

COMMISSIONERS JOURNAL NO. 79 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 24, 2023

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. 23-610

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JULY 17, 2023:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in regular session on July 17, 2023; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

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

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

2
PUBLIC COMMENT
 -None.

3
RESOLUTION NO. 23-611

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0721:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0721 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
P2303658 (QUALITY MASONRY: Add line 2)	Sheet Metal Repairs Historic Ct House	60111901-5370	\$12,100.00
P2301062 (RUMPKE)	Regional Sewer services	66211900-5380	\$350,000.00
P2303163 (ADVANTAGE FAMILY OUTREACH & FOSTER CARE)	Placement Care	22511607-5342	\$85,000.00
P2303143 (A LOVING HEART)	Placement Care	22511607-5342	\$70,000.00
P2303149 (NYAP)	Placement Care	22511607-5342	\$55,000.00
P2303172 (BUCKEYE RANCH)	Placement Care	22511607-5342	\$38,000.00
P2303168 (NECCO)	Placement Care	22511607-5342	\$29,000.00
P2303142 (LIFE START)	Placement Care	22511607-5342	\$21,000.00
P2303177 (KIDS COUNT TOO)	Placement Care	22511607-5342	\$12,000.00
P2302236 (YOUTH VILLAGES)	Placement Care	70161605-5342	\$9,000.00
P2301878 (TREASURER, DEL CNTY)	Retainage for OECC headworks and aeration	66611900-5410	\$1,097,828.52

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Line Account</u>	<u>Amount</u>
R2303972	ARC DOCUMENT SOLUTIONS LLC	SCANNING AND INDEXING OF WIDE FORMAT FIELD PLANS	66211900-5301	\$10,000.00
R2303990	DOODAN,JOSEPH	SCIOTO SURCHARGE OF 2,500.00 FOR 7514 STEITZ RD.	66211900-5319	\$6,550.00

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

4
RESOLUTION NO. 23-612

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Records Center is requesting an amendment to the travel approved on April 4, 2023 (Chris Shaw attend a 2023 NAGARA Annual Conference in Cincinnati, Ohio from July 18-21, 2023) at the cost of \$1,202.54 (fund number 10011103).

The Emergency Medical Services Department is requesting that John Berger attend a Certified Ambulance Privacy Officer online class at the cost of \$1,050.00 (fund number 10011303).

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

5
ERIC PENKAL, GUARDIANSHIP SERVICES BOARD DIRECTOR

PRESENTATION/UPDATE

6
RESOLUTION NO. 23-613

IN THE MATTER OF APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN DELAWARE-MORROW MENTAL HEALTH & RECOVERY SERVICES BOARD AND THE SHERIFF OF DELAWARE COUNTY, OHIO SOS 3.0 FUNDING - DELAWARE COUNTY JAIL MEDICATED ASSISTED TREATMENT(MAT)PROGRAM FY2023-2024:

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

WHEREAS, the Sheriff and Sheriff’s Office Staff recommend approval of Memorandum of Understanding between Delaware-Morrow Mental Health & Recovery Services Board and the Sheriff of Delaware county, Ohio SOS 3.0 funding - Delaware County Jail Medicated Assisted Treatment (MAT) program FY2023-2024;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Memorandum of Understanding between Delaware-Morrow Mental Health & Recovery Services Board and the Sheriff of Delaware county, Ohio SOS 3.0 funding - Delaware County Jail Medicated Assisted Treatment (MAT) program FY2023-2024:

MEMORANDUM OF UNDERSTANDING BETWEEN DELAWARE-MORROW MENTAL HEALTH & RECOVERY SERVICES BOARD AND THE SHERIFF OF DELAWARE COUNTY, OHIO SOS 3.0 FUNDING - DELAWARE COUNTY JAIL MEDICATED ASSISTED TREATMENT(MAT)PROGRAM FY2023-2024

Background:

This Memorandum of Understanding ("MOU") is between the Delaware-Morrow Mental Health & Recovery Services Board ("Board") and the Sheriff of Delaware County, Ohio (the "Sheriff"). The Sheriff, through administration of the Delaware County Jail ("Jail"), is providing a Medicated Assisted Treatment ("MAT") program for Jail inmates. Previously, the Sheriff partnered with New Birth Christian Ministries ("NCBM") to receive grant funding for the Jail MAT program.

Recently, Board requested approval to the Ohio Department of Mental Health and Addiction Services ("OhioMHAS") for additional State Opioid and Stimulant Responses Response 3.0 ("SOS 3.0") grant funding for distribution to qualifying, recovery-based community programming. The term of this grant funding, if received, will commence from September 30, 2022 through September 29, 2023, covering part of Board's FY2023 and FY2024. The Sheriff has provided a proposal to Board requesting SOS 3.0 grant funding commensurate with this new grant term. Board has reviewed the proposal, having determined that the Sheriff's request qualifies for available SOS 3.0 grant funding. Board desires to provide grant funding to the Sheriff to subsidize medications and testing kits as set forth in the proposal. The Board will provide said SOS 3.0 grant funding in place of NCBM moving forward for the term of the grant and this MOU.

The parties to this MOU therefore wish to set forth their mutual understandings and respective obligations regarding this one-time, pass-through funding.

Therefore, Board and the Sheriff agree:

- 1. Obligations of the Sheriff.**
 - a) Attached and incorporated as **Exhibit "A"** is the SOS Year 1 Delaware County Jail MAT Budget.

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The Sheriff agrees to utilize SOS 3.0 grant funding from Board exclusively for purposes geared toward supporting the MAT program as set forth in Exhibit "A." Specifically, the Sheriff's Office will utilize these funds for medication injections and drug screens referenced in the "Personal Services Contracts" section of Exhibit "A."

- b) The Sheriff is solely responsible for the selection, purchase, and procurement of all materials and services received with SOS 3.0 grant funds necessary to support the MAT program as set forth in Exhibit "A." Board shall have no responsibility for the direct delivery of services to be provided by the Sheriff or Jail personnel.

2. Board's Grant.

- a) Board grants the Sheriff up to **\$188,547.45** in one-time SOS 3. grant funding, the total projected cost for the Sheriff's proposed Jail MAT program services for medication injections and drug screens as referenced in the "Personal Services Contracts" section of Exhibit "A." Specifically, this total cost covers injections and drug screens for up to 100 inmates. Board shall cause this one-time payment to be issued to the Sheriff within 30 days following Board's receipt of grant funding. This grant is based upon continuation of the Sheriff's Jail MAT programming. The Sheriff agrees to advise Board if there are material changes in the MAT program affecting the need for Board's financial contribution.
- b) Board's grant is funded through a SOS 3.0 grant received from OhioMHAS. If this funding is not received from OhioMHAS, in whole or in part, Board's grant to the Sheriff may subject to corresponding reduction or termination.

3. Memorandum Term.

This Memorandum of Understanding shall be effective as of September 30, 2022 and shall continue until September 29, 2023 dependent on funding availability.

4. Information and Audits.

- a) The Sheriff agrees to provide such reports and data to Board as it may request to document outcomes, number of clients serviced, linkages to community providers and such other information and reports as Board may request to demonstrate accomplishment of the goals and objectives of the MOU.
- b) Both parties shall retain all documentation and public records pursuant to the laws of the State of Ohio related to the provision of funding under this MOU and provide such documentation to the other party upon request for the requesting party to fulfill its administrative and legal requirements.

5. Relationship of the Parties.

The parties are autonomous and neither party is an agent, representative, employee or partner of the other. This MOU shall not be interpreted or construed to create an association, agency, employment, joint venture or partnership between the parties or to impose any liability attributable to such a relationship upon either party.

6. Compliance with Legal Requirements.

The parties agree to perform their respective obligations under this MOU under all applicable federal, state and local laws and requirements.

