RECLAMATION FACILITY:

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

WHEREAS, it has been determined that it is necessary to upgrade the VTSCADA software to complete the Alum Creek Process Improvements Project; and

WHEREAS, the Sanitary Engineer recommends approval of the following Terms and Conditions of the VTSCADA Software Licensing Agreement listed on the Trihedral Quotation;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the terms and conditions of the VTSCADA Software Licensing Agreement with Trihedral, Inc. for the VTSCADA software upgrades at the Alum Creek Water Reclamation Facility.

TRIHEDRAL QUOTATION

(A copy of this quotation is available in the Regional Sewer District Department and in the Commissioner’s Office until no longer of administrative value)

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

9

RESOLUTION NO. 20-384

IN THE MATTER OF CERTIFICATION OF DELINQUENT ACCOUNTS TO THE COUNTY AUDITOR FOR ACCOUNTS TO BE ASSESSED TO PAYABLE YEAR 2021 TAXES:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to certify to the County Auditor the delinquent accounts for placement on the tax duplicate.

WHEREAS, the County owns and operates a Sewer District as authorized by Ohio Revised Code (ORC) 6117; and

WHEREAS, ORC 6117.02 authorizes the County to set rates and charges for the sanitary services provided by the Sewer District; and

WHEREAS, when any of the sanitary rates or charges are not paid when due, the board may certify the unpaid rates or charges, together with any penalties, to the County Auditor, who shall place them upon the real property tax list and duplicate against the property served by the connection; and

WHEREAS, pursuant to resolution 16-720, the Board has established that delinquent accounts will be certified after they are more than ninety days past due and the amount exceeds \$25.00; and

WHEREAS, staff has determined that there are delinquent accounts that meet this criteria; and

WHEREAS, staff recommends collection of the unpaid rates and charges by certifying these delinquent accounts to the County Auditor;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners certify the delinquent accounts in the amount of \$156,308.52 to the County Auditor for the 2021 real property tax list and duplicate. (Itemized listing of delinquent accounts available for review at the Commissioners’ Office until no longer of administrative value).

**2021 Sewer Tax Assessments
To be certified by the Board of Commissioners on 4/30/2020**

Breakdown of Assessments by Treatment Plant:

66211900-4108-11903 – OECC	\$56,083.70
66211900-4108-11904 – Alum Creek	\$88,614.99
66211900-4108-11905 – Lower Scioto	\$2,140.69
66211900-4108-11912 - Package Plants	\$9,469.14
Total Assessments	\$156,308.52

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

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10

RESOLUTION NO. 20-385

IN THE MATTER OF APPROVING RIGHT-OF-WAY WORK PERMIT SUMMARY SHEET:

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

WHEREAS, the below requests to perform work within the right-of-way have been reviewed and approved by the Delaware County Engineer;

NOW, THEREFORE, BE IT RESOLVED that the following permits are hereby approved by the Board of Delaware County Commissioners:

Permit #	Applicant	Location	Type of Work
UT20-0062	Century Link	Condit Road	Road bore
UT20-0063	Spectrum	Cheshire Road	Place cable in ROW
UT20-0064	Columbia Gas	Grand Pointe North Orange 2	Install gas main
UT20-0065	AEP	Norton Road	Add fiber to existing line
UT20-0066	AEP	Radnor Road	Add fiber to existing line
UT20-0067	AEP	Radnor Road	Install fiber via bore
UT20-0068	AEP	Radnor Road	Add fiber to existing line
UT20-0069	AEP	Penry Road	Add fiber to existing line
UT20-0070	AEP	Hyatts Road	Replace existing pole
UT20-0071	Columbia Gas of Ohio	Clark Shaw Road	Install gas main
UT20-0072	Verita Telecommunications Corp	Walnut Way	Install cable in ROW
UT20-0073	Zayo Group	Greif Parkway	Place underground fiber

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

11

RESOLUTION NO. 20-386

IN THE MATTER OF DECLARING NECESSITY TO IMPROVE TOWNSHIP ROAD NUMBER 409, GREEN MEADOWS DRIVE, AND APPROVING AN ENGINEERING SERVICES AGREEMENT WITH IBI GROUP, INC., FOR THE PROJECT KNOWN AS DEL-TR 409-2.73, GREEN MEADOWS DRIVE EXTENSION:

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

WHEREAS, section 5555.022 of the Revised Code provides that a board of county commissioners may find by a majority vote that the public convenience and welfare require the improving of any part of any public road, may fix the route and termini of the improvement and may authorize such improvement; and

WHEREAS, the County Engineer has determined that Township Road Number 409, Green Meadows Drive, requires improvements to include a 2700’ extension between Lewis Center Road and the future Home Road extension currently under construction (the “Improvement”); and

WHEREAS, section 305.15 of the Revised Code provides that when the services of an engineer are required with respect to roads, turnpikes, ditches, bridges, or any other matter, a board of county commissioners may enter into contracts with any person, firm, partnership, association, or corporation qualified to perform engineering services in the state; and

WHEREAS, the County Engineer has selected IBI Group through a qualifications based selection process, has negotiated a scope and fee for the required engineering services, and recommends entering into an agreement for said engineering services associated with the Improvement;

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

Section 1. The Improvement is required for the safety and welfare of the traveling public.

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

Section 3: The following agreement is approved for the providing of services for the Improvement:

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this 30th day of April, 2020, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and IBI Group Engineering Services (USA), Inc., 8101 North High Street #100, Columbus, Ohio 43235 (“Consultant”), hereinafter collectively referred to as the “Parties”, and shall be known as the “Agreement.”

1 SERVICES PROVIDED BY CONSULTANT

- 1.1 The Consultant will provide preliminary engineering for DEL-TR 409-273, Green Meadows Drive Extension, including surveys, studies, preparation of construction and right-of-way plans (the “Services”).
- 1.2 The Consultant 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 The Services are more fully described in and shall be rendered by the Consultant in accordance with the following documents, by this reference made part of this Agreement: Green Meadows Drive Extension, Part 1 Fee Proposal dated April 2, 2020.

2 SUPERVISION OF SERVICES

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Engineer as the “Project Manager” and agent of the County for this Agreement.
- 2.2 The Project Manager 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 Consultant, shall supersede all prior understandings and agreements relating to the Services, 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 Scope of Services and Price Proposal noted in Section 1.3.
- 4.2 For all services described in the Scope of Services and Price Proposal, the lump sum fee shall be \$49,750.00, which amount shall not be exceeded without subsequent modification.
- 4.3 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 on the individuals 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.

Project Manager:

Name: Delaware County Engineer
Attn: Robert Riley, P.E., P.S.

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Address: 50 Channing Street, Delaware, OH 43015

Telephone: (740) 833-2400

Email: riley@co.delaware.oh.us

Consultant:

Name of Principal in Charge: Mike Murray, P.E.
Attn: Ryan Hutson, P.E., P.S.

Address of Firm: 8101 North High Street, Suite 100

City, State, Zip: Columbus, OH 43232

Telephone: (614) 818-4900, ext. 2058

Email: ryan.hutson@ibigroup.com

6 PAYMENT

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Consultant and approved by the Project Manager and on the calculated percentage of work performed to date in accordance with the Consultant's Price Proposal.
- 6.2 Invoices shall be submitted to the Project Manager by the Consultant 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 Consultant 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 Consultant shall commence Services upon written Notice to Proceed ("Authorization") by the Project Manager and shall complete the Services in a timely manner.
- 7.2 Consultant shall not proceed with any "If Authorized" tasks without written Authorization.
- 7.3 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the Project Manager 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 Consultant shall immediately suspend or terminate Services, as ordered by the County.
- 8.2 In the case of termination, the Consultant 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 not take effect unless and until approved in a written amendment signed by both Parties.

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10 OWNERSHIP

- 10.1 Upon completion or termination of the Agreement, the Consultant 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 surveys, calculations, reports, schematics, drawings 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 CONSULTANT STAFF; ASSIGNMENT

- 11.1 The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or sub-consultants assigned to the Services as contemplated at the time of executing this Agreement.
- 11.2 The Consultant 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 Consultant 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 Consultant, 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 General Liability Coverage: Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.2 Automobile Liability Coverage: Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.3 Workers' Compensation Coverage: Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.4 Professional Liability Insurance: Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the services hereunder. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 13.5 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 13.1 and 13.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 13.6 Proof of Insurance: Prior to the commencement of any Services under this Agreement, Consultant, 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. Consultant will replace certificates for any insurance expiring prior to completion of Services under this Agreement.

14 MISCELLANEOUS TERMS AND CONDITIONS

- 14.1 Prohibited Interests: Consultant 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

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the proceeds thereof. Consultant 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.

- 14.2 Independent Contractor: The Parties acknowledge and agree that Consultant 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. Consultant also agrees that, as an independent contractor, Consultant 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. **Consultant hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 14.3 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.
- 14.4 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.
- 14.5 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.
- 14.6 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.
- 14.7 Findings for Recovery: Consultant certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 14.8 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.
- 14.9 County Policies: The Consultant shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Consultant shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing Services 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 Consultant 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.
- 14.10 Drug-Free Workplace: The Consultant 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 Consultant 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.
- 14.11 Non-Discrimination/Equal Opportunity: Consultant 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.

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Consultant 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.

Consultant 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.

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

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

12

RESOLUTION NO. 20-387

IN THE MATTER OF RE-APPOINTING MEMBERS TO THE BOARD OF TRUSTEES OF THE DELAWARE COUNTY TRANSPORTATION IMPROVEMENT DISTRICT:

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

WHEREAS, on May 17, 2018, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No. 18-536, establishing the Delaware County Transportation Improvement District (“DCTID”) and appointing members to the DCTID Board of Trustees; and

WHEREAS, the Board shall make appointments to the DCTID Board of Trustees, pursuant to section 5540.02 of the Revised Code; and

WHEREAS, the terms for all members of the DCTID Board of Trustees shall expire on May 16, 2020;

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

Section 1. The Board hereby approves the re-appointments of the following members to the DCTID Board of Trustees:

Name	Office
Chris Bauserman	Delaware County Engineer
Mike Frommer	Delaware County Administrator
Si Kille	Delaware County Deputy Auditor
Pat Blayney	Public Member At-Large
Tom Price	Public Member At-Large

Section 2. The re-appointments approved herein shall be effective May 17, 2020, and the members shall serve terms of two years, subject to section 5540.02 of the Revised Code.

Section 3. The Delaware County Board of Commissioners hereby finds and determines that all formal actions taken by it concerning or relating to the adoption of this Resolution were taken in an open meeting of the Delaware County Board of Commissioners and that all deliberations of the Delaware County Board of Commissioners and any of its committees that resulted in those formal actions were conducted in compliance with applicable Ohio laws.

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

13

**DIRECTOR BOB LAMB
ECONOMIC DEVELOPMENT BUSINESS ASSISTANCE UPDATE**

14

RESOLUTION NO. 20-388

IN THE MATTER OF ADOPTING THE UPDATED DELAWARE COUNTY PERSONNEL POLICY MANUAL:

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

WHEREAS, Delaware County has incorporated and/or revised management practices, procedures, and policies to appropriately manage federal, state, and civil service laws and regulations and to administer and set

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employment standards, and provide for the general management of employees, based upon best practices recommended by the County Risk Sharing Authority; and

WHEREAS, the Delaware County Personnel Policy Manual encompasses general employment practices, procedures, and guidelines for employees, directors and supervisors in the day-to-day direction and performance of their duties;

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

Section 1. The Board hereby adopts the updated 2020 Delaware County Personnel Policy Manual to meet new legal requirements, changes in specific practices, procedures, and policies, that assist in the proper management of and direction for the directors, supervisors and employees of Delaware County:

PERSONNEL POLICY MANUAL

**2020
Delaware County Personnel
Policy Manual
Adopted from
CORSA
BEST PRACTICES**

**The County Risk Sharing Authority
209 East State Street, Columbus, Ohio 43215-4309**

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DELAWARE COUNTY BOARD OF COMMISSIONERS ~ MISSION

Delaware County provides quality services to our residents, customers and the communities within the County in a fiscally responsible manner. We strive to be professional and disciplined in both our thoughts and actions and make focused decisions that are in the best interest of the public and our customers.

People: The Most Important Asset

It is our goal to recruit, train, and retain the most qualified and productive staff for Delaware County; to promote mutual trust and respect for each other; and practice open and timely communication with the expectation and confidence that people will do the right thing. The County will keep an open mind to new ideas and encourage innovation. We hope to provide an opportunity for all employees to develop their potential and make the best use of their abilities.

Success: Employees Make It Happen

To make the County's goals happen, employees must share the same ideals and their actions must support those goals. Employees are the key to the success for themselves and the County as a whole. If employees are successful, the County will be also. In every decision made and every action taken, employees must consider the goals of their department, division, and the County and whether their thoughts and actions are moving those forward or moving them backwards.

Key tenets to success include:

- 1) Speed of Service – Providing service in a timely manner that positively affects the community and our customers.
- 2) Quality of Service – Providing quality services that positively impact the customers and the community.
- 3) Focused Decision Making – Decisions that impact positively on the community and our customers rather than personal satisfaction or gain; considering the big picture and the long-term impact that actions and decisions will have.
- 4) Disciplined People, Thought and Action – Following the policies, procedures, rules, or directions to get the job done correctly.

I. INTRODUCTION, APPLICABILITY AND ADMINISTRATION

The provisions of the Delaware County Policy Manual are applicable to all employees, except as specifically provided herein. This manual's purpose is to provide a systematic and organized approach to the establishment, implementation, and administration of the personnel policies and practices relevant to all affected employees. This manual is not a contract of employment or a guarantee of any rights or benefits, but is merely intended to be used to assist and guide employees in the day-to-day direction and performance of their duties. Any promises or statements made by any individual that conflicts with this manual is unauthorized, expressly disallowed, and should not be relied upon. Any questions relating to the purpose, goals, and/or interpretation of these policies should be directed to the Human Resources Department by calling (740) 833-2120.

The policies adopted in this manual supersede all previous written and unwritten personnel policies or operational guidelines that directly conflict with this manual. All previous written personnel policies or operational guidelines that do not conflict with this manual shall continue in full force and effect. This manual is also intended to be construed in such a manner as to comply with all applicable federal, state, and civil service laws and regulations. Employees are responsible, as a condition of their employment, to familiarize themselves with, and abide by, these policies and procedures.

The County will endeavor to give employees advance notice of any manual changes. However, the County may revise these policies with or without advance notice. Notice of revisions shall be provided to all employees. Employees are encouraged to make suggestions for improvements in personnel policies and practices to the Director of Administrative Services by calling (740) 833-2120.

If any article or section of this manual is held to be invalid by operation of law, the remainder of this manual

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and amendments thereto shall remain in force and effect. Should a conflict arise between the Ohio Revised Code (O.R.C.) or applicable federal law and this manual, law shall prevail. Additionally, should a direct conflict exist between this manual and a Collective Bargaining Agreement, the Bargaining Agreement shall prevail.

II. CLASSIFICATION STATUS

The classified service shall comprise all County employees not specifically included in the unclassified service. Following completion of the probationary period, no classified employees shall be reduced in pay or position, fined, suspended or removed, or have their longevity reduced or eliminated, except and for those reasons of just cause set forth in the civil service laws of the State of Ohio. Such reasons include: incompetency, inefficiency, unsatisfactory performance, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, violation of any policy or work rule of the County, any other failure of good behavior, any other acts of misfeasance, malfeasance or nonfeasance in office, or conviction of a felony.