7. Entire Agreement.

The parties acknowledge this MOU represents the entire agreement between the parties and supersedes any previous written or oral agreements between the parties concerning the subject of this MOU.

8. Amendment of MOU.

No change, amendment or modification of any provision of this MOU shall be valid unless set forth in a written instrument and signed by the parties.

9. Liability.

The parties agree to be and shall be solely responsible for their own negligence, actions or omissions of their respective board members, officials, officers, employees, agents, and representatives resulting from performing this MOU. Board shall have no responsibility for providing any services or for retaining or compensating any employee.

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(Copy of exhibit A is available for review at the Commissioners’ Office until no longer of administrative value.)

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

**7
RESOLUTION NO. 23-614**

IN THE MATTER OF APPROVING A CONTRACT FOR SERVICES AND A BUSINESS ASSOCIATE AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY SHERIFF, AND ROBERTSON RESEARCH INSTITUTE FOR TRAINING AND ASSESSMENTS:

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

WHEREAS, the Sheriff and Sheriff’s Office Staff recommend approval of the Contract for Services and a Business Associate Agreement with Robertson Research Institute;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Contract for Services and a Business Associate Agreement with Robertson Research Institute for training and assessments:

CONTRACT FOR SERVICES

This "Contract for Services" ("Contract") is entered into by and between Delaware County Sheriff’s Office, 149 N. Sandusky Street, Delaware, Ohio 43015, and Delaware County Board of Commissioners, 91 N. Sandusky Street, Delaware, Ohio 43015 (together referred to hereinafter as "County" or "Partner"), and Robertson Research Institute ("Provider"), P.O. Box 140274, Grand Rapids, Michigan 49514 and collectively, the "parties", on the 2nd of March, 2023.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the Partner and Provider agree as follows:

1. **Term.** The term of this Contract shall commence on the date this Contract is executed by the Partner and shall terminate on the 2nd of March 2024. This Contract may be terminated by the Partner for any or no reason upon delivery by first class U.S. mail, postage prepaid, or delivery by hand, of a written "Notice of Termination" to Provider at least seven days prior to the date of the intended early termination of this Contract.
2. **Scope of Services.** The Provider shall provide the Phase 1 Services for which are described in Protect the Protectors™ Scope of Services attached hereto as "Exhibit A".
 - 2.1. The Partner may in its sole discretion accept or reject any portion of the Services. In the event that any portion of the Services is rejected, Provider shall immediately correct such rejected Services to the reasonable satisfaction of the Partner. The review or acceptance by the Partner of any part of the Services shall not relieve Provider of its responsibility to perform any other part of the Services pursuant to the terms and conditions of this Contract.
 - 2.2. Provider agrees that this Contract for the provision of Services is not intended to be an exclusive Contract with the Partner for the provision of the type of Services described herein.
 - 2.3. Nothing set forth in this Contract requires the Partner to request a minimum amount of Services.
3. **Provider Compensation.** At the rate not to exceed Twenty Five Thousand dollars (\$25,000.00) the Partner shall pay the Provider for Services performed for Phase 1 in accordance with this Contract.

Upon approval by the Partner of this engagement for the Services hereunder, the Provider shall submit to the Partner an invoice for 100% of the pilot program fee.

The Partner shall pay such invoice within 30 days of its approval by the Partner. However, regardless of when payment is made, and notwithstanding any term set forth on the invoice and/or any other document to the contrary, the Partner shall never be obligated or liable to Provider and/or any other party for any late payment or collection costs, fees or interest charges. Notwithstanding any term or condition set forth in this Contract and/or any other document to the contrary, the total monetary obligation of the Partner under this Contract shall not exceed the total sum of Twenty Five Thousand dollars (\$25,000.00)

4. **Duty to Indemnify the Partner.** The Provider shall indemnify and hold harmless the Partner, its commissioners, officers, employees and representatives (collectively the "Indemnified Parties") from and against all claims, damages, losses, liens, causes of action, suits, judgments, and expenses (including reasonable attorney's fees and other reasonable costs of defense), of any nature, kind or description, which (a) are caused by or result from the performance of the Services by the Provider, anyone directly or indirectly employed by the Provider, any sub-contractor of the Provider, or anyone for whose acts the Provider is legally liable, and (b) are attributable to bodily

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injury, personal injury, sickness, disease or death of any person, or to damage to or destruction of property, but (c) only to the extent they are caused by any negligent, reckless or willful act, error or omission of the Provider, anyone directly or indirectly employed by the Provider, any sub-contractor of the Provider, or anyone for whose acts the Provider is legally liable. The terms and conditions of this paragraph 4 shall survive termination of this Contract for any reason.

4.1. In addition to its duties to indemnify the Partner pursuant to paragraph 4 above, Provider shall promptly correct, repair and/or replace any Services, items, work, and/or materials undertaken or installed as part of the Services and damaged and/or destroyed as a result of the fault or negligence of the Provider, its officers, employees, sub-contractors or others engaged by Provider in the performance of the Services. Such correction, repair and/or replacement shall be the sole responsibility of the Provider and at the Provider's sole expense.

4.2. Provider shall carry and maintain through the term of the Contract, without lapse, such insurance policies, including but not limited to professional liability insurance, as will protect it and the Indemnified Parties against any and all claims which may arise out of or result from the performance of or operations under this Contract. Said insurance shall, at a minimum, be of a type and amount which is customary in the industry and/or is required by law, whichever is the greater standard, and shall provide coverage for all sums the Provider may or shall become legally obligated to pay as damages, including those which accrue from the Provider's duty to indemnify the Indemnified Parties.

5. Compliance With Law. By executing this Contract, Provider acknowledges that it is in compliance with, and will remain in compliance with, all federal, state, municipal and/or other local laws, ordinances, resolutions, rules and regulations that govern this Contract and its performance.

5.1. The laws of the State of Ohio, without regard to its own "choice of law" provisions, shall govern the interpretation and construction of the terms and conditions of this Contract as well as any other claim, suit or action between the parties, whether such other claim, suit or action is based upon tort or otherwise. Any action or proceeding pertaining to this Contract or any other claim, suit or action between the parties shall be heard in a court of appropriate jurisdiction and venue located in Delaware County, Ohio.

5.2. Nothing contained in this Contract is intended to be or shall be construed to create or establish the relationship of a partnership, joint venture or other business organization between the parties hereto nor to create an agency, representative or employment relationship between the Provider or its employees and the Partner. Neither the Provider nor its employees shall be considered an employee of the Partner nor shall they acquire or be entitled to any compensation, rights, benefits and/or participation of any kind whatsoever offered by the Partner including, without limitation, participation in the Ohio Public Employees Retirement System, worker's compensation coverage and/or benefits, medical and hospital care, sick and vacation leave, unemployment compensation, disability, and severance pay. If Provider is an individual or has less than five (5) employees, Provider, in support of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete and shall have each of its employees complete an OPERS Independent Contractor Acknowledgement Form ("OPERS Form"). If Provider has five (5) or more employees, Provider, by its signature of an authorized representative below, hereby certifies such a fact in lieu of completing the Form:

Provider

5.3. Provider agrees that during the performance of this Contract, that neither it nor any sub-contractor will discriminate against any employee or qualified applicant for employment who is both available and qualified for work because of age, race, color, religion, sex, disability, creed, national origin or military veteran status. Neither the Provider nor any sub-contractor shall discriminate based upon age, race, color, religion, sex, disability, creed, national origin, or military veteran status, in any undertaking related to employment including (but not limited to) such actions as hiring, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, pay rates, compensation, and/or selection for training, including apprenticeship.

5.4. Consistent with R.C. § 307.86, this Contract is not required to be competitively bid.

6. Miscellaneous Terms. The parties each bind themselves, their successors, assigns, and legal representatives to the other party to this Contract, which represents the entire and integrated agreement between them and supersedes all prior negotiations, representations, agreements or contracts, either written or oral, between the parties.

6.1. No person or organization other than the parties hereto shall have any interest hereunder, and nothing contained herein shall be construed so as to give any person or organization other than the parties hereto any legal or equitable right, remedy or claim under or in respect to this Contract.

6.2. If any term or condition contained herein is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other term or condition contained herein, each of which shall be construed and enforced to the fullest extent of the law as if such invalid or unenforceable term or condition were not contained herein. No waiver of breach of any provision of this Contract shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Contract or any other provision hereof. No term or provision of this Contract shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and

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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. Captions or headings are for convenience only.

6.3. The parties acknowledge each of them had access to legal counsel and that each party participated materially in the negotiation and drafting of this Contract.

6.4. Neither the Partner nor its commissioners, either individually or collectively, nor any Partner official executing this Contract or any modification hereto shall be subject to any personal liability by reason of such execution.

6.5. The Provider shall not assign or transfer any right, title, or interest in this Contract without the prior written consent of the Partner, which consent may be withheld by the Partner for any or no reason.

6.6. This Contract may only be modified by a writing signed by the parties. The Contract may be executed in counterparts.

6.7. By signature of this authorized representative below, Provider certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio. Provider further certifies by its signature of an authorized representative that it is not charged with delinquent personal property taxes on the general list of personal property in Delaware County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Delaware County, Ohio.

6.8. The County and all boards, departments, offices, and agencies thereof are exempt from all federal, state, and local taxes. As such, the County shall not be invoiced for and shall not pay any taxes. A tax exempt certificate shall be provided to Provider upon request.

(A copy Exhibit A is attached to the execution copy of the Agreement and shall be retained in accordance with the applicable records retention schedule.)

BUSINESS ASSOCIATE AGREEMENT

This Agreement is entered into this 26 day of June, 2023, by and between Robertson Research Institute, P.O. Box 140274, Grand Rapids, Michigan 49514 (referred to hereinafter as "Business Associate") and Delaware County Sheriff's Office, 149 N. Sandusky Street, Delaware, Ohio 43015, and Delaware County Board of Commissioners, 91 N. Sandusky Street, Delaware, Ohio 43015 (together referred to hereinafter as "County"). The parties are entering into this agreement in consideration of the mutual promises contained herein and for other good and valuable consideration.

This Agreement shall be in effect for as long as the County and Business Associate have a separate Underlying Service Contract as that term is defined in Section 1.

WHEREAS, the County will make available and/or transfer to the Business Associate confidential, personally identifiable health information in conjunction with Business Associate's Protect the Protector's Service Agreement; and

WHEREAS, such information may be used or disclosed only in accordance with the privacy regulations [45 CFR §§ 164.502(e); 164.504(e)] issued pursuant to the Health Insurance Portability and Accountability Act [42 USC §§ 1320 - 1320d-8], the American Recovery and Reinvestment Act of 2009 and the terms of this Agreement, or more stringent provisions of the law of the State of Ohio;

1. Definitions

Catch-all definition:

- a. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

- b. *Applicable Law* means Federal and Ohio law which applies to transactions and entities covered by this Agreement.
- c. *Applicable Requirements* means all of the following:
 - i. applicable law
 - ii. policies and procedures of the County which are consistent with applicable law and which apply to information covered by this Agreement and
 - iii. the requirements of this Agreement.

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- d. *ARRA* means the American Recovery and Reinvestment Act of 2009.
 - e. *Business Associate* means the same as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, means Robertson Research Institute.
 - f. *HIPAA* means the Health Care Portability and Accountability Act of 1996, 42 USC §§ 1320 - 1320d-8 and regulations promulgated thereunder as may be amended.
 - g. *HIPAA Rules* means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
 - h. *Individual* includes the individual receiving services from the County and the Personal Representative selected by the individual or other person legally authorized to act on behalf of the individual.
 - i. *Protected Health Information* (“PHI”) is information received from or on behalf of the Covered Entity that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health and Human Services, specifically 45 CFR 164.501, and any amendments thereto.
 - j. *Underlying Service Contract* means the contract entered into between the County and the Business Associate for the provision of the Protect the Protector’s Program.
2. The Business Associate is acting as an independent contractor for all functions set forth in this Business Associate Agreement. Nothing in this Business Associate Agreement shall be construed to give the County any right to control the Business Associate's conduct in the course of performing a service on behalf of the County.
 3. The County shall provide to the Business Associate a copy of the current Notice of Privacy Practices and any relevant information on changes to or agreed upon restrictions relating to legal permissions for the use or disclosure of PHI.
 4. This Business Associate Agreement states terms and conditions which are in addition to those in the Underlying Service Contract. Nothing in this Agreement shall be interpreted to change the terms of the Underlying Service Contract except to the extent that such a change is specifically required under the terms of this Agreement.
 5. The Business Associate agrees that it shall not receive, create, use or disclose PHI except in accordance with applicable requirements, including, without limitation, all HIPAA Rules applicable to covered entities and business associates, and as follows:
 - a. As necessary in order to provide the services of the Underlying Service Contract;
 - b. If necessary for the proper management and administration of the Business Associate or to carry out legal responsibilities of the Business Associate. PHI may only be disclosed to another person/entity for such purposes if:
 - Disclosure is required by law; or
 - Where the Business Associate obtains reasonable assurances from the person to whom disclosure is made that the PHI released will be held confidentially, and only may be used or further disclosed as required by law or for the purposes of the disclosure; and
 - the person/entity agrees to notify the Business Associate of any breaches of confidentiality;
 - c. To permit the Business Associate to provide data aggregation services relating to the health care operations of the County.
 6. The Business Associate and the County agree that neither of them will request, use or release more than the minimum amount of PHI necessary to accomplish the purpose of the use, disclosure, or request.
 7. The Business Associate shall establish, use, and maintain appropriate safeguards to prevent any unauthorized use or disclosure of PHI and shall comply with the HIPAA Rules and requirements regarding security of electronic PHI including, without limitation, the requirements of 45 CFR §§ 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), and 164.316 (policies, procedures and documentation).
 8. The Business Associate shall report to the County any unauthorized uses/disclosures of which it becomes aware, including unauthorized uses/disclosures by subcontractors, and shall take all reasonable steps to mitigate the potentially harmful effects of such unauthorized uses/disclosures.