Unclassified employees serve at the pleasure of the Appointing Authority and may be terminated or otherwise separated from employment for any reason not inconsistent with law. An unclassified employee may not be rendered classified due to the provisions of this Manual.

III. MANAGEMENT RESPONSIBILITIES

Delaware County appointing authorities are bound by law to exercise their authority in accordance with existing laws and rules of the United States and the State of Ohio.

Delaware County reserves all rights which are authorized under the Ohio Revised Code specifically including, but not limited to, the following:

1. The right to manage its business;
2. The right to determine the methods and means by which its operations are to be performed; and
3. To direct the workforce to conduct its operations in a safe and effective manner.

It is the policy of Management that all provisions of operations of the County will be applied to all employees following its respective responsibilities under County policy, Federal and State Civil Rights Laws, and Fair Employment Practice Acts.

IV. PROFESSIONAL CONDUCT

Employees are expected to maintain a satisfactory and harmonious relationship with fellow employees and the public to sustain normal and effective operations. Therefore, the County requires that all employees maintain high standards in interpersonal relationships with internal and external customers. Interpersonal skills include, but are not limited to, professional, positive and effective communication, active and efficient listening skills, positive attitudes and professional demeanor.

The County also believes that all employees should be able to work in an environment free of threatening speech or actions. Threatening behavior consisting of any words or actions that intimidate a staff member or cause anxiety concerning their physical well-being is strictly prohibited. Anyone who is found to have threatened a member of the staff or the public will be subject to discipline up to and including termination following applicable policies.

In order to maintain the integrity of Delaware County, and the confidence that the public has in it, and to provide an orderly, positive, and productive workplace, it is essential that employees of Delaware County observe a professional standard of conduct following all applicable policies set forth in the Delaware County Personnel Policy Manual and the established Standard Operating Procedures. Such a higher standard of conduct will benefit and protect both Delaware County and the employee, as well as provide the highest standard of service to the citizens for whom we are employed.

In pursuit of providing the highest quality standard of service to the customers, employees are expected to perform their duties within the policies, procedures and directives of management. Employees are expected to be efficient and to utilize their hours at work to conduct the public work. Employees are subject to disciplinary action for inefficiency and loss of production if personal issues interfere with productivity.

Employees must also professionally provide services to the public. Conduct that is abusive, discourteous, neglectful, purposefully performed incorrectly and against policy or standard procedure, or not performed when required will not be tolerated. Further, speech that is disparaging of the County, its officers, management or employees and not constitutionally protected shall not be tolerated. To be constitutionally protected, speech must:

- a) Address a matter of public concern, and
- b) Outweigh any governmental interests.

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Speech that is purely job related or of purely personal interest is not a matter of public concern.

An employee's conduct or misconduct while not on duty that brings discredit to the County, interferes with the County's ability to provide services to the public, or violates any policy, procedure, or agreement of the County will not be tolerated.

An employee who is arrested for any criminal offense, including, but not limited to, any crime that constitutes a misdemeanor or felony and any arrest or charge of operating a motor vehicle while under the influence of drugs and / or alcohol must report that arrest immediately to their supervisor or department director who will inform Human Resources, or the employee may report the incident directly to Human Resources. Delaware County will carefully consider the impact that the arrest or criminal charge makes on its operations and consider any applicable employment decisions based on that impact.

Any employee found to be in violation of this Section shall be subject to possible disciplinary action up to and including removal and/or criminal prosecution.

Any employee who has a question as to whether or not their actions or activities are in violation of this Section should review the County Personnel Policy Manual, County and Ohio Ethics Policy and/or direct such inquiry to their immediate supervisor, department director, Human Resources or appointing authority.

V. EQUAL EMPLOYMENT OPPORTUNITY

The County is an equal opportunity employer and does not discriminate on the basis of race, color, religion, sex, age, national origin, disability, military status, genetic testing, or other unlawful bias except when such a factor constitutes a bona fide occupational qualification ("BFOQ"). All personnel decisions and practices including, but not limited to, hiring, suspensions, terminations, layoffs, demotions, promotions, transfers, and evaluations, shall be made without regard to the above listed categories. The County intends for all of its policies to comply with federal and state equal employment opportunity principles and other related laws.

The County condemns and will not tolerate any conduct that intimidates, harasses, or otherwise discriminates against any employee or applicant for employment on the grounds listed above. Anyone who feels that their rights have been violated under this policy should submit a written complaint of discrimination to the department supervisor or office Director, Appointing Authority or Human Resources.

Please refer to the links below for additional information including reporting / investigation requirements:

<https://humanresources.co.delaware.oh.us/policies/>

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

VI. AMERICANS WITH DISABILITIES ACT

The County prohibits discrimination in hiring, promotions, transfers, or any other benefit or privilege of employment, of any qualified individual with a permanent disability. To be considered a qualified individual, the employee must satisfy the requisite skills, experience, education and other job-related requirements of the position the employee holds or desires and must be able to perform the essential functions of their position, with or without a reasonable accommodation.

The County will provide reasonable accommodation to a qualified applicant or employee with a disability unless the accommodation would pose an undue hardship on or direct threat to the facility. Decisions as to whether an accommodation is necessary and/or reasonable shall be made on a case-by-case basis. An employee who wishes to request an accommodation shall direct such request to the department supervisor, office Director or Appointing Authority, each of whom shall have the authority and responsibility to work directly with Human Resources to investigate and take appropriate action concerning the complaint. Requests for accommodation should be in writing to avoid confusion; however, verbal requests will be considered. The employer and employee will meet and discuss whether an accommodation is appropriate and, if applicable, the type of accommodation to be given.

Any employee who feels that their rights have been violated under this policy should submit a written complaint as set forth in the Unlawful Discrimination and Harassment Policy.

Service Animals

Individuals may have the right to bring service animals into a public building. Service animals are those animals that are individually trained to do work or perform tasks for people with disabilities. Questions concerning a service animal should be presented to the department's appointing authority who will contact Delaware County Human Resources.

VII. UNLAWFUL DISCRIMINATION AND HARASSMENT

A. Policy

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The County is committed to providing a facility that is safe and free from unlawful discrimination and harassment. Unlawful discrimination or harassment is behavior directed toward an employee because of their membership in a protected class such as: race, color, religion, sex, national origin, age, ancestry, disability, genetic information, or military status. Unlawful discrimination and harassment is inappropriate and illegal and will not be tolerated. All forms of unlawful discrimination and harassment are governed by this policy and must be reported and addressed in accordance with this policy.

B. Definitions

Unlawful discrimination occurs when individuals are treated less favorably in their employment because of their membership in a protected classification. An employer may not discriminate against an individual with respect to the terms and conditions of employment, such as promotions, raises, and other job opportunities, based upon that individual's membership in that protected class.

Harassment is a form of discrimination. Harassment may be generally defined as unwelcome conduct based upon a protected classification. Harassment becomes unlawful where:

1. Enduring the offensive conduct becomes a condition of continued employment.
2. The conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

C. Examples

Sexual harassment is one type of unlawful harassment. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

1. Submission to the conduct is made either explicitly or implicitly a term or condition of an individual's employment.
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual.
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Harassment on the basis of an employee's membership in any protected classification is unlawful, will not be tolerated, and must be reported so the County may investigate and take appropriate action. Unlawful discrimination and harassment does not generally encompass conduct of a socially acceptable nature. However, some conduct that is appropriate in a social setting may be inappropriate in the work place. A victim's perceived acquiescence in the behavior does not negate the existence of unlawful discrimination or harassment. Inappropriate conduct that an employee perceives as being "welcome" by another employee may still form the basis of a legitimate complaint.

D. Off Duty Conduct

Unlawful discrimination or harassment that affects an individual's employment may extend beyond the confines of the workplace. Employee conduct that occurs off duty and off premises may also be subject to this policy.

E. Workplace Romances

To avoid concerns of sexual harassment, preferential treatment and other inappropriate behavior, employees are required to inform their Director, Appointing Authority or Human Resources if they currently are, or if they intend to become, romantically involved with a co-worker. Such relationships are not necessarily prohibited, but must be appropriately addressed. Should the County determine that a conflict exists between an employee's employment and a personal relationship with a co-worker, the County will attempt to work with the employees to resolve the conflict. Should operational needs prevent resolution, the relationship must cease or one or both of the parties must separate from employment. Supervisors are expressly prohibited from engaging in romantic or sexual relationships with any employee they directly, or indirectly, supervise.

Disclosure Form: <https://humanresources.co.delaware.oh.us/wp-content/uploads/sites/15/2018/03/WorkplaceRomanceDisclosure.pdf>

F. Complaint Procedure

Employees who feel they have been subject to unlawful discrimination or harassment by a fellow employee, supervisor, or other individual otherwise affiliated with the County, as outlined in paragraph J below, shall immediately report the conduct, in writing, to their Director, Appointing Authority or Human Resources, each of whom shall have the authority and responsibility to work directly with Human Resources to investigate and take appropriate action concerning the complaint. Similarly, employees who feel they have knowledge of discrimination or harassment, or who have questions or concerns regarding discrimination or harassment, shall

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immediately contact their Director, Appointing Authority or Human Resources. Late reporting of complaints and verbal reporting of complaints will not preclude the County from taking action. However, so that a thorough and accurate investigation may be conducted, employees are encouraged to submit complaints in writing and in an expedient manner following the harassing or offensive incident. All supervisors are required to follow up on all claims or concerns, whether written or verbal, regarding unlawful discrimination and harassment.

Although employees may confront the alleged harasser at their discretion, they are also required to submit a written report of any incidents as set forth above. When the County is notified of the alleged harassment, it will timely investigate the complaint. The investigation may include private interviews of the employee allegedly harassed, the employee committing the alleged harassment and any and all witnesses. Information will be kept as confidential as practicable, although confidentiality is not guaranteed. All employees are required to cooperate in any investigation. Determinations of harassment shall be made on a case-by-case basis. If the investigation reveals the complaint is valid, prompt attention and disciplinary action designed to stop the harassment and prevent its recurrence will be taken.

G. Retaliation

Anti-discrimination laws prohibit retaliatory conduct against individuals who file a discrimination charge, testify, or participate in any way in an investigation, proceeding, or lawsuit under these laws, or who oppose employment practices that they reasonably believe discriminate against protected individuals, in violation of these laws. The law also prevents retaliatory conduct against individuals who are close personal friends or family members with an individual who engaged in protected conduct. The County and its supervisors and employees shall not in any way retaliate against an individual for filing a complaint, reporting harassment, participating in an investigation, or engaging in any other protected activity. Any employee who feels they have been subjected to retaliatory conduct as a result of actions taken under this policy, or as a result of their relationship with someone who took action under this policy shall report the conduct to their Director, Appointing Authority or Human Resources immediately. Disciplinary action for filing a false complaint is not a retaliatory act.

H. False Complaints

Legitimate complaints made in good faith are strongly encouraged; however, false complaints or complaints made in bad faith will not be tolerated. Failure to prove unlawful discrimination or harassment will not constitute a false complaint without further evidence of bad faith. False complaints or dishonest statements in a complaint or in an investigation of a complaint are considered to be a violation of this policy.

I. Corrective Action

If the County determines unlawful discrimination, harassment, or retaliation has taken place, appropriate corrective action will be taken, up to and including termination. The corrective action will be designed to stop the unlawful conduct and prevent its reoccurrence. If appropriate, law enforcement agencies or other licensing bodies will be notified. Any individual exhibiting retaliatory or harassing behavior towards an employee who exercised a right under this policy, or who is a close personal friend or family member of someone who exercised a right under this policy, will be subject to discipline, as will any employee who has knowledge of unlawful conduct and allows that conduct to go unaddressed.

J. Coverage

This policy covers all employees, supervisors, department heads and elected officials. Additionally, this policy covers all suppliers, subcontractors, residents, visitors, clients, volunteers and any other individual who enters County property, conducts business on County property, or who is served by County personnel.

Please refer to the links below for additional information including reporting / investigation requirements:

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

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

VIII. MEDICAL EXAMINATIONS AND DISABILITY SEPARATION

A. The County may require an employee to take an examination, conducted by a licensed medical practitioner, to determine the employee's physical or mental capacity to perform the essential functions of their job, with or without reasonable accommodation. This examination shall be at the County's expense. If the employee disagrees with the County's licensed medical practitioner's determination, the employee may request to be examined by a second licensed medical practitioner of the employee's choice at the employee's own expense. If the reports of the two practitioners conflict, a third opinion shall be rendered by a neutral party chosen by the County and paid for by the County. The third opinion shall be controlling.

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B. If an employee, after examination, is found to be unable to perform the essential functions of their position with or without reasonable accommodation, the employee may request use of accumulated, unused, paid and unpaid leave benefits, if applicable.

If a classified employee remains unable to perform the essential functions of their position after exhausting available leaves, they may request a voluntary disability separation. If, after exhausting available leave, an employee refuses to request a voluntary disability separation, an Appointing Authority may place the employee on an involuntary disability separation if the Appointing Authority has substantial credible medical evidence to indicate that the employee remains disabled and incapable of performing the essential job duties. Such involuntary disability separation must be done in accordance with Ohio Administrative Code (O.A.C.) Chapter 123:1-30.

C. An employee's refusal to submit to an examination, to release the findings of an examination, or to otherwise cooperate in the examination process will be considered insubordination.

IX. DRUG AND ALCOHOL POLICY

A. Drug-Free Workplace.

Alcoholism and drug addiction are treatable diseases. Therefore, employees who believe that they may have an alcohol or drug addiction problem are encouraged to seek professional treatment and assistance. No employee who seeks such treatment or assistance prior to detection will have his/her job security, promotional opportunities, or other job conditions jeopardized by a request for treatment. The individual's right to confidentiality and privacy will be recognized in such cases. The County will reasonably accommodate a recovering employee's alcohol or drug addiction in accordance with federal and state law.

Treatment pursuant to this accommodation policy will not result in any special regulations, privileges, or exemptions from standard administrative procedures, practices, or policies including disciplinary action. The County may take disciplinary action for any violations of work rules, regardless of the effect of alcohol or drug abuse. Nothing in this policy shall be construed to condone or exonerate employees from their misconduct or poor performance resulting from a drug or alcohol problem.

The County maintains a drug and alcohol free workplace¹ in order to eliminate the inherent risks and liability to the County, the affected employee, co-workers and the public. Employees are hereby notified that the manufacture, distribution, dispensing, possession, use or being under the influence of alcohol, drugs or other controlled substance is strictly prohibited during working hours at any location where employees are conducting County business. Also prohibited is the illegal use of legal substances.

¹ *As set forth in detail in paragraph B 8 below medical marijuana use as authorized by the state law is not exempt from the County's drug and alcohol free workplace policy, constitutes a violation of this policy, and employees are subject to discipline up to and including discharge for any violation of this policy, including use of medical marijuana.*

In order to further the County's objective of maintaining a safe, healthful, and drug-free workplace, the County may require an employee to submit to a urine and/or blood test if there is reasonable suspicion as explained in Section C, paragraph 2, below, to believe that an employee is under the influence of a controlled substance or alcohol. Refusal to submit to a drug or alcohol test and/or to release the results of the same shall be considered insubordination and will be construed as a positive test result.