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- Such report shall be made immediately but not later than 30 days after discovery of the unauthorized uses/disclosures. The report of the unauthorized uses/disclosures, shall include the following information:
- a. A brief description of what happened, including the date of the unauthorized uses/disclosures and the date of the discovery of the unauthorized uses/disclosures, if known;
 - b. A description of the types of unsecured PHI involved in the unauthorized uses/disclosures (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - c. Any steps individuals should take to protect themselves from potential harm resulting from the unauthorized uses/disclosures;
 - d. A brief description of what the Business Associate is doing to investigate the unauthorized uses/disclosures, to mitigate harm to individuals, and to protect against any further unauthorized uses/disclosures.
9. The Business Associate shall ensure that any of its subcontractors and agents that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information, and shall give prior notice to the County of any subcontractors or agents who are to be given access to PHI.
10. The Business Associate shall make all PHI and related information in its possession available as follows:
- a. To the County, to the extent necessary to permit the County to fulfill any obligation of the County to allow access for inspection and copying in accordance with the provisions of 45 CFR § 164.524, including, without limitation, requirements for providing records PHI in electronic form;
 - b. To the County, to the extent necessary to permit the County to fulfill any obligation of the County to account for disclosures of PHI in accordance with 45 CFR § 164.528.
11. The Business Associate shall make PHI available to the County to fulfill the County's obligation to amend PHI and related information in accordance with 45 CFR § 164.526, and shall, as directed by the County, incorporate any approved amendments to PHI or related statements into the information held by the Business Associate and any subcontractors or agents.
12. The Business Associate shall make its internal practices, books, and records relating to the use or disclosure of information received from or on behalf of the County available to the U. S. Secretary of Health and Human Services, or the Secretary's designee, for purposes of determining the County's compliance with the HIPAA Rules, and any amendments thereto.
13. Upon request by an individual, the Business Associate shall account for all disclosures related to such individual made by the BA pursuant to the HIPAA Rules, including, without limitation, accountings required under 45 CFR 164.528.
14. Upon termination of this Agreement, the Business Associate shall, at the option of the County, return or destroy all PHI created or received from or on behalf of the County. The Business Associate shall not retain any copies of PHI except as required by law. If PHI is destroyed, the Business Associate shall provide the County with appropriate documentation/certification evidencing such destruction. If return or destruction of all PHI, and all copies of PHI, is not feasible, the Business Associate shall extend the protections set forth in applicable HIPAA Rules to such information for as long as it is maintained. Termination of this Agreement shall not affect any of its provisions that, by wording or nature, are intended to remain effective and to continue in operation.
15. The PHI and any related information created or received from or on behalf of the County is and shall remain the property of the County. The Business Associate agrees that it acquires no title in or rights to the information, including any de-identified information.
16. Any non-compliance by the Business Associate or County with the terms of this Agreement or the HIPAA Rules shall be a breach of this Agreement. If either the Business Associate or County knows of such a breach, each shall take immediate and reasonable steps to cure the non-compliance. In the event that such breach continues, this Agreement shall terminate immediately.
17. Notwithstanding any rights or remedies under this Agreement or provided by law, the County retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of PHI by the Business Associate, any of its subcontractors or agents, or any third party who has received PHI from the Business Associate.

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- 18. This Agreement shall be binding on the parties and their successors, but neither party may assign the Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.
- 19. The obligations to safeguard the confidentiality and security of PHI imposed herein shall survive the termination of this Agreement.
- 20. Any ambiguities in this Agreement shall be resolved in favor of an interpretation that promotes compliance with HIPAA and regulations promulgated thereunder. The parties agree that any modifications to those laws shall modify the obligations of the parties hereunder without the need for formal amendment of the Agreement. Any other amendments to this Agreement shall not be effective without the written agreement of both parties.
- 21. Any notice to the other party pursuant to this Agreement shall be deemed provided if sent by first class United States mail, postage prepaid, as follows:
 - To the County: *David Wiseman
Chief Deputy
149 N. Sandusky Street, Delaware, OH 43015*
 - To the Business Associate: *Joel Robertson
President
3061 Ridge Port Dr NW, Grand Rapids, MI 49544*
- 22. Authority. 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.
- 23. Severability. The invalidity of any portion of this document shall not invalidate the remainder, and the remainder shall continue in full force and effect.
- 24. Indemnification. Business Associate shall indemnify, hold harmless and defend the County from and against all claims, losses, liabilities, costs, and other misrepresentation, breach of warranty or non-fulfillment of any undertaking outlined in this Agreement; and any claims, demands, awards, judgments, actions and proceedings made by any person or organization, arising out of or in any way connected with the Business Associate's performance under this Agreement.

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

**8
RESOLUTION NO. 23-615**

IN THE MATTER OF APPROVING AN AGREEMENT AND ADDENDUM BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY SHERIFF AND ACLOCHÉ STAFFING SERVICES:

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

WHEREAS, the Sheriff and Sheriff's Office Staff recommend approval of the agreement and addendum with Acloché Staffing Services;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the agreement and addendum with Acloché Staffing Services:

STAFFING SERVICES AGREEMENT

This STAFFING SERVICES AGREEMENT hereinafter referred to as "Agreement" is entered into and shall be effective as of the 24th day of July, 2023 by and between, Acloche LLC, an Ohio Limited Liability Company hereinafter referred to as "Acloche", and Delaware County Sheriff's Office a(n) Ohio Company hereinafter referred to as "Client".

WHEREAS, Acloche is engaged in the business of assigning employees to perform services for clients and providing related human resource services and management; and

WHEREAS, Client desires to engage Acloche to provide such services;

THEREFORE, in consideration of the promises, and of the mutual covenants hereinafter set forth, and intending to be legally bound hereby, the parties hereto agree as follows:

1) **DEFINITIONS:**

- a) For purposes of this Agreement, "Client" refers to and includes the entity named above and its parents, subsidiaries, affiliates and successors. This includes Client's facilities located at 149 North Sandusky

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Street, Delaware, Ohio 43015

- b) For purposes of this Agreement, "Acloche" refers to and means Acloche LLC, and its parents, subsidiaries, affiliates, and successors.
- c) For the purposes of this Agreement, "Assigned Employee(s)" shall mean individuals provided to Client by Acloche pursuant to the terms of this Agreement, including but not limited to temporary, supplemental and contingent staff.

2) **DUTIES OF ACLOCHE:**

- a) Acloche shall provide to Client the services of Assigned Employee(s) as requested by Client. Client shall use the services of Acloche as a provider of Assigned Employee(s) for the position(s) set forth on **Exhibit A** for Client. Acloche, as the common-law employer of Assigned Employee(s), shall manage the provision of services to Client in accordance with the provisions of this Agreement.
- b) Acloche agrees to assume full responsibility for paying, withholding and transmitting payroll taxes; making unemployment contributions; and handling unemployment and workers' compensation claims involving Assigned Employee(s) with respect to compensation that Acloche has agreed to pay. Assigned Employee(s) shall not be entitled to holidays, vacations, disability, insurance, pensions or retirement plans, or any other benefits offered or provided by Client to its direct employees, unless otherwise set forth on **Exhibit A**.
- c) Acloche shall comply with federal, state and local labor and employment laws applicable to Assigned Employee(s), including the Immigration Reform and Control Act of 1986 ("IRCA"); the Internal Revenue Code ("Code"); the Employee Retirement Income Security Act ("ERISA"); the Health Insurance Portability and Accountability Act ("HIPAA"); the Family Medical Leave Act ("FMLA"); Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act ("ADA"); the Fair Labor Standards Act ("FLSA"); the Consolidated Omnibus Budget Reconciliation Act ("COBRA"); the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"), and the Patient Protection and Affordable Care Act ("ACA").
- d) Acloche, as the common-law employer, has the right to physically inspect the work site and work processes; to review and address, unilaterally or in coordination with Client, Assigned Employee(s) work performance issues; and to enforce Acloche's employment policies relating to Assigned Employee(s) conduct at the worksite.
- e) Acloche will take necessary steps to assure that Assigned Employee(s) perform services hereunder subject to and in accordance with the provisions of Client's regular policies governing professional conduct, safety, dress, working hours, attendance, punctuality, solicitations, smoke-free workplace, workplace violence and bullying, and other on-site policies which are reasonably necessary to the performance of services by the Assigned Employee(s) under this Agreement ("Client Policies"). Contingent upon Client providing written policies to Acloche, Acloche will be solely responsible for enforcement of said Client Policies with respect to the Assigned Employee(s). Assigned Employee(s) shall not be subject to other policies of Client, including but not limited to, disciplinary procedures, time off, leave, or other employment policies of Client.
- f) Acloche may, in its discretion, reasonably terminate, assign or reassign Assigned Employee(s) to provide services under this Agreement, including but not limited to, such termination, assignment or reassignment in connection with discipline under Acloche employment policies, administration of Acloche's time-off, leave and related policies, and otherwise in connection with the conduct of Acloche's business. Such matters are and shall remain solely within the control of Acloche in connection with the Assigned Employee(s).

3) **DUTIES OF CLIENT:**

- a) Acloche will invoice Client for services provided in accordance with this Agreement on a weekly basis, including any applicable taxes. Payment shall be due upon receipt of the invoice. Client's signature on Acloche's timesheets certifies that the hours shown are correct and that the work was performed to Client's satisfaction and authorizes Acloche to bill Client for the hours worked by the named Assigned Employee(s).
- b) Acloche's service rates by position(s) are attached as **Exhibit A**, which is incorporated by reference herein. In the event a portion of any invoice is disputed, the undisputed portion shall be paid. Client acknowledges and agrees that in the event any Assigned Employee(s) works more than forty (40) hours in any work week for Client, such Assigned Employee(s) is entitled to overtime compensation as provided by law and Client agrees to an increase in the bill rate to reflect such additional compensation plus applicable markup.
- c) Client agrees to pay upon receipt of invoice and to pay late charges on any unpaid balances after net 15 days from the invoice date at the rate of 1.5% per month (Annual Percentage Rate of

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- 18%) or the maximum legal rate, whichever is higher.
- d) Client agrees to properly supervise Assigned Employee(s) performing its work and be responsible for its business operations, products, services and intellectual property.
 - e) Client shall provide Assigned Employee(s) with a safe worksite and provide appropriate information, training and safety equipment with respect to any hazardous substances or conditions to which Assigned Employee(s) may be exposed.
 - f) Client agrees to permit and participate in regular worksite safety inspections by Acloche personnel, and Client further agrees to investigate and, as appropriate, abate any reported worksite hazards.
 - g) Client agrees to not change Assigned Employee(s) job duties without Acloche's express prior written approval, which shall not be withheld unreasonably.
 - h) Client agrees, unless otherwise specified in writing, to assume sole responsibility for providing and fully documenting any and all site-specific safety training and task-related training and orientation necessary to any Assigned Employee(s) for the performance of job duties. Client further agrees to provide training documentation for Assigned Employee(s) to Acloche upon written request.
 - i) Client agrees that it will not entrust Assigned Employee(s) with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, social security numbers, bank account numbers, non-public personally identifiable information, negotiable instruments or other valuables without the express prior written permission of Acloche.
 - j) Client agrees that it will not assign Assigned Employee(s) to perform any of the following tasks without the express prior written permission of Acloche: lifting of items weighing in excess of fifty (50) pounds; work three (3) feet above floor level; work below ground level; work requiring the use of a respirator; work in a confined space, or work involving the handling of hazardous substances as defined by OSHA. Client agrees that at no time will Assigned Employee(s) be permitted to use inappropriately unguarded machinery.
 - k) Client will not request or permit any Assigned Employee(s) to use any vehicle (with the exception of forklifts pursuant to the terms below), regardless of ownership, in connection with the performance of services for Client.
 - l) Client agrees that it will not assign any Assigned Employee(s) to operate a forklift, or similar industrial powered truck, unless Acloche has expressly notified Client, in writing, that the Assigned Employee(s) has been preregistered as a certified forklift operator, or unless Client has provided and documented OSHA-approved forklift operator training and certification.
 - m) Client agrees that any losses, casualties or damages caused directly or indirectly by any Assigned Employee(s) as a result of Client entrusting the Assigned Employee(s) with any of the items or activities listed above without prior written permission of Acloche shall be the sole responsibility of Client.
 - n) Client will not have the authority or right to, and shall not, discipline, counsel, correct, reprimand, suspend, or terminate any Assigned Employee(s) in connection with the performance of services hereunder. Client shall, as soon as reasonably possible, but in any event within one (1) business day, refer to Acloche any and all disciplinary matters which arise concerning any of the Assigned Employee(s), including but not limited to unsatisfactory performance of duties or an alleged failure of any of Assigned Employee(s) to follow Client Policies, and Acloche shall be solely responsible for disciplining any of the Assigned Employee(s), up to and including removal, reassignment or termination. Client shall not remove or cause the removal of any of Assigned Employee(s) from the workplace or job site without Acloche's prior express written consent, except in an emergency, such as, by way of example and not limitation, circumstances reasonably requiring immediate removal of the Assigned Employee(s) for safety reasons, in situations involving workplace violence, to prevent injury or property damage, or in situations reasonably requiring summoning of law enforcement authorities. In emergency circumstances, Client will notify Acloche of such removal as soon as administratively possible.
- 4) **GUARANTEE OF RATES:** Acloche guarantees the service rates as set forth in **Exhibit A** through July, 2024, unless there is an increase in payroll taxes or benefits, up to and including government mandated cost increases.

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5) INDEPENDENT CONTRACTOR:

- a) The services which Acloche shall render under this Agreement shall be as an independent contractor with respect to each other and to Client. Nothing contained **in** this Agreement shall be construed to create the relationship of principal and agent, or employer and employee, between Acloche and Client.
- b) Acloche shall provide workers' compensation insurance coverage for Assigned Employee(s) to the extent that liability is not limited pursuant to other factors. The parties agree to immediately notify each other of any injury or accidents or any claim for workers' compensation benefits involving Assigned Employee(s).

- 6) **OSHA COMPLIANCE:** Because Client controls the facilities in which Assigned Employee(s) works, it is agreed that Client is primarily responsible for compliance with the Occupational Safety and Health Act and comparable state laws and regulations to the extent those laws apply to Assigned Employee(s) assigned to Client's facility. Additionally, Client will be responsible for including Assigned Employee(s) on their OSHA 300 logs for any recordable injuries occurring in their facilities, per OSHA Standard Number 1904.31(b)(2).

- 7) **EEO COMPLIANCE:** Client and Acloche affirm and agree that they are equal employment opportunity employers and are in full compliance with any and all applicable anti-discrimination laws, rules and regulations. Client and Acloche agree not to harass, discriminate against or retaliate against any employee of the other because of his or her race, national origin, age, sex, religion, disability, marital status or other category protected by law; nor shall either party cause or request the other party to engage in such discrimination, harassment, or retaliation. In the event of any complaint of unlawful discrimination, harassment or retaliation by or against any Assigned Employee(s), Client and Acloche agree to cooperate in the prompt investigation and resolution of such complaint.

- 8) **FMLA COMPLIANCE:** Client and Acloche agree that for purposes of all statutory and regulatory requirements for employee leaves of absence, including the Family and Medical Leave Act and any similar state or local law, Client and Acloche shall cooperate in compliance with any such requirements.

- 9) **CONFIDENTIALITY:** Acloche and Client acknowledge that it or its Assigned Employee(s) may be given access to or acquire information which is proprietary to or confidential to Client or Acloche or its affiliated companies and their clients and customers. Any and all such information obtained by either party shall be deemed to be confidential and proprietary information. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purposes whatsoever other than the providing of services under this Agreement.

10) TERM AND TERMINATION:

- a) This Agreement shall be for an initial term of 1 year(s) from the effective date of this Agreement. This Agreement shall be automatically renewed for successive one-year terms unless modified or terminated in accordance with the provisions of this Agreement. The parties agree to waive any notice prior to automatic renewal of this Agreement that may be required by state law.
- b) This Agreement may be terminated by either party upon 30 days' written notice to the other party. Such notice shall be personally delivered or sent by recognized overnight courier or by certified mail, return receipt requested, and shall be effective when received as follows:
- c) Notwithstanding any other provision of this Agreement, if Client terminates this Agreement, or notifies Acloche of its intent to terminate this Agreement, and Client desires to have all or some of the Assigned Employee(s) continue to work at Client's facilities, Client shall pay Acloche the conversion fee as set forth in the Conversion Fee Schedule in **Exhibit A** for each Assigned Employee(s) then assigned to Client.

- 11) **NON-SOLICITATION:** During the term of this Agreement and for a period of one (1) year following the termination of the Agreement, both Acloche and Client agree not to solicit or attempt to solicit for employment any employee of the other party of this Agreement.

12) MISCELLANEOUS:

- a) **Amendments:** No provision of this Agreement may be amended or waived unless such amendment or waiver is agreed to in writing and signed by the parties.
- b) **Choice of Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.
- c) **Waiver:** The waiver by a party of any breach or violation of any provision of this Agreement, shall not operate or be construed as a waiver of any subsequent breach or violation hereof.
- d) **Survival:** The respective obligations of the parties under this Agreement which by their nature or terms will continue beyond the termination of this Agreement, shall survive any termination or

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expiration of this Agreement.