Employees are put on notice that an employee who is under the influence of drugs or alcohol may forfeit their right to obtain workers compensation benefits. The law establishes a rebuttable presumption that if an injured worker tests positive for the use of drugs or alcohol, the worker will have to prove the use of drugs or alcohol did not cause the accident. A refusal to test for the use of drugs or alcohol will also establish the presumption. Employees who are involved with a workplace accident may be required to undergo drug and/or alcohol testing in accordance with this policy.

B. Drug Policy.

1. **Controlled Substance:** Means any controlled substance contained in Schedules 1 through V of Section 202 of the Controlled Substance Act (21 U.S.C. § 812; or as defined in § 3719.01 O.R.C.).

2. **Conviction:** Means any finding of guilt, including a plea of *nolo contendere* (no contest) or the imposition of a sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.

3. **Criminal Drug Statute:** Means a criminal statute involving manufacture, distribution, dispensation, use, or possession of any controlled substance. For purposes of this policy all definitions will be consonant with O.R.C. § 3719.01 *et seq.*

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4. The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance by any employee which takes place in whole or in part in the employer's work place is strictly prohibited and will result in criminal prosecution and employee discipline.
5. Any employee arrested or convicted of any Federal or State criminal drug statute must notify the employer of that fact immediately, but in no event longer than five (5) calendar days, of the arrest or conviction.
6. Any employee who reports for duty in an altered or impaired condition which is the result of the illegal use of controlled substances and/or alcohol will be subject to disciplinary action up to and including removal. Any decision to take disciplinary action may be held in abeyance pending the completion by the employee of a drug rehabilitation program.
7. Any employee arrested or convicted of a drug or alcohol offense, who fails to timely report the arrest or conviction, may be terminated from employment and/or held civilly liable for any damage caused, including a loss of state or federal funds, resulting from the misconduct.
8. The County has a zero tolerance policy for employees who are under the influence of drugs or alcohol while at work. Employees who are using medical marijuana as authorized by Ohio law are not exempt from this policy in any way. The use of marijuana in any form for any purpose, authorized for medicinal purposes or unauthorized, will be treated the same as the use of all other Schedule 1 controlled substances, illegal drugs, or the abuse of legal drugs. Employees using Schedule 1 controlled substances or illegal drugs, including medical marijuana authorized by and in accordance with Ohio law, are still subject to all provisions of this policy and may be subject to discipline including termination for such use.

C. The Drug/Alcohol Testing Policy.

1. In order to maintain a safe and healthful work environment, the County reserves the right to set standards for employment and to require employees to submit to physical examinations including blood or urine tests for alcohol, illegal drugs, or the misuse of legal drugs where there is reasonable suspicion that an employee's work performance is, or could be, affected by the condition.
2. Where the County has a reasonable suspicion to believe that the employee is in violation of this policy, it may require the employee to go to a medical clinic, at the County's expense, to provide blood and/or urine specimens. Reasonable suspicion shall generally mean suspicion based on personal observation by a County representative, including descriptions of appearance, behavior, speech, breath, or inexplicable behavior.
3. If requested, the employee shall sign a consent form authorizing the clinic to withdraw a specimen of blood or urine and release the test results to the County. Refusal to sign a consent form or to provide a specimen will constitute insubordination and a presumption of impairment and may result in discharge.
4. Any employee who tests positive may request retesting of the original specimen at their own expense.
5. Employees who test positive for illegal substance abuse or misuse of legal drugs and/or alcohol may be offered rehabilitation through the County Employee Assistance Program. Any costs related to the rehabilitation shall be paid by the employee. Employees must take any available, accumulated, paid or unpaid leave during their absence. Failure to fully participate in or successfully complete such a rehabilitation program may result in disciplinary action.
6. Employees who return to work after the successful rehabilitation will be subject to random drug tests for a period of two years from the date of their return.
7. Employees subject to random drug tests who refuse to participate in the drug/alcohol testing and/or rehabilitation program or who continue to test positive for substance abuse will face additional disciplinary actions, up to and including removal.
8. Any employee involved in an accident may be subject to post accident alcohol and drug/alcohol testing.
9. Employees who are required to hold a commercial driver's license (CDL) will be required to participate in the County's drug and alcohol testing program as required by federal law which includes pre-employment testing, post-accident testing, random testing, reasonable suspicion testing, and return-to-work testing. Policies and procedures for these programs will be consistent with federal law and will be made available to employees required to hold CDL's and their supervisors. Employees holding a CDL, and applicants for positions requiring a CDL, are subject to the reporting guidelines of the FMCSA Clearinghouse. The FMSCA Drug and Alcohol Clearinghouse guidelines are addressed below.

D. Discipline.

The County may discipline an employee for any violation of this policy. Nothing herein shall be construed as a guarantee that the County will offer an opportunity for rehabilitation. Failure to successfully complete or participate in a prescribed rehabilitation program, if offered, shall result in the employee's discharge [including a

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refusal to test or a positive test result on a return to duty or follow-up test]. No employee shall be provided more than one opportunity at rehabilitation. The County's decision whether to discharge an employee shall be made on the basis of the circumstances surrounding the employee's positive drug or alcohol test and considerations such as any other misconduct resulting from the employee's substance abuse (e.g. injury, property damage, etc.), the employee's work record, and other factors traditionally considered when determining whether to retain an employee.

E. Refusal to Test.

Employees who refuse to submit to the required testing shall be subject to disciplinary action up to and including discharge. A refusal to test for purposes of this policy shall include:

1. Failure to provide a sufficient sample provided there does not exist a valid medical explanation as to why the employee was unable to do so;
2. Any conduct that attempts to obstruct the testing process such as unavailability, leaving the scene of an accident without proper authorization, delay in providing a sample, adulterating, substituting or attempting to adulterate or substitute a specimen during the testing process, regardless of whether such attempt results in a negative or positive diluted sample;
3. Failure to execute or release forms required as part of the testing process.

F. Prescription/OTC Medications.

Employees must inform the County if they are taking any medication that may impair their ability to perform their job functions. Employees on such medications must provide a written release from their treating licensed medical practitioner indicating that they are capable of performing their essential job functions, with or without reasonable accommodation. Employees are prohibited from performing any County function or duty while taking legal drugs that adversely affect their ability to safely perform any such function or duty.

Employee use of prescription or over-the counter drugs must be utilized for medical reasons, taken at the dosage and frequency of use prescribed on the label, and, in the case of prescription drugs, prescribed to employees for medical reasons by a licensed medical practitioner. An employee's use of the prescription or over-the-counter drugs shall not affect the employee's job performance, threaten the safety, productivity, public image or property of the County or its employees, or result in criminal behavior.

G. Drivers with CDLs and the FMSCA Drug and Alcohol Clearinghouse

The County is committed to complying with the Federal Motor Carrier Safety Administration's (FMCSA) Drug and Alcohol Clearinghouse. The County will report failed and refused drug and alcohol tests by CDL drivers.

Additionally, the County will conduct the required queries of the FMSCA Clearinghouse annually and during the pre-employment process in order to ensure driver eligibility to perform safety-sensitive functions, including driving a commercial vehicle. In order for the County to conduct the necessary queries, employees and applicants are required to complete the required written consent.

Consistent with the FMCSA Clearinghouse requirements, the County shall conduct a full query of the Clearinghouse of each pre-employment driver during the background investigation process.

The County will conduct limited queries, at least annually, for all employees required to possess and maintain a CDL.

The County will report all drug and alcohol program violations to the FMSCA Clearinghouse, including negative return-to-duty test results, as well as the date of the successful completion of a follow-up testing plan for any driver with unresolved drug and alcohol program violations.

The County will report the following to the FMSCA Clearinghouse:

- Alcohol confirmation test result with an alcohol concentration of 0.04 or greater;
- A negative return to duty test result;
- A refusal to submit to a drug or an alcohol test;
- A refusal to test determination made in accordance with 49 CFR 40.191;
- A report that the driver has successfully completed all follow-up tests;
- Verified positive, adulterated, or substituted drug test result;
- Pre-duty or on-duty alcohol use;
- Drug use as defined in the regulations;
- The County's report of completion of follow-up testing;
- Other results required by law.

The County will not report drug and alcohol testing results outside of DOT required tests.

In the event a driver refuses consent during the pre-employment screening process, the County shall not hire the driver. In the event a current employee refuses to give consent, the employee may be disciplined, up to and including termination. Further, a current employee refusing consent may be found to be incapable of performing

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their essential job duties as they will not be permitted to drive. A driver cannot drive until the query is conducted. If a query of a current employee returns notice that a drug or alcohol violation exists, a full query will be conducted upon the receipt of specific consent by the employee.

CDL drivers may petition to correct FMCSA Clearinghouse records.

X. TOBACCO USE POLICY

In order to promote a healthy and comfortable work environment County employees are prohibited from using tobacco throughout all County buildings and/or while performing duties related to County employment while traveling in County vehicles. This includes, but is not limited to: buildings; offices; restrooms; hallways; common work areas; garages; County vehicles; conference rooms; stairs; cafeterias/break rooms; storage areas; and all other undesignated County property or offsite locations. Designated smoking locations are provided outside all County buildings where smoking receptacles are provided. The receptacles must be far enough away from building entrances to prevent the smell of smoke from traveling into the building.

For the purpose of this policy tobacco is defined as all tobacco, tobacco derived and/or substances mimicking tobacco containing products, including but not limited to: cigarettes, electronic cigarettes, vapor cigarettes, any artificial/faux cigarette, cigars, cigarillos, pipes, oral tobacco, or any other manner of using or consuming tobacco, tobacco derived substances and/or substances mimicking tobacco. It also includes any product that delivers nicotine other than for purpose of cessation.

XI. LACTATION BREAKS

Employees who have recently given birth will be allowed a reasonable break time in order to nurse or express breast milk, for up to one year after the child's birth. The employee will be provided appropriate space, other than a bathroom, that is shielded from view and free from intrusion from employees and members of the public. Lactation breaks under this policy should, to the extent possible, run concurrently with any other break time available to the employee.

XII. JOB ASSIGNMENTS / TEMPORARY ASSIGNMENTS

Employees shall be expected to fully, dutifully, and conscientiously perform those tasks as assigned to them. Employees may be expected, from time to time, to complete job assignments which are typically not performed by them or contained in their job description. No employee can refuse a job assignment unless it would violate law or place the employee in an imminently harmful or life-threatening situation. If an employee objects to an assignment, they should complete the assignment first and then file a complaint under this manual.

XIII. PERFORMANCE EVALUATIONS

The County may complete annual performance evaluations. Evaluations may be conducted more frequently such as on quarterly or mid-year basis as determined necessary by the departmental director or Appointing Authority. Evaluations, if conducted, will be based upon defined and specific criteria and will generally be reviewed and signed by the employee's direct supervisor, and those superiors in the direct chain-of-command. The results will be discussed with the employee and the employee will be asked to sign the evaluation. An employee's signature will reflect their receipt of the evaluation, not their agreement with its contents. Should the employee refuse to sign, a notation will be made reflecting the date and time of the review along with the employee's refusal to sign. Employees may offer a written response to their performance evaluation. Such response, if given, will be maintained with the evaluation.

XIV. HOURS OF WORK AND OVERTIME

The County will establish the hours of work for all employees. Staff may be required to work days, evenings, nights and/or weekends due to operational needs. Additionally, the County may alter schedules, days off and shifts based upon operational needs. Unless prohibited due to operational needs, the County will meet in advance with employees and give at least two weeks advance notice for significant shift and schedule changes.

Due to federal regulations, employees who are not exempt from the overtime provisions of the Fair Labor Standards Act ("FLSA") are prohibited from signing in or beginning work before their scheduled starting time, or signing out/stopping work past their scheduled quitting time except with supervisory approval or in emergency situations. Additionally, non-exempt employees who receive an unpaid lunch period are prohibited from working during their lunch period except with supervisory approval or in emergency situations. Non-exempt employees should not remain at their desks or computers without notice and approval of their supervisor during their unpaid lunch period. Non-exempt employees who work outside their regularly scheduled hours in contravention of this rule shall be paid for all hours actually worked, but may be disciplined accordingly.

Failure to properly sign in or out as required, misrepresenting time worked, altering any time record, working overtime without approval, or allowing a time record to be altered by others will result in disciplinary action.

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Generally, employees not exempt from the overtime provisions of the FLSA shall be compensated for overtime for all hours actually worked in excess of forty in any one work week, regardless of the employee's regularly scheduled work day. Sick leave, vacation leave, personal days, compensatory time, other paid time off, and unpaid leaves shall not be considered hours worked for purposes of overtime compensation. Holiday hours shall be considered as hours worked towards the forty hours required for overtime calculations for non-exempt employees, only if the employee works on the holiday. Overtime shall be compensated at a rate of one and one-half times the employee's regular rate of pay for actual overtime worked.

The County may mandate overtime as a condition of continued employment. Supervisors shall attempt to distribute overtime as equally as practicable among qualified employees within those classifications in which overtime is required. An employee who refuses to work a mandatory overtime assignment may be considered insubordinate and disciplined accordingly. Additionally, the County may authorize or require employees to work a flexible schedule in a work week. For overtime eligible employees, a flexible schedule must occur within a single forty-hour work week.

A partial overtime exemption, or differing work schedule, may apply to certain employees, such as safety forces.

A. Overtime Exempt Employees

Employees who are exempt from the overtime provisions of the FLSA are not eligible for overtime payment. The appropriate appointing authority shall determine if an employee is exempt from overtime requirements for purposes of the FLSA. Such exemptions may include employees whose job duties are executive, administrative or professional in nature. At the discretion of the appointing authority, exempt employees may be required to keep track of, and report, their hours without destroying their exempt status.

B. Compensatory Time – Non-Exempt Employees Only

Non-exempt employees: At the discretion of the Appointing Authority, certain non-exempt employees may be permitted to take compensatory time-off in lieu of overtime payment. Compensatory time, like overtime, shall accrue at a rate of at one and one-half times the hours actually worked and, for non-safety forces, applies only to hours actually worked in excess of forty (40) in any one work week. Compensatory time must be used within one hundred eighty (180) days of its accrual. Compensatory time will be used on a first-in, first-out basis. Compensatory time not used within the requisite time period will be paid out.

Non-safety force employees may not exceed the maximum accrual cap of two hundred forty (240) hours. Safety forces employees may not exceed the maximum accrual cap of four hundred eighty (480) hours.

The appointing authority may, at its sole discretion, require an employee to use his compensatory time prior to the employee reaching the one hundred eighty (180) day accrual limit. Additionally, the Appointing Authority may choose to pay out an employee's compensatory time. If an employee's compensatory time is paid out, the employee shall receive payment at the employee's regular rate of pay at the time of payment.

C. Earned Time-Off – Overtime Exempt Employees

Employees who are exempt from the overtime provisions of the FLSA shall not receive compensatory time. However, if approved by the appointing authority, a bona fide administrative or professional employee may receive earned time off. Earned time off shall not be approved for a bona fide executive employee or a highly-compensated employee as defined by applicable federal regulations, regardless of whether the highly-compensated employee performs the duties or responsibilities of an executive, administrative or professional employee. Earned time off may not be given on a time and one half basis, but may be given as an hour for hour trade for hours worked on a particular project. Earned time off shall not be paid out and shall either be used or lost.