EXHIBIT A

Staffing Program

Service	Details	Cost to Client
E-Verify	All Assigned Employee(s) will be confirmed for work eligibility through E-verify, an internet-based system operated by the United States Citizen and Immigration Service (USCIS) that establishes compliance with 1-9 documentation and eligibility to work in the United States.	Included in Service Rate
Enhanced Screening	At Acloche we believe that selecting individuals with the greatest likelihood of success is dependent upon more than good instinct; it requires utilization of proven tools and methods. Acloche has created a customized internal screening process that will ensure Assigned Employee(s) are screened to Client specifications.	Included in Service Rate
Criminal History	Hiring determinations are made based on the individual circumstances and overall qualifications of each individual applicant; applicants with prior convictions for acts of theft, violence, or dishonesty may not be eligible for hire. Applicants are checked against multiple databases to include detail from all 50 states, National Security Registries, State Repositories and Administrative Offices of the Courts, individual County Courts, Sex Offender Registries, Department of Corrections Records, and International Sanctions Lists.	Included in Service Rate

Rate Schedule

Position	Service Rate
Clerical/File Clerk	43%

Conversion Fee Schedule

Length of Service	Fee Amount (Percentage of Annual Compensation)
Direct Hire	25%
< 160 hours-worked	20%
161- 320 hours worked	15%
321 - 480 hours worked	10%
481 - 640 hours worked	5%
> 640hours worked	Fee Waived

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1. Taxes.

Delaware County, Ohio is a political subdivision and tax exempt. ACLOCHE shall not charge the SHERIFF any tax and agrees to be responsible for all tax liability that accrues to ACLOCHE as a result of this Contract and the Services that ACLOCHE provides to the SHERIFF pursuant to this Contract. The SHERIFF shall, upon request, provide ACLOCHE with proof of exemption.

2. Renewal.

Upon written agreement of the Parties, this Contract may be renewed for successive one (1) year periods subject to the same terms and conditions provided herein and upon any such terms and conditions as may be specifically agreed upon, added and / or amended in writing by the Parties.

3. Confidentiality.

ACLOCHE, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of ACLOCHE, or divulge, disclose, or communicate in any manner, any information that is proprietary to SHERIFF or that is confidential pursuant to law. ACLOCHE and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

Upon termination of this Contract, ACLOCHE will return to SHERIFF all records, notes, documentation and other items that were used, created using SHERIFF materials, or controlled by ACLOCHE during the term of this Contract. Notwithstanding the foregoing, such materials will not include any work of authorship which was fixed in a tangible medium of expression by ACLOCHE prior to the Effective Date, any intellectual property or other proprietary or trade secret information conceived or originated by ACLOCHE prior to the Effective Date, or any discovery, concept, or idea conceived, created, or acquired by Contractor or its officers, employees, agents and the like prior to the Effective Date.

4. Governing Law.

This Contract shall be construed in accordance with the laws of the State of Ohio and all legal disputes arising from this Contract shall be filed in and heard before the courts of Delaware County, Ohio.

5. Assignment and Subcontracting.

The Parties may not assign, subcontract, or transfer this Contract.

6. Access to Records.

At any time, during regular business hours, with reasonable notice, and as often as the SHERIFF or other agency or individual authorized by the SHERIFF may deem necessary, ACLOCHE shall make available to the SHERIFF and/ or individual authorized by the SHERIFF all books, records, documents, papers, subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other information or data relating to all matters covered by this Contract. The SHERIFF and/or individual authorized by the SHERIFF shall be permitted by the Contractor to inspect, audit, make excerpts, photo static copies, and/or transcripts of any and all such documents relating to all matters covered by this Contract. ACLOCHE acknowledges that Ohio's Public Records laws applies to this agreement and agrees not to assert any claim that would interfere with SHERIFF complying with a valid public record's request. Notwithstanding the foregoing, and unless otherwise required by applicable statute, such materials will not include any work of authorship which was fixed in a tangible medium of expression by ACLOCHE prior to the Effective Date, any intellectual property or other proprietary or trade secret information conceived or originated by ACLOCHE prior to the Effective Date, or any discovery, concept, or idea conceived, created, or acquired by Contractor or its officers, employees, agents and the like prior to the Effective Date.

7. Retention of Records.

ACLOCHE shall retain and maintain for a minimum of three (3) years after reimbursement/compensation for Services rendered under this Contract all books, records, documents, papers, subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other information or data relating to all matters covered by this Contract. If an audit, litigation, or other action is initiated during the time period of this Contract or the retention period, the Contractor shall retain and maintain such records until the action is concluded and all issues are resolved or the three (3) years have expired, whichever is later.

8. Campaign Finance- Compliance with RC§ 3517.13.

Ohio Revised Code Section 3517.131(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association,

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including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in said sections of the Revised Code are in compliance with the applicable provisions of section 3517.13 of the Revised Code. ACLOCHE therefore, is required to complete the attached certificate/affidavit entitled "Certification/Affidavit in Compliance With O.R.C. Section 3517.13." Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the SHERIFF from entering, proceeding with, and/or performing the Contract. Such certification is attached to this Contract as Exhibit A and by this reference made a part of this Contract.

9. Certification for Findings for Recovery.

By signature of its representative below, ACLOCHE hereby certifies that it is not subject to any current unresolved findings for recovery pending with or issued by the Ohio Auditor of State.

10. Insurance.

ACLOCHE shall carry and maintain throughout the life of the Contract such bodily injury and property damage liability insurance as will protect it and the Indemnified Parties against any and all claims for personal injury, including death, or property damage, which may arise out of or result from the performance of or operations under this Contract or from the use of any vehicle(s) in connection therewith, and shall include coverage for the indemnification as described above.

Prior to commencement of this Contract, ACLOCHE shall present to the SHERIFF current certificates of insurance, and shall maintain current such insurance during and throughout the entire term of this Contract and until the Services are complete. Said insurance shall, at a minimum, include the insurance specified below and the amount of coverage on said policies of insurance shall be at least that which is specified below:

Commercial General Liability Insurance with coverage in an amount equal to and covering all sums which ACLOCHE may or shall become legally obligated to pay as damages, but in an amount providing for a minimum of or at least one million dollars (\$1,000,000.00) coverage per occurrence with an annual aggregate of at least two million dollars (\$2,000,000.00), including coverage for subcontractors, if any are used, covering any and all work performed under this Contract.

Auto/Vehicle Liability Insurance covering all owned, leased, non-owned, and/or hired vehicles used in providing the Services, used in connection with the Services, and/or otherwise for the SHERIFF and/or the Sheriff with coverage in an amount equal to that required by law and covering all sums which ACLOCHE may or shall become legally obligated to pay as damages, but in an amount providing for minimum coverage of at least three hundred thousand dollars (\$300,000.00) (Combined Single Limit) or, one hundred thousand dollars (\$100,000.00) per person and three hundred thousand dollars (\$300,000.00) per accident for bodily injury and one hundred thousand dollars (\$100,000.00) per accident for property damage or more as may be required for particular vehicles or particular uses of vehicles as required by applicable law.

The SHERIFF shall be named as "Additional Insured" on the policies listed in paragraphs A and B above.

ACLOCHE shall be responsible for any and all premiums for all required policy(ies) of insurance.

The insurance company needs to be identified for each insurance policy and coverage. The certificates of insurance are to be signed by a person authorized by the insurance company to bind coverage on its behalf.

All insurance shall be written by insurance companies licensed to do business in the State of Ohio and in good standing with the Ohio Department of Insurance.