D. Improper Deductions

The County intends to comply with all FLSA provisions. Improper deductions that are not in accordance with the FLSA are prohibited. Additionally, improperly classifying individuals as "exempt" from overtime is prohibited. Any deduction that is subsequently determined to be improper, or any exemption status later found to be improper, shall be reimbursed. Any employee who believes that he has had an improper deduction from his salary, or who believes he has been improperly classified under the FLSA, shall submit a complaint in writing to their appointing authority or designee who will investigate and see that a written response is provided in a timely manner to ensure a good faith effort to comply with the FLSA.

XV. REPORTING TO WORK AND TARDINESS

Employees are expected to report for and remain at work as scheduled and to be at their work stations at their starting time. Employees who call off work for personal reasons should call off in advance of their starting time in accordance with procedures established by their Appointing Authority or Department Director. Employees who call off must make contact with their supervisor or designee each day of their absence unless they have made alternate arrangements. Calling off work in accordance with this procedure will not

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necessarily result in an employee receiving approved leave for their absence. The County will consider the underlying reason for the absence in order to determine whether to grant approved leave.

An employee, who reports to work late, extends their lunch or break without authorization, or who leaves before the end of their scheduled shift without prior approval, may be disciplined and docked pay. Pay will be docked in the lowest increments permitted by the County's timekeeping system, or in 15 minute increments.

XVI. LAYOFF

If it becomes necessary to reduce staffing levels, the County shall lay off employees in accordance with law. The County shall determine the number of positions and the classifications in which layoffs will occur. Layoffs and job abolishment may occur for lack of work, lack of funds, or reorganization.

XVII. PROBATIONARY PERIOD

Newly hired or newly promoted employees shall be required to successfully complete a one year probationary period. The probationary period allows the County to closely observe and evaluate the employee's fitness and suitability for the position. Only those employees who demonstrate an acceptable standard of conduct and performance shall be retained in their positions.

If, at any time during the probationary period, a newly hired employee's service is determined to be such that it does not merit further employment, the employee may be terminated without appeal rights. Time spent on inactive pay status or non-paid leave of absence shall not be counted toward the completion of the probationary period.

Employees working irregular schedules and intermittent employees shall have their one year probationary period based upon the completion of one thousand forty (1040) hours in active pay status.

Employees in probationary status shall generally not be eligible for pay increases until successful completion of the probationary period. Pay increases are subjected to the approval of the Appointing Authority or designee and are not guaranteed.

The failure of a promoted employee to complete a probationary period due to unsatisfactory performance shall result in the employee being returned to the same or similar position the employee held at the time of their promotion.

XVIII. ETHICS/CONFLICTS OF INTEREST

The proper operation of a democratic government requires that actions of public officials and employees be impartial, that government decisions and policies be made through the proper channels of governmental structure, that public office not be used for personal gain, and that the public have confidence in the integrity of its government. Ohio Revised Code §§ 102.03 and 2921.42 prohibit public employees from using their influence to benefit themselves or their family members. In recognition of the above-listed requirements, the following Code of Ethics is established for all County officials and employees:

A. No employee shall use their official position for personal gain, or shall engage in any business or shall have a financial or other interest, direct or indirect, which is in conflict with the proper discharge of their official duties.

B. No employee shall, without proper legal authorization, disclose confidential information concerning the property, government or affairs of the County, nor shall the employee use such information to advance the financial or other private interest of themselves or others.

C. No employee shall accept any valuable gift, whether in the form of service, loan, item or promise from any person, firm or corporation that is interested directly or indirectly in any manner whatsoever in business dealings with the County; nor shall an employee accept any gift, favor or item of value that may tend to influence the employee in the discharge of their duties or grant, in the discharge of the employee's duties any improper favor, service or item of value.

D. No employee shall represent private interests in any action or proceeding against the interest of the County in any matter wherein the County is a party.

E. No employee shall engage in or accept private employment or render services for private interests when such employment or service is incompatible with the proper discharge of their official duties or would tend to impair their independent judgment or action in the performance of their official duties. Neither shall other employment, private or public, interfere in any way with the employee's regular, punctual attendance and faithful performance of their assigned job duties.

Any employee having doubt as to the applicability of these provisions should consult their supervisor or legal counsel. Any employee offered a gift or favor who is not sure whether acceptance is a violation of the Code of Ethics, should inform their supervisor of the gift offer. The supervisor will make a decision or will refer the

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individual to the Prosecutor's Office. No employee will accept from any contractor or supplier doing business with the County, any material or service for the employee's private use.

State law prohibits County employees and officials from having a financial interest in companies that do business with public agencies, with minor exceptions. Employees who have any doubt concerning a possible violation of these statutes are advised to consult an attorney. Additional information may be found at:

www.ethics.ohio.gov.

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

XIX. NEPOTISM

A. Hiring

The County will receive employment applications from relatives of current employees. However, the following four (4) situations shall prevent the County from hiring a relative of a current employee:

1. If one relative would have supervisory or disciplinary authority over another.
2. If one relative would audit the work of another.
3. If a conflict of interest exists between the relative and the employee or the relative and the County.
4. If the hiring of relatives could result in a conflict of interest.

B. Employment

An employee is not permitted to work in a position where their supervisor or anyone within their chain of command is a relative. If such a situation is created through promotion, transfer or marriage, one of the affected employees must be transferred or an accommodation acceptable to the County must be established. Termination of employment will be a last resort. If two employees marry, they will be subject to the same rules listed above as other relatives.

The provisions of O.R.C. §§ 102.03 and 2921.42 render it unlawful for a public official to use their influence to obtain a benefit, including a job for the employee's relative. Any violation of these statutes may result in criminal prosecution and/or disciplinary action. For purposes of the Article, the term "relative" shall include: spouse, children, grandchildren, parents, grandparents, siblings, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father-in-law, mother-in-law, step-parents, step-children, step-siblings, and a legal guardian or other person who stands in the place of a parent to the employee.

XX. OUTSIDE EMPLOYMENT

Employees are required to notify their Appointing Authority or Agency Head of any outside employment. No employee shall have outside employment which conflicts in any manner with the employee's ability to properly and efficiently perform their duties and responsibilities with the County. Employees are expected to be at work and fit for duty when scheduled.

Employees are prohibited from engaging in secondary employment during the hours for which they are normally scheduled to work for the county while on approved sick leave, disability leave, administrative leave or family medical leave. Employees may not engage in secondary employment during any period while on sick leave, disability leave, and FMLA if the employment can be reasonably construed to delay or preclude full recovery and return to work. Employees are strictly prohibited from engaging in or conducting outside private business during scheduled working hours and are further prohibited from engaging in conduct which creates a potential or actual conflict of interest with their duties and responsibilities as a County employee.

<https://humanresources.co.delaware.oh.us/policies/>

XI. POLITICAL ACTIVITY

A. Although the County encourages all employees to exercise their constitutional rights to vote, certain political activities are legally prohibited for classified employees of the County whether in active pay status or on leave of absence. The following activities are examples of conduct permitted by classified employees:

1. Registration and voting.
2. Expressing opinions, either orally or in writing.
3. Voluntary financial contributions to political candidates or organizations.
4. Circulating non-partisan petitions or petitions stating views on legislation.
5. Attendance at political rallies.
6. Signing nominating petitions in support of individuals.

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7. Displaying political materials in the employee's home or on the employee's property.
8. Wearing political badges or buttons, or the display of political stickers on private vehicles.
9. Serving as a precinct official under O.R.C. § 3501.22.

B. The following activities are examples of conduct prohibited by classified employees.

1. Candidacy for public office in a partisan election.
2. Candidacy for public office in a non-partisan general election if the nomination to candidacy was obtained in a primary partisan election or through the circulation of a nominating petition identified with a political party.
3. Filing of petitions meeting statutory requirements for partisan candidacy to elective office.
4. Circulating official nominating petitions for any partisan candidate.
5. Holding an elected or appointed office in any partisan political organization.
6. Accepting appointment to any office normally filled by partisan election.
7. Campaigning by writing in publications, by distributing political material, or by writing or making speeches on behalf of a candidate for partisan elective office, when such activities are directed toward party success.
8. Solicitation, either directly or indirectly, of any assessment, contribution or subscription, either monetary or in-kind, for any political party or political candidate.
9. Solicitation for the sale, or actual sale, of political party tickets.
10. Partisan activities at the election polls, such as solicitation of votes for other than nonpartisan candidates and nonpartisan issues.
11. Service as a witness or challenger for any party or partisan committee.
12. Participation in political caucuses of a partisan nature.
13. Participation in a political action committee that supports partisan activity.

C. Unclassified employees whose jobs are funded in whole or in part by the federal government may also be subject to prohibitions against partisan political activity. Any employee having a question pertaining to whether specific conduct of a political nature is permissible should contact their immediate supervisor prior to engaging in such conduct.

XXII. INVESTIGATIONS, CORRECTIVE ACTION AND DISCIPLINE

The County has the right to investigate all alleged disciplinary violations. Employees are required to cooperate fully during investigations. Employees who are the subject of a formal investigation have the right to be accompanied, represented, and advised by an attorney. For all employees, the failure to respond, to respond truthfully, or to otherwise cooperate in an investigation, shall be considered insubordination and may result in termination. Employees involved in an investigation shall not discuss the facts of the investigation during the pendency of the investigation. Investigations shall be conducted upon receipt of an allegation of potential misconduct. Investigations shall be conducted promptly and in a reasonable and efficient manner to determine whether the alleged misconduct occurred.

Classified employees may be placed on a paid "administrative" leave of absence pending an investigation. A classified employee who has been charged with a violation of law that is punishable as a felony may be placed on unpaid "administrative" leave, for a period not to exceed two months, pending an investigation. However, a classified employee who is placed on unpaid leave and is later exonerated of a felony must be reimbursed for lost pay, plus interest, and lost benefits. Unclassified employees may be placed on paid or unpaid leave pending an investigation.

Employees who have completed their probationary period and who are in the classified civil service may only be disciplined for just cause. Disciplinary action will be commensurate with the offense. Discipline for minor infractions will normally be imposed in a progressive manner with consideration given to the nature of the offense, prior disciplinary action, length of service, the employee's position, the employee's record of performance and conduct along with all other relevant considerations. Nothing in the policy shall be construed to limit the County's discretion to impose a higher level of discipline under appropriate circumstances.

The following forms of misconduct constitute grounds for disciplinary action: incompetency, inefficiency, unsatisfactory performance, dishonesty, drunkenness, immoral conduct, insubordination, discourteous

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treatment of the public, neglect of duty, policy or work rule violations, conviction of a crime, failure of good behavior including a violation of ethics of public employment, failure to maintain licensing requirements, and any other acts of misfeasance, malfeasance, nonfeasance or any other reason set forth in O.R.C. § 124.34.

The property and image of the County is to be respected at all times; as such, an employee's off duty conduct that has a nexus to the workplace or could reasonably negatively impact the County may form the basis for discipline. Any comments or questions concerning the standard of conduct expected should be directed toward the employee's immediate supervisor.

Employees have an obligation to immediately inform the County of any on-duty or off-duty arrests or convictions. An arrest or conviction may, or may not, result in discipline depending on the nature of the incident, the job performed, and other relevant considerations. Employees will not be granted vacation leave in order to serve jail time.

The filing or prosecution of criminal charges or other civil administrative investigations against an employee for alleged misconduct or criminal activity shall not be determinative as to appropriate disciplinary action, if any, under this policy. The County may investigate the employee's alleged misconduct or activities and determine the appropriate discipline, if any, without regard to pending administrative or criminal charges. The disposition of such administrative or charge is independent of a disciplinary investigation. Although the County may utilize information obtained during other investigations, the County's decision to take appropriate disciplinary action may or may not correspond with the filing, or non-filing, of criminal charges or civil actions. A felony conviction while employed with the County is just cause for termination.

Staff is responsible for reporting any incident or conduct they believe is inappropriate and/or in violation of County Policies and Procedures whether the conduct occurs on-duty or off-duty. This duty includes incidents actually observed, reported by residents, reported by staff, or suspected due to other facts

When the County believes that discipline of a classified employee in the form of a paid or unpaid suspension, reduction or elimination of longevity pay, demotion or termination is possible, a pre-disciplinary conference shall be scheduled. Prior to the pre-disciplinary meeting, the employee will be provided with written notice of the charges against them. At the pre-disciplinary conference, the employee may respond to the charges, verbally or in writing, or have their chosen representative respond. The employee may also waive the Pre-Disciplinary conference. Failure to attend the pre-disciplinary conference shall be deemed a waiver of the conference.

Unclassified employees and probationary employees are not eligible for a Pre-Disciplinary Conference.

Disciplinary files may not be destroyed and are subject to the Ohio Public Records Act. Disciplinary action shall remain in the employee's personnel file for twenty four (24) months after which time the documentation may be placed in a separate disciplinary file upon the employee's request. After the twenty four month waiting period, an employee may file a request with their department director in writing asking that the disciplinary action be removed from their personnel file and be placed in a separate disciplinary file. Such action may be removed if no additional disciplinary action exists. Such discipline may be considered in any future action.

XXIII. COMPLAINT PROCEDURE

Employees may have questions or concerns caused by misunderstandings in the application of policies, procedures and work rules. The County believes these questions and concerns must be heard promptly, and action taken to resolve or clarify a particular situation. Complaints regarding unlawful discrimination or harassment should be brought according to the unlawful discrimination and harassment policy contained in this manual and the Discrimination Prohibited Standard Operating Procedure.

All employees shall have the right to file a complaint without fear of retaliation. No employee shall be disciplined, harassed or treated unfairly in any manner as a result of filing a complaint. A complaint is defined as a disagreement between an employee and County as to the interpretation or application of official policies, departmental rules and regulations, or other disagreements perceived to be unfair or inequitable relating to treatment or other conditions of employment. The following is the procedure to be followed when an employee has a complaint as defined above:

A. Step 1: Immediate Supervisor

An employee having a complaint shall file it in writing with their Immediate Supervisor, as outlined in the procedure for their work unit. The employee's Immediate Supervisor will review the complaint and attempt to resolve the complaint within a reasonable time and will provide the employee with a written response. Step 1 may be bypassed by either the employee or Immediate Supervisor if the Immediate Supervisor lacks the authority to make a change and/or the Immediate Supervisor is the subject of the complaint.

B. Step 2: Department Head

Where the employee is not satisfied with Step 1 response of the Immediate Supervisor, the employee may submit the original complaint to the Department Head within seven (7) calendar days of the supervisor's written response. The Department Head will review all material provided and provide the employee with a

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written response in a timely manner.

C. Step 3: Employer (Appointing Authority or Designee)

Where the employee is not satisfied with the Step 2 response, the employee may submit the original complaint to the Appointing Authority or Designee within seven (7) calendar days. The Appointing Authority or Designee will review all material provided and will provide the employee with a written response in a timely manner. The Step 3 response shall be final.

XXIV. SOLICITATION

Individuals not employed by the County are prohibited from soliciting funds or signatures, conducting membership drives, distributing literature or gifts, offering to sell merchandise or services (except by representatives of suppliers or vendors given prior authority), or engaging in any other solicitation, distribution, or similar activity on the premises or at a worksite.

The County may authorize a limited number of fund drives by employees on behalf of charitable organizations or for employee gifts. Employees are encouraged to volunteer to assist these drives; however, participation is entirely voluntary.

The following restrictions apply when employees engage in permitted solicitation or distribution of literature for any group or organization, including charitable organizations:

- A. Distribution of literature, solicitation and the sale of merchandise or services are prohibited in public areas.
- B. Soliciting and distributing literature during the working time of either the employee making the solicitation or distribution, or the targeted employee, is prohibited. The term "working time" does not include an employee's authorized lunch or rest periods or other times when the employee is not required to be working.
- C. Distributing literature in a way that causes litter on County property is prohibited.

The County maintains various communications systems to communicate County-related information to employees and to disseminate or post notices required by law. The unauthorized use of the communications systems or the distribution or posting of notices, photographs, or other materials on any County property is prohibited.

Violations of this policy will be addressed on a case-by-case basis. Disciplinary measures will be determined by the severity of the violation, not the content of the solicitation or literature involved.

XXV. COUNTY PROPERTY

A. General

Employees are prohibited from using County materials, tools, facilities, equipment and labor for personal or private use regardless of whether the use is during working or non-working time. Employees may not perform private work for themselves, co-workers, friends or family members during working time or while using County materials, tools, facilities, or equipment. All County tools and equipment must be used and operated within the laws of the State of Ohio and/or rules and regulations of the County. Employees who separate from service with the County are responsible for return of reusable County property in their possession.

Employees have no reasonable expectation of privacy in the use of County property and facilities. In order to safeguard employees and the workplace, and in order to maximize efficiency, safety and productivity, the County reserves the right, in its sole discretion and without notice to employees, to inspect, monitor or otherwise search County property and facilities or any other enclosed or open area within County property or facilities and to monitor or inspect any items found within such facilities. Employees are required to cooperate in any work place inspection. The County also reserves the right to inspect any packages, mail, parcels, handbags, briefcases, or any other possessions or articles carried to and from County facilities and job sites where permitted by law.

Employees required to answer the telephone or other communication, as part of their assigned duties shall do so in a polite and courteous manner. No employee shall use foul or abusive language over the telephone, or other communication, or in any dealings with the public. The County reserves the right to monitor any phone or other communications at any time. Personal phone calls or other person communication must be kept to an "on emergency basis" only. Toll calls and/or long distance calls for personal reasons shall not be charged to the County.

The County may issue cellular phones or other electronic devices to its employees. Cellular phones and other electronic devices are not only capable of making and receiving phone calls, they may also be capable of email, text messaging, internet browsing, running third party applications, GPS, and entertainment. Regardless of the capability of a particular cellular phone or electronic device, all County-issued electronic

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devices are considered County property and are for business use only. Features other than phone use must not be used or activated without direct authorization from a supervisor. Use of electronic devices such as cellular phones, smart phones iPads, laptop computers, etc. while operating a motor vehicle (County-owned or personal) is prohibited including GPS and hands-free, unless authorized by a supervisor.

B. Vehicles

Employees operating a County motor vehicle are required to have a proper and valid motor vehicle operator's license. An employee who operates a motor vehicle for work and who has their license suspended, but who has acceptable court-ordered driving privileges, may nevertheless have their driving privileges temporarily suspended by the County. When the County suspends driving privileges, the employee will be temporarily reassigned. The County need not reassign an employee who drives for work and has their license suspended by a court with no work-related driving privileges.

Any County employee who operates a County-owned motor vehicle, or a privately owned motor vehicle in the discharge of official County business, shall at all times during the course of operation, fully utilize the front seat occupant restraint systems provided in the vehicles and require like use of said systems by any passengers in the vehicle. Employees who operate County vehicles must have appropriate insurance coverage as established by the County's Self Insurance Policy.

Use of a County-owned vehicle must be pre-approved by the employee's supervisor. Employees shall not use, or permit the use of, County automobiles for any purpose other than official County business. Passengers not on official County Business (i.e. children, spouses, friends, etc.) are not permitted in County-owned vehicles. Employees, as representatives of the County, are expected to be courteous to the public and to obey all traffic laws. County employees should drive and conduct themselves as to enhance the reputation of the County and Department.

Employees who drive County vehicles or who drive their personal vehicles for County business are subject to periodic (at least annual) record checks at the Bureau of Motor Vehicles. Employees who utilize County vehicles or drive their personal vehicle on County related business are responsible for reporting to their supervisor any moving traffic violations obtained while on, or off, duty as an employee's personal driving record may impact their ability to be covered on the County's liability policy. Employees who drive on behalf of the County are subject to reassignment and/or discipline in the event of a license revocation, suspension or traffic offense conviction.

Concerns regarding repairs or vehicle maintenance must be reported to the employee's immediate supervisor.

The County may, at its discretion, monitor the use of County vehicles through the use of a GPS system. Such monitoring by the County shall be limited to an employee's use during working hours; for take-home vehicles, to confirm that a vehicle is not being used improperly during non-working hours; or, for other reasons to confirm that the vehicle is being used for a purpose consistent with this policy.

Travel Policy: <https://humanresources.co.delaware.oh.us/wp-content/uploads/sites/15/2018/07/Travel-Policy.pdf>

Motor Vehicle Use Policy: https://humanresources.co.delaware.oh.us/wp-content/uploads/sites/15/2020/03/Delaware-County-Driver-Eligibility-Policy.Final_.2.2020.pdf

Self-Insurance Policy: <https://humanresources.co.delaware.oh.us/wp-content/uploads/sites/15/2018/03/selfins.pdf>

XXVI. COMPUTER USE POLICY

A. General

County computers and information systems are County property. They may be used only for explicitly authorized purposes. The County reserves the right to examine all data stored in or transmitted by their computers and systems. Without notice, the County and authorized County supervisors may enter, search, monitor, track, copy, and retrieve any type of electronic file of any employee or contractor. These actions may be taken for business-purpose inquiries including but not limited to theft investigation, unauthorized disclosure of confidential business or proprietary information, excessive personal use of the system, or monitoring work flow and employee productivity.

Employees have no right to privacy with regard to the Internet and email on County systems (public or private). Authorized designees (as referenced above) may access any files stored on, accessed via, or deleted from computers and information systems. When necessary, Internet, email, and Instant Messenger (IM) usage patterns may be examined for work-related purposes, including situations where there is a need to investigate possible misconduct and to assure that these resources are devoted to maintaining the highest levels of productivity. All software installed on any County computer must be licensed to the County. No County employee may install, uninstall, or reconfigure any software or hardware owned by the county without prior authorization from the County. The use of privately-owned or contractor-owned computers for official county business must be authorized in advance by the County.

Employees are required to maintain passwords for their computers. Employees are responsible for safely

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securing their passwords. Absent supervisor approval, employees shall not share passwords. Employees may be required to periodically change passwords. Employees shall follow all IT Guidelines regarding passwords.

B. Allowable Uses of Computer and Information Systems for Business Purposes

1. Facilitating job function performance.
2. Facilitating and communicating business information within the County network.
3. Coordinating meeting locations and resources for the County.
4. Communicating with outside organizations as required in the performance of employee job functions.

C. Prohibited Uses of Computers and Information Systems, Including But Not Limited to E-mail, Instant Messaging, and the Internet

1. Violating local, state, and/or federal law.
2. Harassing or disparaging others based on age, race, color, national origin, sex, sexual orientation, disability, religion, military status or political beliefs. Harassment and disparagement include but are not limited to slurs, obscene messages, or sexually explicit images, cartoons, or messages.
3. Threatening others.
4. Soliciting or recruiting others for commercial ventures, religious or political causes, outside organizations, or other matters which are not job related.
5. Using computers or information systems in association with the operation of any for-profit business activities or for personal gain.
6. Sabotage, e.g. intentionally disrupting network traffic or crashing the network and connecting systems or intentionally introducing a computer virus.
7. Vandalizing the data of another user.
8. Forging electronic mail and instant messenger messages.
9. Sending chain letters.
10. Sending rude or obscene messages (anything that would embarrass or discredit the County).
11. Disseminating, without authorization, confidential or proprietary County documents or information or data restricted by government laws or regulations.
12. Browsing or inquiring upon confidential records maintained by the County without substantial business purpose.
13. Disseminating (including printing) copyrighted materials, articles, or software in violation of copyright laws.
14. Accessing the Internet in any manner that may be disruptive, offensive to others, or harmful to morale.
15. Transmitting materials (visual, textual, or auditory) containing ethnic slurs, racial epithets, or anything that may be construed as harassment or disparagement of others based on age, race, color, national origin, gender, sexual orientation, disability, religious or political beliefs.
16. Sending or soliciting sexually-oriented messages or images.
17. Using the Internet or instant messenger for political activity.
18. Using the Internet to sell goods or services not job-related or specifically authorized in writing by an approving authority.
19. Downloading and viewing non-work-related streaming audio or video (i.e. listening to radio stations, etc.) that is a distraction to the employee's work and to those around them.
20. Intentionally using Internet facilities to disable, impair, or overload performance of any computer system or network or to circumvent any system intended to protect the privacy or security of another user.

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21. Speaking to the media or to the public within any news group or chat room on behalf of the County if not expressly authorized to represent the County.
22. Uploading or downloading games, viruses, copyrighted material, inappropriate graphics or picture files, illegal software, and unauthorized access attempts into any system.

NOTE: Whether on working time or not, these prohibitions apply at all times to county-owned computers and information systems. Personnel cannot expect that the information they convey, create, file, or store in County computers and information systems will be confidential or private regardless of the employee's intent.

Please remember that there is no expectation of privacy for anything sent by email or IM, and that others can view this information at any time.

D. Guidelines for Incidental/Occasional Personal Internet Usage

Generally, the Internet is to be used for work-related purposes. The County will permit personal use of the Internet with reasonable restrictions as to the amount of time devoted to personal usage and sites visited provided such use does not adversely affect business or productivity. Incidental/occasional use is comparable to time authorized for meals and reasonable breaks during the workday and those times only should be used to attend to personal matters. Personnel are not permitted to utilize the Internet for personal use equal to meal and break times and also take their scheduled meal and breaks. Agency Internet resources must be devoted to maintaining the highest degree of productivity. Personal Internet usage is a privilege, not a right. As such, the privilege may be revoked at any time and for any reason or for no reason. Aside from scheduled breaks and unpaid lunch periods, employees are prohibited from engaging in personal use of the internet while on County time.

E. Securing Computer Equipment and Electronic Data

County employees who are responsible for or are assigned portable computer equipment and electronic media (i.e., laptops, flash memory devices, external hard drives, DVDs, CDs, etc.) shall secure those items when not in the office as these items may contain confidential and/or HIPAA information, which could be compromised if lost or stolen. If an employee loses a piece of equipment or it is stolen, they are required to immediately notify their supervisor. Failure to properly secure portable computer equipment and electronic data is subject to disciplinary action.

Employees accidentally sharing County information, or accessing an improper website, or opening an email with a virus are to immediately notify their supervisors. Employees who receive ransomware, or other malware/virus, are to immediately notify a supervisor. Employees shall not open emails, or click links, about which they have a concern.

XXVII. SOCIAL MEDIA POLICY

A. Social Media Limitations

The County supports the free exchange of information and camaraderie among employees on the internet. However, when internet blogging, chat room discussions, email, text messages or other forms of electronic communication extend to employees revealing confidential information about the County or its employees, or engaging in posting inappropriate material about the County or its employees, the employee who posts such information or assists in posting such material may be subject to disciplinary action. Employees shall not post on personal social media accounts, either on a County electronic device, or personal electronic device, during working hours unless permitted by a Supervisor.

Employees are reminded to be careful of the information they disclose on the internet, including social media sites. The following uses of social media are strictly prohibited, whether on or off duty:

1. Comments or displays about coworkers, supervisors or the County that are vulgar, obscene, threatening, intimidating, harassing, or a violation of the County's workplace policies against discrimination, harassment or hostility on account of age, race, religion, sex, ethnicity, nationality, disability, military status or other protected class, status, or characteristic.
2. Statements or uses of the County's logo which are slanderous or detrimental, including evidence of the misuse of the County's authority, information, insignia or equipment.
3. Unprofessional communication which, if left unaddressed, could potentially result in a civil or criminal cause of action against the County. Unprofessional communication also includes that which the County could demonstrate has a substantial risk of negatively affecting the County's reputation, mission or operations, such as slander, defamation or other legal cause of action.
4. Disclosure of confidential and/or proprietary information acquired in the course of employment. Confidential information includes not only information that would not be available pursuant

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to a public records request, but also includes any information which does not relate to an issue of public concern.

5. Comments or displays which impact employees' abilities to perform their job duties or the County's ability to maintain an efficient workplace.

Social media sites may be inspected by the County for cause to determine potential policy violations. If an employee believes that an online communication violates a County policy, the employee should immediately report the communication to their supervisor. The County may investigate the matter, determine whether such communication violates policy, and take appropriate action. Employees shall be held strictly responsible for any social media accounts they personally own or operate, regardless of whether the content in violation of this policy was posted or uploaded by the employee or another person. This policy does not apply to communications protected by the U.S. or Ohio Constitutions.

In the event a County agency operates and maintains a social media site, the elected official, or department director / supervisor, shall designate the employee(s) who are permitted to post, maintain and monitor the postings on behalf of the agency. Absent prior approval, employees shall not add, or remove, any information, or posting, from the agency's social media site.

XXVIII. CONCEALED CARRY

Consistent with the Ohio Revised Code, no employee, contractor, client or other individual may carry, possess, convey or attempt to convey a deadly weapon or ordnance onto the property of the County. A valid concealed carry license does not authorize an individual to carry such a weapon onto these premises. Law enforcement officers specifically authorized to carry a firearm are exempted from this provision and may be permitted to carry a concealed weapon.

County employees are prohibited from carrying firearms any time they are working for the County or acting within the course and scope of employment. These situations include, but are not limited to attending training sessions or seminars, wearing a County identification badge, uniform, or other County issued paraphernalia that an employee elects or is required to wear relative to their employment and working in resident's homes or other sites off County premises. Except for law enforcement officers, no employee or member of the public may carry, transport, or store a concealed weapon, firearm, or ammunition in a County owned vehicle.

This policy does not prohibit employees, possessing a valid license to carry a concealed handgun, from transporting and/or storing a firearm or ammunition in their personal vehicle at work locations where their personal vehicle is otherwise permitted to be (e.g. County Parking Lot). However, the employee must leave the firearm and ammunition in their personal vehicle. Employees are neither permitted to remove their firearm or ammunition from their personal vehicles while at work locations nor are they permitted to bring a concealed firearm or ammunition into a County owned building. The employee's firearm and ammunition must be stored in their personal vehicle in accordance with the storage provisions of the Concealed Carry statute. The firearm and ammunition must be in a locked vehicle either in the glove compartment, a lock box or the trunk.

Employees shall immediately contact a supervisor if they suspect an employee or member of the public is carrying a concealed weapon, firearm, or ammunition on County premises. Employees are required to immediately contact a supervisor if they suspect an employee to be carrying a concealed weapon or firearm in violation of this policy at any time while they are working for the County, acting within the course and scope of employment, or acting as a representative of the County.