The above required insurance coverage shall be primary insurance as respects the Indemnified Parties and any insurance maintained by the Indemnified Parties shall be excess to the above required insurance and shall not contribute to it.

The insurer shall provide thirty (30) days written notice to the Sheriff of Commissioners ("Sheriff") before any cancellation or non-renewal of insurance coverage. Failure to provide such written notice will obligate the insurer to provide coverage as if cancellation or non-renewal did not take place.

If there is any change in insurance carrier or liability amounts, a new certificate of insurance must be provided to the Sheriff within seven (7) calendar days of change.

In addition to the rights and protections provided by the insurance policies as required above, the SHERIFF and the Sheriff shall retain any and all such other and further rights and remedies as are available at law or in equity.

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11. Worker's Compensation Insurance.

ACLOCHE shall carry and maintain throughout the life of the Agreement Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed. ACLOCHE shall be responsible for any and all premiums for such policy(ies). At any time throughout the life of the Agreement the SHERIFF or Sheriff may request proof of such insurance or of ACLOCHE's exemption from the requirements for such insurance. Proof of such insurance shall be promptly provided upon its request.

12. Independent Contractor Acknowledgement/No Contribution to OPERS.

The SHERIFF and Delaware County, Ohio (for purposes of this section collectively "County") are public employers as defined in R.C. § 145.01(D). The County has classified ACLOCHE as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System ("OPERS") for or on behalf of ACLOCHE and/or any of its officers, officials, employees, representatives, agents, and / or volunteers for services and/or deliverables rendered and / or received under or pursuant to this Contract. ACLOCHE acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. If ACLOCHE is an individual or has less than five (5) employees, ACLOCHE, in support of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete and shall have each of its employees complete an OPERS Independent Contractor Acknowledgement Form ("Form"). The Form is attached hereto as Exhibit Band by this reference is incorporated as a part of this Contract. The SHERIFF shall retain the completed Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

If ACLOCHE has five (5) or more employees, ACLOCHE, by signature of its representative below, hereby certifies such fact in lieu of completing the Form:

13. Non-discrimination.

ACLOCHE certifies and agrees as follows:

ACLOCHE, all subcontractors, and/or any person acting on behalf of ACLOCHE or any subcontractor shall comply with any and all applicable federal, state, and/or local laws prohibiting discrimination and providing for equal opportunity.

ACLOCHE, all subcontractors, and/or any person acting on behalf of ACLOCHE or any subcontractor shall not in any way or manner discriminate on account of race, color, religion, sex, age, disability, handicap, sexual orientation, gender identity, or military status as defined in R.C. § 4112.01, national origin, or ancestry.

14. Accessibility.

ACLOCHE certifies and agrees as follows:

ACLOCHE, all subcontractors, and/or any person acting on behalf of ACLOCHE or any subcontractor shall make all services/programs provided pursuant to this Contract accessible to the disabled/handicapped.

ACLOCHE, all subcontractors, and/or any person acting on behalf of ACLOCHE or any subcontractor shall comply with any and all applicable federal, state, and/or local laws mandating accessibility and Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto.

15. Headings.

The subject headings of the paragraphs in this Contract are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

16. Certification Regarding Personal Property Taxes.

By signature of its representative below, ACLOCHE hereby certifies that it is not charged with delinquent personal property taxes on the general list of personal property in Delaware County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Delaware County, Ohio.

17. Drug Free Environment.

ACLOCHE agrees to comply with all applicable federal, state, and local laws regarding drug- free and

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smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. ACLOCHE shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

18. Statement Regarding Conflicts of Interest.

The Provider is unaware of and certifies that there are no conflicts of interest, either involving it or its employees, that would prohibit the Provider from entering this Agreement and agrees to immediately notify the Provider when and if it becomes aware of any actual or potential conflict(s) of interest that arise during the term of the Agreement.

19. No Exclusivity

ACLOCHE shall not be the exclusive provider of the crime analysis services to the SHERIFF. SHERIFF, in its sole discretion, may utilize other contractors to perform/ provide the same or similar services.

20. No Competitive Bidding

Consistent with R.C. § 307.86 and the requirements of such statute, this Contract is not required to be competitively bid.

21. Prevailing Provisions

In the event of a conflict between provisions of this addendum and other provisions, the provisions of this addendum shall prevail.

22. County Policies

The Contractor shall be bound by, conform to, comply with, and abide by all current applicable Delaware County policies, including, but not limited to, the Contractor Safety Policy, Computer Use Policy, Social Media Policy, and Internet Use Policy (collectively "County Policy") and shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with County Policy and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Contractor or any of its employees to comply with County Policy. Copies of County Policy 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 County Policy at any time and without notice.

23. Drafting, Counterparts, and Signatures.

This Contract shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary. This Contract may be executed in counterparts. Any person executing this Contract in a representative capacity hereby warrants that he/ she has authority to sign this Contract or has been duly authorized by his/ her principal to execute this Contract on such principal's behalf and is authorized to bind such principal.

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

**9
RESOLUTION NO. 23-616**

IN THE MATTER OF APPROVING AN ALTERNATIVE SCHEDULE OF VACATION LEAVE FOR THE EMERGENCY MEDICAL SERVICES FIELD CAPTAINS:

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

WHEREAS, pursuant to section 325.19(F) of the Revised Code, any appointing authority of a county office may establish an alternative schedule of vacation leave for employees of the appointing authority for whom the state employment relations board has not established an appropriate bargaining unit pursuant to section 4117.06 of the Revised Code, as long as the alternative schedules are not inconsistent with the provisions of at least one collective bargaining agreement covering other employees of that appointing authority, if such an agreement exists; and

WHEREAS, the collective bargaining agreement covering the Delaware County Department of Emergency Medical Services ("DCEMS") collective bargaining unit employees provides for an alternative schedule of vacation leave; and

WHEREAS, the County Administrator and the Deputy County Administrators recommend the Delaware County Board of Commissioners establish an alternative schedule of vacation leave for the DCEMS field captains that are not in a collective bargaining unit but that work schedules similar to DCEMS collective

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10**RESOLUTION NO. 23-617**

IN THE MATTER OF APPROVING BID DOCUMENTS AND SETTING THE BID DATE FOR THE PROJECT KNOWN AS THE CDBG PY2020 ACTIVITY 2 PARKING, DRAINAGE, & RELATED IMPROVEMENTS FOR KILBOURNE PLANNED COMMERCIAL DISTRICT:

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

WHEREAS, the Delaware County Board of Commissioners (the "Board") approved the Program Year 2020 Community Development Block Grant Agreement B-F-20-1AT-1 with the Ohio Development Services Agency, per Resolution No. 20-932 and amended by Resolution No. 23-564, which includes the project known as the CDBG PY2020 Parking, Drainage, & Related Improvements for Kilbourne Planned Commercial District (the "Project"); and

WHEREAS, the Delaware County Department of Economic Development has worked with Gandee Heydinger Group, LLC, to prepare all necessary bid documents for the Project;

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

Section 1. The Board hereby approves the bid documents for the Project, which are on file with the Delaware County Department of Economic Development.

Section 2. The Board hereby authorizes the advertisement for bids to be published in the Delaware Gazette and on the Delaware County website under Public Notices and Bids, in substantially the following form:

ADVERTISEMENT FOR BIDS

**Delaware County Commissioners
Delaware, Ohio**

**Parking, Drainage, & Related Improvements for
Kilbourne Planned Commercial District**

General Notice

Delaware County Commissioners (Owner) is requesting Bids for performance of the following Project in accordance with Bidding Documents prepared by Gandee Heydinger Group, LLC (Engineer):

**Parking, Drainage, & Related Improvements
18-050-02**

Bids will be received at the **Delaware County Commissioner's Office in 2nd Floor Conference Room located at 91 North Sandusky Street, Delaware, Ohio, 43015 until Thursday, August 10, 2023 at 2:00 PM** local time. Bids received will then be **publicly** opened and read; Bids received after this date and time will be returned to Bidder unopened.

Project includes the following Work:

Provision of concrete sidewalks, drainage systems, and parking lot.

Estimate of Cost (Base Bid and Alternates) for this Project is \$230,000. Prevailing Wage under the Davis-Bacon Act are applicable to this Project.

Obtaining Bidding Documents

Issuing Office for Bidding Documents is:

**Gandee Heydinger Group, LLC
5676 St. Rte. 521
Delaware, Ohio 43015
(614) 338-9799
Jill Schultz (jschultz@gandee.net)**

Prospective Bidders may obtain an electronic copy of Bidding Documents from Issuing Office by email at no charge (Adobe PDF format, readable by Adobe Acrobat Reader [Version Adobe Acrobat DC or later] by attachment or through provision of a link). Neither Owner nor Engineer will be responsible for sets of Bidding Documents, including addenda, if any, obtained from sources other than Issuing Office.

DOMESTIC STEEL USE REQUIREMENTS AS SPECIFIED IN OHIO REVISED CODE SECTION 153.011 APPLY TO THIS PROJECT.

Bidders are encouraged to be enrolled in and to be in good standing in a Drug-Free Safety Program ("DFSP") approved by Ohio Bureau of Workers' Compensation ("OBWC") prior to submitting a Bid and provide, on Bid Form with its Bid, certain information relative to enrollment in such a program; and, if awarded a Contract, shall comply with other DFSP criteria described in Article 22 of Instructions to Bidders.

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Equal Employment Opportunity requirements are applicable to this Project. Bidder may be subject to Pre-Award Affirmative Action Compliance Review in accordance with Ohio Revised Code.

Pre-Bid Meeting

A pre-bid meeting for the Project will be held on **Tuesday, August 1, 2023 at 2:00 PM** local time at **5676 State Route 521, Delaware, Ohio 43015**. Attendance at pre-bid meeting is encouraged but not required.

Instructions to Bidders

For further requirements regarding bid submittal, qualifications, procedures, bid and contract securities, and contract award, refer to Instructions to Bidders included in Bidding Documents.

Owner reserves right to accept or reject any or all bids and to waive certain informalities or irregularities in bids received. No bids may be withdrawn after scheduled closing time for receipt of bids for 60 days. If a contract is awarded, the award shall be to the bidder deemed to have submitted the lowest and best bid as determined by the Delaware County Commissioners, in their sole discretion.

A copy of the Advertisement for Bids can be found on Owner’s website at www.co.delaware.oh.us and may be accessed by selecting “Public Notices and Bids.”

This Advertisement is issued by:
Delaware County Commissioners
91 North Sandusky Street, Delaware, Ohio, 43015
Monica Conners
Director
Economic Development
Date: July 26, 2023

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

11
RESOLUTION NO. 23-618

IN THE MATTER OF APPROVING, AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE, A LETTER OF UNDERSTANDING IN LIEU OF A MAINTENANCE BOND FOR THE BYXBE CAMPUS SANITARY SEWER EXTENSION:

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

WHEREAS, the Delaware County Board of Commissioners (the “Board”) has, as a part of the Byxbe Campus project, constructed certain public sanitary sewer improvements to serve the project (the “Improvements”); and

WHEREAS, the City of Delaware requires that developers provide a maintenance guarantee as a condition of accepting new public improvements; and

WHEREAS, the City of Delaware will accept a letter of understanding acknowledging the Board’s maintenance obligation for the Improvements, in lieu of providing a maintenance bond or other financial warranty; and

WHEREAS, the Delaware County Director of Facilities recommends approval of a letter of understanding in lieu of a maintenance bond in order to request acceptance of the Improvements;

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

Section 1. The Board hereby approves, and authorizes the County Administrator to execute, a letter of understanding in substantially the following form:

City of Delaware, Ohio
Public Works Department
Attn: Carrie E. Fortman, P.E.
440 East William Street
Delaware, Ohio 43015

Re: Delaware County Byxbe Campus Sanitary Sewer Extension
 Letter of Understanding in lieu of Maintenance Bond

Dear Ms. Fortman:

I, the duly authorized representative of the Delaware County Board of Commissioners (the “Board”), am writing in regard to the above-referenced public improvement project and in support of the City of Delaware’s formal acceptance of the public improvements. In lieu of furnishing a maintenance bond, as typically required pursuant to Delaware City Code Section 1111.17(e), the

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Board submits this letter of understanding to acknowledge that the Board shall, for a period of two years from the date of the City’s acceptance of the public improvements, make such repairs or replacements as the City may require or for reasons of defective workmanship or material with respect to the public improvements.

If you have any additional questions in regard to the public improvement project, please contact Jon Melvin, Delaware County Director of Facilities at (740) 833-2283 or jmelvin@co.delaware.oh.us.

Respectfully,

Tracie Davies
County Administrator

Section 2. The Board hereby authorizes the Director of Facilities to execute the City of Delaware Acceptance of Public Improvements form and submit the form, with the letter of understanding approved herein and all other required documentation, to the City of Delaware.

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

12

RESOLUTION NO. 23-619

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
UT2023-0132	AEP	GREGORY ROAD	INSTALL POLES
UT2023-0133	DEL-CO WATER	N OLD STATE RD	ROAD BORE

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

13

RESOLUTION NO. 23-620

IN THE MATTER OF AWARDING A BID AND APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND DOUBLE Z CONSTRUCTION COMPANY FOR THE PROJECT KNOWN AS BERLIN STATION ROAD IMPROVEMENTS AND BRAUMILLER ROAD RECONSTRUCTION:

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

**DEL-CR91-1.85 Berlin Station Road Improvements and Braumiller Road Reconstruction
Bid Opening: July 11, 2023**

WHEREAS, as the result of the above referenced bid opening, the County Engineer recommends that a bid award be made to Double Z Construction Company, the low bidder for the project; and

WHEREAS, the County Engineer recommends approval of the contract between the Delaware County Commissioners and Double Z Construction Company for the project;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners awards the bid to and approves the following contract with Double Z Construction Company for DEL-CR91-1.85 Berlin Station Road Improvements and Braumiller Road Reconstruction:

CONTRACT

THIS AGREEMENT is made this 24th day of July, 2023 by and between **Double Z Construction Company, 2550 Harrison Road, Columbus, Ohio 43204** hereinafter called the “Contractor” and the Delaware County Commissioners, hereinafter called the “Owner”.

The Contractor and the Owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment,

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and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project named “**DEL-CR91-1.85 Berlin Station Road Improvements and Braumiller Road Reconstruction**”, and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed **Two Million Four Hundred Ninety-Four Thousand Eight Hundred Ninety-Four Dollars and Twenty Cents (\$2,494,894.20)** subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation to Bid
- d. Instructions to Bidders
- e. Signed copy of bid
- f. Work Specifications (including all plans, drawings, etc.)
- g. Specifications – General Provisions
- h. Federal and State Requirements

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern except as otherwise specifically stated.

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

14
RESOLUTION NO. 23-621

IN THE MATTER OF APPROVING THE PLATS OF SUBDIVISION FOR JONARD CAD AND BERLIN FARM SECTION 2:

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

WHEREAS, Jonard, LLC, has submitted the plat of subdivision for Jonard CAD, including related development plans, and requests approval thereof by the Board of Commissioners of Delaware County; and

WHEREAS, M/I Homes of Central Ohio, LLC, has submitted the plat of subdivision for Berlin Farm Section 2, including related development plans, and requests approval thereof by the Board of Commissioners of Delaware County;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the plats of Subdivision for Jonard CAD and Berlin Farm Section 2:

Jonard CAD:

Situated in the State of Ohio, County of Delaware, Township of Harlem, located in Farm Lots D & E, Section 2, Township 3 North