XXIX. WORKPLACE VIOLENCE

A. Zero Tolerance

The County is committed to providing a work environment that is safe, secure and free of harassment, threats, intimidation and violence. In furtherance of this commitment, the County enforces a zero tolerance policy for workplace violence. Consistent with this policy, threats or acts of physical violence, including intimidation, harassment, and/or coercion which involve or affect employees, or which occur on County property or at a worksite, will not be tolerated. Employees who are found to have committed acts of workplace violence will receive discipline and possible criminal prosecution, depending on the nature of the offense. An employee shall immediately report any acts of workplace violence.

B. Prohibited Acts of Violence

Prohibited acts of workplace violence include, but are not limited to, the following, which may occur on-duty or off-duty: (1) hitting or shoving; (2) threatening harm to an employee or the employee's family, friends, associates, or property; (3) intentional destruction of property; (4) harassing or threatening telephone calls, letters or other forms of written or electronic communications, including email and website or social media postings; (5) intimidating or attempting to coerce an employee to do wrongful acts, as defined by applicable law, administrative rule, policy, or work rule; (6) willful, malicious and repeated following of another person, also known as "stalking" and/or making threats with the intent to place another person in reasonable fear for their safety (7) suggesting or otherwise intimating that an act to injure persons or property is "appropriate", without regard to the location where the suggestion or intimation occurs; and (8) unauthorized possession or inappropriate use of firearms, weapons, or any other dangerous devices on County

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property.

C. Warning Signs and Risk Factors

The following are examples of warning signs, symptoms and risk factors that may indicate an employee's potential for violence. In all situations, if violence appears imminent, employees should take the precautions necessary to assure their own safety and the safety of others. An employee should immediately notify management if they witness any violent behavior, including, but not limited to, the following: (1) hinting or bragging about a knowledge of firearms; (2) making intimidating, threatening, or menacing statements; (3) keeping records of other employees the individual believes to have violated departmental policy; (4) physical signs of anger, such as hard breathing, reddening of complexion, menacing stares, loudness, and profane speech; (5) acting out violently either verbally or physically; (6) excessive bitterness by a disgruntled employee or an ex-employee; (7) being a "loner," avoiding all social contact with co-workers; (8) having a romantic obsession with a co-worker who does not share that interest; (9) history of interpersonal conflict; (10) domestic problems, unstable/dysfunctional family; and (11) brooding, depressed, strange behavior.

XXX. CONTACT WITH NEWS MEDIA/CITIZENS

Any employee contacted by the news media or a citizen on a matter related to County operations should direct the caller to contact the Department Director, Appointing Authority or designee. This policy is designed to avoid duplication, assure accuracy, and protect employees and the County from the dissemination of misstatements and misinformation.

This policy does not prohibit employees from making a public statement, in their off duty hours, on matters of public concern. However, this policy does prohibit employees from making unauthorized public statements during their working hours and from making public statements about matters of private concern that negatively impact the County.

XXXI. SICK LEAVE

All employees shall be entitled to sick leave in accordance with §§ 124.38 and 124.39 of the Ohio Revised Code as follows:

A. Accumulation

Each employee shall be entitled for each completed eighty (80) hours of service to sick leave of four (four) and six-tenths (6/10) hours of pay, and unused sick leave may be accumulated without limit. Previous accumulated sick leave of an employee who has separated from public service shall be re-credited if reemployment in public service takes place within ten (10) years of the last termination from public service and the employee provides proof of the prior leave balance. An employee is expected to provide proof of a prior sick leave balance within ninety (90) days of commencing employment with the County. An employee who transfers from one public agency to another shall be credited with up to the maximum of sick leave accumulation permitted in the public agency to which the employee transfers.

B. Use

Sick leave may be used by employees and upon approval of the County for absences due to the following:

1. Illness, injury, or pregnancy-related medical condition of the employee.
2. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.
3. Examination of the employee, including medical, psychological, dental, or optical examination, by an appropriate licensed medical practitioner.
4. Death of a member of the employee's immediate family. Such usage shall be limited to reasonably necessary time, not to exceed five (5) days. The County may grant additional time off on a case by case basis.
5. Illness, injury, or pregnancy-related medical condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member.
6. Medical, dental or optical examinations or treatments of an employee or of a member of an employee's immediate family where the employee's care and attendance is reasonably required.

Elective cosmetic surgeries or other procedures that are not medically necessary do not constitute an appropriate usage of sick leave. Other appropriate leaves of absence, such as vacation, may be requested for such purposes.

For purposes of sick leave, immediate family is defined as: grandparent; great-grandparents; brother; sister; brother-in-law; sister-in-law; daughter-in-law; son-in-law; father; mother; father-in-law; mother-in-law; spouse; child; step-child; step-parent; grandchild; legal guardian; or other person who stands in place of a parent.

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Grandparent-in-law, aunts and uncles shall also be considered immediate family for bereavement leave purposes. Such usage shall be limited to reasonably required time, not to exceed one (1) day. The County may grant additional time off on a case by case basis not to exceed three (3) days.

C. Employee Notification

When an employee is unable to report to work due to illness or other acceptable sick leave reason, the employee shall notify their supervisor by calling the supervisor and speaking directly with the supervisor or, if unavailable, with another supervisor in their department. Employees are not permitted to leave messages, text or email their supervisor when notifying them of their absence. Absences must be reported at least one half hour prior to the employee's scheduled shift. An employee must continue such notification each succeeding day of absence except in cases of prolonged illness or absence where the employee has been granted a set period of leave. Failure of an employee to make proper notification may result in denial of sick leave and/or appropriate disciplinary action.

D. Written Statement

Proof of illness, such as a doctor's excuse, may be required when the County believes the absence(s) to be excessive, chronic, patterned, or abusive. A satisfactory licensed medical practitioner's certificate may be required at any time, but will generally be required in each case when an employee has been absent more than three (3) consecutive days. When a licensed medical practitioner's certificate is required, it must be submitted to Human Resources before an employee will be permitted to return to work from leave. The licensed medical practitioner's certificate must be signed personally by the treating practitioner, and must verify the nature of the illness, and that the employee was unable to work during the period in question, not simply that the employee was "under the doctor's care." For absences where a licensed medical practitioner's certificate is not required, the employee must submit a written statement to Human Resources explaining the nature of the illness.

E. Sick Leave Abuse

Application by an employee for sick leave through fraud or dishonesty will result in denial of such leave together with disciplinary action up to and including termination. Patterns of sick leave usage immediately prior or subsequent to holidays, vacation, days off and/or weekends or excessive sick leave usage may result in sick leave denial and appropriate disciplinary action. The County reserves the right to investigate allegations of sick leave abuse. The County reserves the right to question employees concerning their sick leave use. Whenever an employee is on sick leave the employee must be at home during the employee's scheduled work hours or obtaining treatment or medication.

F. Uses of Other Leave

Other accumulated unused leaves may be used for sick leave purposes, at the discretion of the Appointing Authority.

G. Sick Leave Charge

Sick leave shall be charged in minimum increments of one-quarter (1/4) hour. When sick leave is used it shall be deducted from the employee's credit on the basis of one hour of sick leave for every one hour of absence from previously scheduled work. Sick leave payments shall not exceed the normal scheduled workday or workweek earnings. Employees may utilize sick leave only for the hours and days on which they are scheduled to work.

H. Sick Leave Upon Retirement

An employee may elect at the time of disability or service retirement under the Public Employees Retirement System, to be paid in cash for one-fourth of the value of their accrued, but unused, sick leave balance accumulated with Delaware County. The total value of the sick leave paid, earned with Delaware County, as severance pay shall not exceed the value of 60 days paid leave. The payment shall be based on the employee's rate of pay at the time of retirement.

An employee, who has a sick leave balance that has accumulated with the state of Ohio, or any other political subdivision of state, may elect at the time of disability or service retirement under the Public Employees Retirement System, to be paid in cash for one-fourth of the value of the employee's accrued, but unused, sick leave. The total value of the sick leave paid, earned with another political subdivision, as severance pay shall not exceed the value of 30 days paid leave. The payment shall be based on the employee's rate of pay at the time of retirement.

To qualify for this severance benefit, the employee must meet the requirements for a disability or service retirement and have at least 10 years of service with the state, any political subdivision of the state, or any combination of such service.

The total value of the sick leave paid under this policy, earned with Delaware County and another political subdivision combined, as severance pay shall not exceed the value of 60 days paid leave. Payment for sick leave will eliminate all sick leave credit accrued by the employee at that time.

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I. Sick Leave Upon Death

Upon the death of an employee in the active service with Delaware County, unused accumulated sick leave shall be paid to the employee's spouse, children, or parents, if any, in that order or to the employee's estate. Payment for sick leave accumulated while in the employ of Delaware County shall be based on the employee's straight-time hourly rate at the time of death and will be paid in cash for one-fourth of value of the employee's accrued, but unused sick leave balance, with no limit.

J. Medical Information

The County will maintain employees' medical information in a separate medical file and will treat the information in a confidential manner. Employees who are concerned that their medical information is not being treated in a confidential manner should report such concerns to the Director of Administrative Services by calling (740) 833-2120

XXXII FAMILY MEDICAL LEAVE ACT ("FMLA")

A. Statement of Policy.

Eligible employees may request time off for family and/or medical leave of absence with job protection and no loss of accumulated service provided the employee meets the conditions outlined in this policy and returns to work in accordance with the Family and Medical Leave Act of 1993.

B. Definitions.

As used in this policy, the following terms and phrases shall be defined as follows:

1. "Family and/or medical leave of absence": An approved absence available to eligible employees for up to twelve (12) weeks of unpaid leave per year under particular circumstances. Such leave may be taken only for the following qualifying events:

- a. Upon the birth of an employee's child and in order to care for the child.
- b. Upon the placement of a child with an employee for adoption or foster care.
- c. When an employee is needed to care for a family member who has a serious health condition.
- d. When an employee is unable to perform the functions of his/her position because of the employee's own serious health condition.
- e. Qualifying service member leave.

2. Service Member Leave: The spouse, parent or child of a member of the U.S. military service is entitled to twelve (12) weeks of FMLA leave due to qualifying exigencies of the service member being on "covered active duty" or receiving a "call to covered active duty." In addition, a spouse, child, parent or next of kin (nearest blood relative) of a service member is entitled to up to twenty-six (26) weeks of leave within a "single twelve (12)-month period" to care for a service member with a "serious injury or illness" sustained or aggravated while in the line of duty on active duty. The "single twelve (12)-month period" for leave to care for a covered service member with a serious injury or illness begins on the first day the employee takes leave for this reason and ends twelve (12) months later, regardless of the twelve (12) month period established for other types of FMLA leave.

3. "Per year": A rolling twelve (12) month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the employer will compute the amount of leave the employee has taken under this policy, and subtract it from the twelve (12) weeks of available leave. The balance remaining is the amount the employee is entitled to take at the time of the request. For example, if an employee used four (4) weeks of FMLA leave beginning February 4, 2009, four weeks beginning June 1, 2009, and four weeks beginning December 1, 2009, the employee would not be entitled to any additional leave until February 4, 2010.

4. "Serious health condition": Any illness, injury, impairment, or physical or mental condition that involves:

- a. Inpatient care.
- b. Any period of incapacity of more than three consecutive calendar days that also involves:
 - i. Two or more treatments by a health care provider, the first of which must occur within seven (7) days of the first day of incapacity and both visits must be completed within thirty (30) days; or
 - ii. Treatment by a health care provider on one occasion that results in a regimen of continuing treatment under the supervision of a health care provider.

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- c. Any period of incapacity due to pregnancy or for prenatal care.
 - d. A chronic serious health condition which requires at least two “periodic” visits for treatment to a health care provider per year and continues over an extended period of time. The condition may be periodic rather than continuing.
 - e. Any period of incapacity which is permanent or long term and for which treatment may not be effective (i.e. terminal stages of a disease, Alzheimer’s disease, etc.).
 - f. Absence for restorative surgery after an accident/injury or for a condition that would likely result in an absence of more than three days absent medical intervention. (i.e. chemotherapy, dialysis for kidney disease, etc.).
5. “Licensed health care provider”: A doctor of medicine, a doctor of osteopathy, podiatrists, dentists, optometrists, psychiatrists, clinical psychologists, and others as specified by law.
6. “Family member”: Spouse, child, parent or a person who stands “*in loco parentis*” to the employee.
7. “Covered Service Member”: Means either:
- a. A current member of the Armed Forces, including a National Guard or Reserve Member, who is undergoing medical treatment, recuperation, or therapy, is in outpatient status, or is on the temporary disability retired list, for a serious injury or illness; or
 - b. A covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces, including a National Guard or Reserves Member, at any time during the five years preceding the date the eligible employee takes FMLA leave to care for the covered veteran.
 - i. Note: An individual who was a member of the Armed Forces (including National Guard or Reserves) and who was discharged or released under conditions other than dishonorable prior to March 8, 2013, the period of October 28, 2009 and March 8, 2013, shall not count toward the determination of the five-year period for covered veteran status.
8. “Outpatient Status”: The status of a member of the Armed Forces assigned to a military medical treatment facility as an outpatient or to a unit established for the purpose of providing command and control of members of the Armed Forces receiving outpatient medical care.
9. “Next Of Kin”: The term “next of kin” used with respect to a service member means the nearest blood relative of that individual.
10. A “serious injury or illness”, for purposes for the twenty six (26)-week military caregiver leave means either:
- a. In the case of a current member of the Armed Forces, including a member of the National Guard or Reserves, means an injury or illness that was incurred by the covered service member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces, and that may render the member medically unfit to perform the duties of the member's office, grade, rank or rating; and,
 - b. In the case of a covered veteran, means an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and manifested itself before or after the member became a veteran, and is:
 - i. a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the service member unable to perform the duties of the service member's office, grade, rank, or rating; or
 - ii. a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service–Related Disability Rating (VASRD) of 50 percent or greater, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or
 - iii. a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or

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- iv. an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.
11. “Covered Active Duty” or “call to covered active duty”:
- a. In the case of a member of a Regular Armed Forces means duty during the deployment of the member with the Armed Forces to a foreign country. (Active duty orders of a member of the Regular components of the Armed Forces generally specify if the member is deployed to a foreign country.”
 - b. In the case of a member of the Reserve components of the Armed Forces means duty during the deployment of the member with the Armed Forces to a foreign country under a Federal call or order to active duty in support of a contingency operation pursuant to specific sections of the U.S. Code, as outlined in 29 CFR § 825.126.
12. “Deployment to a foreign country” means deployment to areas outside of the United States, the District of Columbia, or any Territory or possession of the U.S., including international waters.
13. “Qualifying Exigency”: (For purposes of the twelve (12)-week qualifying exigency leave) includes any of the following:
- a. Up to seven days of leave to deal with issues arising from a covered military member’s short notice deployment, which is a deployment on seven (7) or fewer days notice.
 - b. Military events and related activities, such as official ceremonies, programs, or events sponsored by the military, or family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to the active duty or call to active duty status of a covered military member.
 - c. Qualifying childcare and school activities arising from the active duty or call to active duty status of a covered military member, such as arranging for alternative childcare, providing childcare on a non-routine, urgent, immediate need basis; enrolling or transferring a child to a new school; and attending certain school and daycare meetings if they are necessary due to circumstances arising from the active duty or call to active duty of the covered military member.
 - d. Making or updating financial and legal arrangements to address a covered military member’s absence, such as preparing powers of attorney, transferring bank account signature authority, or preparing a will or living trust.
 - e. Attending counseling provided by someone other than a health care provider for oneself, the covered military member, or a child of the covered military member, the need for which arises from the active duty or call to active duty status of the covered military member.
 - f. Rest and recuperation leave of up to fifteen (15) days to spend time with a military member who is on short-term, temporary, rest and recuperation leave during the period of deployment. This leave may be used for a period of 15 calendar days from the date the military member commences each instance of Rest and Recuperation leave.
 - g. Attending certain post-deployment activities within ninety (90) days of the termination of the covered military member’s duty, such as arrival ceremonies, reintegration briefings, and any other official ceremony or program sponsored by the military, as well as addressing issues arising from the death of a covered military member.
 - h. Qualifying parental care for military member’s biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the military member when the member was under 18 years of age, when the parent requires active assistance or supervision to provide daily self-care in three or more of the activities of daily living, as described in 29 C.F.R. § 825.126, and the need arises out of the military member’s covered active duty or call to covered active duty status.
 - i. Any qualifying exigency which arose out of the covered military member’s covered active duty or call to covered active duty status.

C. Leave Entitlement.

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To be eligible for leave under this policy, an employee must meet all of the following conditions:

1. Worked for the agency for at least twelve (12) non-consecutive months, or fifty-two (52) weeks.
2. Actually worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) month period immediately prior to the date when the FMLA leave is scheduled to begin.
3. Work at a location where the Employer employs fifty (50) or more employees within a seventy-five (75) mile radius. County health districts and the County are not considered a single employer for purposes of FMLA leave entitlement.
 - a. The entitlement to FMLA leave for the birth or placement for adoption or foster care expires at the end of the twelve (12) month period following such birth or placement.
 - b. Spouses who are both employed by the agency are jointly entitled to a combined leave total of twelve (12) weeks (rather than twelve (12) weeks each) for the birth of a child, upon the placement of a child with the employees for adoption or foster care, and for the care of certain family members with serious health conditions.

D. Use of Leave.

The provisions of this policy shall apply to all family and medical leaves of absence as follows:

1. Generally: An employee is only entitled to take off a total of twelve (12) weeks of leave per year under the FMLA. As such, employees will be required to utilize their accumulated unused paid leave (sick, vacation, etc.) in conjunction with/concurrent to their use of accumulated unused unpaid Family Medical Leave. Employees will be required to use the type of accumulated paid leave that best fits the reason for taking leave and must comply with all procedures for requesting that type of leave as stated in the relevant policy. Any time off that may legally be counted against an employee's twelve (12) week FMLA entitlement will be counted against such time.
2. Birth of An Employee's Child: An employee who takes leave for the birth of his/her child must first use all available accrued paid vacation leave prior to using unpaid leave for the remainder of the twelve (12) week period. However, if the employee requests leave for the employee's own serious health condition as a result of the pregnancy or post-partum recovery period, the employee will be required to exhaust all of her sick leave prior to using unpaid leave for the remainder of the twelve (12) week period. *(Note: See section E below for information on disability leaves.)*
3. Placement of a Child for Adoption or Foster Care: An employee who takes leave for the placement of a child for adoption or foster care must first use all available accrued paid vacation leave prior to using unpaid leave for the remainder of the twelve (12) week period.
4. Employee's Serious Health Condition or Family Member's Serious Health Condition: An employee who takes leave because of G/her serious health condition or the serious health condition of his/her family member must use all available accrued paid sick and vacation leave prior to using unpaid leave for the remainder of the twelve (12) week period.

E. FMLA and Disability/Workers' Compensation.

An employee who is eligible for FMLA leave because of his/her own serious health condition may also be eligible for workers' compensation if the condition is the result of workplace accident or injury. Regardless of whether the employee is using workers' compensation benefits, the Employer may designate the absence as FMLA leave, and count it against the employee's twelve (12) week FMLA entitlement if the injury or illness constitutes a serious health condition under the FMLA. In addition, as these may be compensated absences, if the employee participates in the workers' compensation program, the employee is not eligible to use paid leave of any type (except as supplemental benefits, if applicable and requested by the employee), nor can the employer require the employee to do so, while the employee is receiving compensation from such a program.

F. Procedures for Requesting FMLA Leave.

Requests for FMLA leave must be submitted in writing at least thirty (30) days prior to taking leave or as soon as practicable prior to the commencement of the leave. If the employee fails to provide thirty (30) days notice for foreseeable leave with no reasonable excuse for the delay, the leave may be denied until at least thirty (30) days from the date the employer receives notice. The employee must follow the regular reporting procedures for each absence.

FMLA requests must be submitted on a standard leave form prescribed by the Employer. The Employer will determine whether the leave qualifies as FMLA leave, including instances of Family Medical Leave that are not requested by the employee, and designate any leave that counts against the employee's twelve (12) week

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entitlement, and notify the employee that the leave has been so designated.

When an employee needs foreseeable FMLA leave, the employee shall make a reasonable effort to schedule the treatment so as not to unreasonably interfere with the Employer's operations.

G. Certification of Need for FMLA Leave for Serious Health Condition.

An employee requesting FMLA leave due to their family member's serious health condition must provide a doctor's certification of the serious health condition, which must designate that the employee's presence is reasonably necessary. Such certification shall be submitted at the time FMLA leave is requested, or if the need for leave is not foreseeable, as soon as practicable. An employee requesting FMLA leave due to the birth or placement of a child must submit appropriate documentation at the time FMLA leave is requested.

The Employer, at its discretion, may require the employee to sign a release of information so that a representative other than the employee's immediate supervisor can contact the medical provider. If the medical certification is incomplete or insufficient, the employee will be notified of the deficiency and will have seven (7) calendar days to cure the deficiency.

The Employer may require a second medical opinion prior to granting FMLA leave. Such opinion shall be rendered by a health care provider designated or approved by the Employer. If a second medical opinion is requested, the cost of obtaining such opinion shall be paid for by the Employer. If the first and second opinions differ, the Employer, at its own expense, may require the binding opinion of a third health care provider approved jointly by the Employer and the employee. Failure or refusal of the employee to submit to or cooperate in obtaining either the second or third opinions, if requested, shall result in the denial of the FMLA leave request.

Employees who request and are granted FMLA leave due to serious health conditions may be required to provide the Employer periodic written reports assessing the continued qualification for FMLA leave. Further, the Employer may request additional reports if the circumstances described in the previous certification have changed significantly (duration or frequency of absences, the severity of the condition, complications, etc.), or if the employer receives information that casts doubt on the employee's stated reason for the absence. The employee must provide the requested additional reports to the Employer within fifteen (15) days.

H. Certification for Leave Taken Because Of A Qualifying Exigency.

The Employer may request that an employee provide a copy of the military member's active duty orders to support the request for qualifying exigency leave. Such certification for qualifying exigency leave must be supported by a certification containing the following information: statement or description of appropriate facts regarding the qualifying exigency for which leave is needed; approximate date on which the qualifying exigency commenced or will commence; beginning and end dates for leave to be taken for a single continuous period of time; an estimate of the frequency and duration of the qualifying exigency if leave is needed on a reduced scheduled basis or intermittently; appropriate contact information for the third party if the qualifying exigency requires meeting with a third party and a description of the meeting; and, if the qualifying exigency involves Rest and Recuperation leave, a copy of the military member's Rest and Recuperation orders, or other documentation issued by the military which indicates the military member has been granted Rest and Recuperation leave, and the dates of the military member's Rest and Recuperation leave.

I. Intermittent/Reduced Schedule Leave.

When medically necessary, an employee may take FMLA leave on an intermittent or reduced work schedule basis for a serious health condition. An employee may not take leave on an intermittent or reduced schedule basis for either the birth of the employee's child or upon the placement of a child for adoption or foster care with the employee unless specifically authorized in writing by the Executive Director. Requests for intermittent or reduced schedule FMLA leave must be submitted in writing at least thirty (30) days prior to taking leave, or, as soon as practicable.

To be entitled to intermittent leave, the employee must, at the time such leave is requested, submit additional certification as prescribed by the Employer establishing the medical necessity for such leave. This shall be in addition to the documentation certifying the condition as FMLA qualifying. The additional certification shall include the dates and the duration of treatment, if any, the expected duration of the intermittent or reduced schedule leave, and a statement from the health care provider describing the facts supporting the medical necessity for taking FMLA leave on an intermittent or reduced schedule basis. In addition, an employee requesting foreseeable intermittent or reduced schedule FMLA leave may be required to meet with the Executive Assistant or designee to discuss the intermittent or reduced schedule leave.

An employee who requests and is granted FMLA leave on an intermittent or reduced schedule basis may be temporarily transferred to an available alternative position with equivalent class, pay, and benefits if the alternative position would better accommodate the intermittent or reduced schedule. An employee who requests intermittent or reduced schedule leave due to foreseeable medical treatment shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the Employer's operations.

J. Employee Benefits.

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Except as provided below, while an employee is on FMLA leave, the Employer will continue to pay its portion of premiums for any life, medical, and dental insurance benefits under the same terms and conditions as if the employee had continued to work throughout the leave. The employee continues to be responsible for the payment of any contribution amounts he would have been required to pay had he not taken the leave, regardless of whether the employee is using paid or unpaid FMLA leave. Employee contributions are subject to any change in rates that occurs while the employee is on leave.

The Employer will not continue to pay the Employer portion of premiums for any life, medical, and dental insurance benefits if, while the employee is on FMLA leave, the employee fails to pay the employee's portion of such premiums or if the employee's payment for their portion of the premium is late by more than thirty (30) days. If the employee chooses not to continue health care coverage during FMLA leave, the employee will be entitled to reinstatement into the benefit plan upon return to work.

If the employee chooses not to return to work for reasons other than a continued serious health condition or circumstances beyond the employee's control, the Employer may seek reimbursement from the employee for any amounts paid by the Employer for insurance benefits the employee received through the Employer during any period of unpaid FMLA leave. Leave balances accrued by an employee prior to taking FMLA leave and not used by the employee as outlined in the section entitled "Use of Leave" will be retained by the employee.

FMLA leave, whether paid or unpaid, will not constitute a break in service. Upon the completion of unpaid FMLA leave and return to service, the employee will return to the same level of service credit as the employee held immediately prior to the commencement of FMLA leave. In addition, FMLA leave will be treated as continuous service for the purpose of calculating benefits which are based on length of service. However, specific leaves times (i.e. sick, vacation, and personal leave and holidays) will not accrue during any period of unpaid FMLA leave.

K. Reinstatement.

An employee on FMLA leave must give the Employer at least two business days notice of their intent to return to work, regardless of the employee's anticipated date of return. Employees who take leave under this policy will be reinstated to the same or a similar position upon return from leave except that if the position that the employee occupied prior to taking FMLA leave is not available, the employee will be placed in a position which entails substantially equivalent levels of skill, effort, responsibility, and authority and which carries equivalent status, pay, benefits, and other terms and conditions of employment as the position the employee occupied prior to taking FMLA leave. The determination as to whether a position is an "equivalent position" will be made by the Employer.

An employee will not be laid off as a result of exercising their right to FMLA leave. However, the Employer will not reinstate an employee who has taken FMLA leave if, as a result of a layoff within the agency, the employee would not otherwise be employed at the time reinstatement is requested. An employee on FMLA leave has no greater or lesser right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during their FMLA leave.

Prior to reinstatement, employees who take FMLA leave based on their own serious health condition shall provide certification from the employee's health care provider that the employee is able to perform the essential functions of their position, with or without reasonable accommodation.

L. Records.

All records relative to FMLA leave will be maintained by the Employer as required by law. Any medical records accompanying FMLA leave requests will be kept separate from an employee's regular personnel file. To the extent permitted by law, medical records related to FMLA leave shall be kept confidential. Records and documents created for purposes of FMLA containing family medical history or genetic information as defined by the Genetic Information Nondiscrimination Act of 2008 (GINA) shall be maintained in accordance with the confidentiality requirements of Title II of GINA, which permit such information to be disclosed consistent with the requirements of FMLA.

XXXIII. CIVIC DUTY LEAVE

A. Jury Duty

Employees will be excused from regularly scheduled work for jury duty. If an employee's jury duty is concluded prior to the completion of the employee's regularly scheduled workday, the employee must return to work for the remainder of the workday. The County will compensate an employee who is called to, and reports for, panel and/or jury duty, at the employee's straight-time hourly rate for the hours the employee was scheduled on that day. The employee must give the County prior notice of jury duty in order to receive their regular pay.

B. Work Related Proceedings

Employees who are required by the County to appear in court or other proceeding on behalf of the County, will be paid at their appropriate rate of pay for hours actually worked. Employees must obtain prior approval

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from their supervisor before appearing in court or administrative proceedings on behalf of the County. Employees who receive a subpoena for work-related matters and have a concern regarding that subpoena should seek assistance from their supervisor, who may then contact the Prosecuting Attorney’s Office.

C. Personal Matters

Employees who are required to appear in court on personal matters, or on matters unrelated to their employment with the County, must seek an approved vacation leave or unpaid leave of absence.

XXXIV. VACATION AND PERSONAL LEAVE

A. Vacation Leave Accrual

1. Full-time permanent County employees shall be entitled to vacation after completion of one full year of public employment in Ohio. Vacation time is credited each bi-weekly pay period at rates as established below in accordance with O.R.C. §§ 325.19 and 124.13 as applicable. An employee who is not in active pay status for part of a bi-weekly pay period shall earn a pro-rated amount of vacation leave for that period.

Completed Years of Service	Credit Earned Per Eighty (80) Hours Worked	Vacation Credit Earned for Yearly Hours	Equivalent Work Days
Less than one year	0	0	0
1 through less than 8 years	3.1	80	10
8 through less than 15 years	4.6	120	15
15 through less than 25 years	6.2	160	20
25 plus years	7.7	200	25

2. Employees after one year of public employment in Ohio who are regularly scheduled to work less than eighty (80) hours in a pay period will accrue vacation at a prorated amount of the standard rate multiplied by the ratio of the employee’s regular scheduled hours in a pay period to eighty (80) hours. Under no circumstances will an employee accrue vacation at a greater rate than the standard rate.

3. Vacation leave will accrue during periods of authorized paid leaves of absence but will not accrue while an employee is on unpaid leave status.

4. In accordance with O.R.C. § 9.44, employees may be entitled to prior service credit for time spent with the State of Ohio or any political subdivision of the State. It is the employee’s responsibility to provide necessary documentation of prior service.

B. Vacation Leave Use

1. Vacation leave must be taken within twelve (12) months following an employee’s anniversary date. An Appointing Authority, at its sole discretion, may permit an employee to accumulate vacation for a period not to exceed three (3) years.

Accrued vacation leave that is not taken within the time period permitted under this policy is forfeited.

2. Vacation requests should generally be received by the employee’s immediate supervisor in advance. Vacation requests will be granted on a first-come, first-served basis and are subject to operational needs. Vacation time may be taken in one-quarter (1/4) hour increments.

3. The County may revoke approval of the use of vacation leave if required by operational reasons.

C. Unused Vacation Leave

Upon separation from service with at least one (1) year of recognized public service, an employee is entitled to compensation at their current rate of pay for accrued but unused vacation.

D. Personal Leave

Each calendar year, all non-bargaining unit employees shall be entitled to one eight (8) hour work day of personal leave which shall be deducted from the employee’s sick leave balance. To be eligible, the employee must have the appropriate balance of sick leave at the time the personal leave is taken. Personal leave deducted from sick leave that is not used during the calendar year is forfeited and will remain in the employee’s accrued sick leave balance.

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In addition, all non-bargaining employees shall be entitled to up to a maximum of two (2) eight (8) hour days of personal leave not to be deducted from the employee's sick leave balance.

Personal leave may be taken in one-quarter (1/4) hour increments up to a full 8 hour work day. Personal leave used shall not exceed a total of three (3) eight (8) hour working days. Personal leave not used during the calendar year is forfeited.

Personal leave is subject to the approval of the employee's supervisor based upon the operational needs of the department. The County may revoke approval of the use of personal leave if required by operational reasons.

At no time shall an employee receive a payout for unused personal leave with the exception of applicable sick leave pay out provisions established by policy.

XXXV. HOLIDAYS

Full-time permanent employees are entitled to the following holidays with pay.

- New Year's Eve Day (1/2 day holiday ~ County offices close at noon)
- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Little Brown Jug Day (1/2 day holiday ~ County offices close at noon)
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Eve Day (1/2 day holiday ~ County offices close at noon)
- Christmas Day

Part time permanent employees shall be paid holiday pay (for above listed holidays) the average number of regularly scheduled hours per week prorated over five days (Example: an employee who averages 30 hours per week is entitled to six hours of holiday pay for a full day holiday and three hours for a half day holiday).

For non-continuous service employees, if the holiday falls on a Saturday, it shall be observed on the preceding Friday; if the holiday falls on a Sunday, it shall be observed on the following Monday. If the holiday occurs while an employee is on vacation leave, the vacation day will not be charged against such leave. An employee shall receive holiday pay rather than paid sick leave for any holiday which occurs when the employee is absent on sick leave. Holiday pay will not be given to any employee who is on a leave of absence without pay. An employee must be on approved leave status before and after the holiday in order to be eligible for holiday pay.

If the employee is required to work on a holiday, the employee shall receive their holiday pay plus pay for the time actually worked on the holiday. Holiday hours shall be considered as hours worked towards the forty hours required for overtime calculations for non-exempt employees, only if the employee works on the holiday.

XXXVI. UNPAID LEAVE

Employees may request an unpaid leave of absence for professional, educational, or other personal reasons. The County has sole discretion to grant or deny the leave. A personal leave of absence may be granted for one day to six months for any reason the County deems appropriate. Upon completion of approved unpaid leave, the employee will be returned to their former position or to a similar position within the same classification. Requests for, and approvals of, unpaid leave shall be made in writing.

While on leave without pay status, an employee shall not accumulate paid leave or holiday pay. An employee on a non-FMLA unpaid leave of absence will be given COBRA notification regarding their health insurance benefits.

The County may revoke an unpaid leave of absence for business reasons upon one week's written notice to the employee that they must return to work. An employee on an unpaid leave of absence who is determined to be using the leave for purposes other than for which the leave was granted may be subject to disciplinary action and ordered to return to work immediately.

XXVII. MILITARY LEAVE

Military leave is governed by O.R.C. Chapters 5903, 5906 and 5923 and the Uniformed Services Employment and Reemployment Rights Act (USERRA).

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A. Paid Military Leave

County employees who are members of the Ohio organized militia or members of other reserve components of the armed forces, including the Ohio National Guard, are entitled to military leave. Employees requesting military leave must submit a written request to the County as soon as they become aware of such orders. Employees must provide the published order or a written statement from the appropriate military authority with the request for leave.

Pursuant to O.R.C. § 5923.05, employees are authorized up to twenty-two (22) eight (8)- hour working days or one hundred seventy-six (176) hours within a year. Public Safety Employees as defined in O.R.C. § 5923.05 are authorized up to seventeen twenty-four-hour days or four hundred eight hours, within one federal fiscal year. During this period, employees are entitled to receive their regular pay in addition to compensation from military pay. Any employee required to be serving military duty in excess of twenty-two (22) days or 176 hours in a year due to an executive order issued by the President of the United States or an act of Congress or by the Governor in accordance with law shall be entitled to a leave of absence. During this leave of absence, employees are entitled to be paid a monthly amount equal to the lesser of (1) the difference between the employee's gross monthly wage and their gross monthly uniformed pay and allowances received for the month, or (2) five hundred dollars (\$500). No employee is entitled to receive this benefit if the amount of gross military pay and benefits exceed the employee's gross wages from the County for that period.

Employees, who are on military leave in excess of twenty-two (22) days or one hundred seventy-six (176) hours in a year, may use their accrued vacation leave, personal leave or compensatory time while on military leave. Employees who elect this option shall accrue vacation leave and sick leave while on such paid leave.

For military leave up to twenty-two (22) days or one hundred seventy-six (176) hours in a calendar year, employees shall continue to be entitled to health insurance benefits as if they are working. These benefits shall continue beyond this period if the employee is on military leave and elects to utilize paid leave. Employees who exceed the twenty-two (22) days or one hundred seventy-six (176) hours and do not elect to utilize paid leave are not entitled to the health insurance benefits on the same basis as if they are working. In these circumstances, employees will be provided notice of their rights to continue this coverage at their cost in accordance with applicable law.

Also see Family and Medical Leave Act Policy

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

XXXVIII. PERSONNEL FILES

The County shall maintain personnel files for all County employees. Such files may include individual employment data, payroll information, schedules, records of additions or deductions, application forms, and records pertaining to hiring, promotion, demotion, transfer, layoff and termination. Personnel files shall be available to members of the public in accordance with the law. An employee shall have a right of reasonable inspection of their official personnel file. No personnel records shall be removed from the official records unless in accordance with state or federal law or in accordance with the County's retention of records policy.

When a public records request is made for an employee's records, the County will endeavor to inform the employee of the request in advance of the release of records. The County will make reasonable efforts to redact personal information, and other non- public information, from the files before release. Notifying the employee of the release may not result in an unreasonable delay in releasing the records pursuant to an appropriate request. Employees are responsible for taking legal action in the event they wish to prohibit release of the requested documents to the requesting individual or entity.

Employees must timely advise the County of any change in name, address, marital status, telephone number, number of tax exemptions, citizenship, or association with any government military service organization.

<https://humanresources.co.delaware.oh.us/wp-content/uploads/sites/15/2018/03/PersonnelRecords97.pdf>

XXXIX. REHIRING RETIRED OPERS MEMBERS

A. County Employees Who Take OPERS Retirement May Be Rehired Subject To The Following

1. In accordance with O.R.C. §145.381, if the retiring employee is subject to hire through a Board, then sixty (60) days prior to rehire in the same job from which the employee retired, the hiring Board must give public notice of the employee's intent to rehire. The hiring Board must then hold a public hearing on the issue between fifteen (15) and thirty (30) days prior to the retired employee's rehire date.
2. At the time of retirement, the employee must be paid all accrued vacation time.
3. When rehired, the employee will begin accruing vacation as a new employee. The employee will not receive credit for prior years' service in determining the vacation accrual rate.
4. If the employee requests payment of sick leave upon retirement, the employee will start with

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a zero balance and accrue sick leave as a new employee. The employee will not be eligible for any future payment of unused sick leave earned during post-retirement employment.

5. If the employee does not request payment of sick leave upon retirement, the employee may retain the sick leave balance for use when rehired provided the employee's re-hire date is within ten years of their retirement. If the employee chooses not to request payout upon retirement, the employee shall not be eligible for any payment of unused sick leave upon separation from the post-retirement employment.

6. Employees who are rehired subsequent to taking OPERS retirement will receive no credit for prior service. Rehired employees will start a new period of classified service for the purpose of calculating service credits in the event of layoff or other action affecting their employment.

7. Employees are required to notify their employer of their retirement date. The County reserves the right to start a rehired employee at a newly negotiated rate of pay.

XXXX. AUDITOR OF STATE FRAUD REPORTING SYSTEM

The Ohio Auditor of State's Office maintains a system for reporting fraud, including the misuse of public money by any official or office. The system allows all Ohio citizens, including public employees, the opportunity to make anonymous complaints through a toll free number, the Auditor of State's website, or the United States mail. Contact information is as follows:

Telephone: 1-866-FRAUD OH (1-866-372-8364) US Mail: Ohio Auditor of State's Office
Special Investigations Unit
88 East Broad Street
P.O. Box 1140
Columbus, OH 43215
Web: www.ohioauditor.gov

XXXXI. EMPLOYEE INFORMATION AND RECORDS

A. Employee Information

The appropriate Appointing Authority shall establish and maintain a personnel file for each employee. The employee is responsible for providing the employer with the following information: the employee's legal name, address, telephone number, social security number, tax exemptions, affiliation with any branch of the armed services, the name and phone number of a person to contact in case of an emergency, loss of licensure or insurability, if applicable, and, any other requested information. In addition to providing this information, the employee is also responsible for promptly reporting any change in the information.

In the event the employer must send correspondence or other documentation to an employee who is on leave, the employer will mail the document to the last known address listed in the employee's personnel file. An employee will be considered to have constructive notice of any correspondence or documentation mailed to the employee's last known address.

B. Release of Records

With the exception of certain law enforcement entities, the County, as well as, its employees is subject to the mandates of Chapter 1347 of the Ohio Revised Code regarding personal information systems. The County maintains records that are manually stored and records that are stored using electronic data processing equipment. Records maintained by the County include personal information (i.e. employee information required above).

Each County office shall appoint a Record's Custodian who is directly responsible for the office's personal information systems. The County understands that it creates, receives, and maintains sensitive and private information, and will ensure that it collects, maintains, and uses only personal information that is necessary and relevant to the functions of the County. Personal information maintained by the County shall not be modified, destroyed, or disclosed without the approval of the Record's Custodian. The County will continually monitor the personal information system, and make necessary adjustments to ensure the system's accuracy. Employees will be trained on the use of personal information, including review of this policy. Employees who use personal information in an unauthorized manner shall be subject to the County's disciplinary policy.

Records maintained by the County that are not defined as "public records" in §149.43 of the Ohio Revised Code or other applicable provisions of law, shall not be released from an employee's personnel file unless specifically authorized by such employee in writing. Pursuant to applicable law, medical records are not public records and are maintained in a separate file. Records maintained by the County that are defined as public records shall be released in accordance with law. The County will attempt to give employees at least twenty-four hours notice before releasing their personal information in response to a public records request.

C. Review of File

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Each employee shall have the right, with reasonable notice, to examine their personnel file. Such examination shall be made on non-work time or at some other mutually agreeable time. If an employee disputes the accuracy, timeliness, relevance, or completeness of documents in their file, the employee may submit a written request that the appointing authority investigate the current status of the information. The appointing authority will make a reasonable investigation to determine the accuracy, timeliness, relevance, and completeness of the file, and will notify the employee of the results of the investigation and any plans the appointing authority has to take action with respect to the disputed information.

Employees are not permitted to alter, add or remove documents or other information contained in their personnel files absent express authorization from the appropriate appointing authority. An employee who alters, adds or removes documents or information from their personnel file without prior approval may be subject to discipline. Employees may submit a statement to be attached to any disputed document.

RECEIPT FOR COUNTY POLICIES

I have received my copy of the Delaware County Personnel Policy Manual, which includes the following policies:

- Classification Status
- Management Rights
- Professional Conduct
- Equal Employment Opportunity
- Americans With Disability Act
- Unlawful Discrimination And Harassment
- Medical Examinations And Disability Separation
- Drug And Alcohol Policy
- Tobacco Use Policy
- Lactation Breaks
- Job Assignments / Temporary Assignments
- Performance Evaluations
- Hours Of Work And Overtime
- Reporting To Work And Tardiness
- Layoff
- Probationary Period
- Ethics/Conflicts Of Interest
- Nepotism
- Outside Employment
- Rehiring Retired OPERS Members
- Auditor Of State Fraud Reporting System
- Political Activity
- Investigations And Discipline
- Complaint Procedure
- Solicitation
- County Property
- Computer Use Policy
- Social Media Policy
- Concealed Carry
- Workplace Violence
- Contact With News Media/Citizens
- Sick Leave
- Family Medical Leave Act (“FMLA”)
- Civic Duty Leave
- Vacation And Personal Leave
- Holidays
- Unpaid Leave
- Military Leave
- Personnel Files
- Employee Information and Records

INITIAL

I agree that I am responsible for knowing its contents.

I understand if I have any further questions, I will contact my supervisor or the Human Resources Department.

I understand that these policies are not all inclusive of the policies that I must follow as a Delaware County employee.

I understand that each department / elected official has departmental specific policies and I will become familiar with the policies that I am required to follow.

I understand that the Personnel Policy Manual and the Delaware County Standard Operating Procedures, which contain additional policies for the departments

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operating under the Board of County Commissioners, is available online for my review at <http://www.co.delaware.oh.us/index.php/policies>

I acknowledge and understand that this manual does not create a contract of employment with the County for any purpose.

I agree and understand that any and all provisions of this manual may be modified or eliminated, without advance notice to me, at any time.

Print Name _____ Signature _____

Date _____

Please sign and return to:
Delaware County Human Resources, 10 Court Street, 2nd Floor, Delaware, Ohio 43015
Questions? Contact 740/833-2120

Section 2. The 2020 Delaware County Personnel Manual, as approved herein, shall supersede the policy manual adopted by resolution in 2013 and any subsequent update of all previous written or unwritten personnel policies or operational guidelines that directly conflict with this Manual. All previous written personnel policies or operational guidelines that do not conflict with this Manual shall continue in full force and effect. Should a direct conflict exist between this Manual and a Collective Bargaining Agreement, the Bargaining Agreement shall prevail. Employees are responsible, as a condition of employment, to familiarize themselves with, and abide by, these policies and procedures.

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

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RESOLUTION NO. 20-389

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION FROM THE UNENCUMBERED CASH BALANCE OF THE LAW LIBRARY RESOURCES BOARD FUND FOR THE LAW LIBRARY:

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

Supplemental Appropriation		
20683201-5101	Law Library Resources Board/Health Insurance	\$4,900.00

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

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ADMINISTRATOR REPORTS

Mike Frommer, County Administrator
-Will be discussing with the commissioners today the process in which the County offices will re-open.

17
COMMISSIONERS' COMMITTEES REPORTS

Commissioner Lewis
-Thank you to Jane for providing updates on the website and internally.
-Thank you to Jennifer and Sarah for their work keeping us on task.
-Thank you to Treasurer Ringle and Auditor Kaitsa for the six weeks property tax delay.

Commissioner Merrell
-Thank you to the Asian/Indian Alliance for their donation of 500 masks to EMA.
-Wanted to clarify there will still be a blood drive on May 4th despite an email people may have received.
-The CORSA board met yesterday via teleconference.
-Regional Planning will meet tonight via Zoom.

Commissioner Benton
-MORPC continues to meet.
-CEBCO board meeting tomorrow.
-Legislative meeting last week was very interesting.
-The Township call facilitated by Ryan Rivers was very productive.

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RESOLUTION NO. 20-390

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT; EMPLOYMENT; COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; FOR PENDING OR IMMINENT LITIGATION; FOR COLLECTIVE BARGAINING; FOR SECURITY ARRANGEMENTS AND EMERGENCY RESPONSE PROTOCOLS:

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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 appointment; employment; compensation of a public employee or public official; for pending or imminent litigation; for collective bargaining; for security arrangements and emergency response protocols.

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

RESOLUTION NO. 20-391

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners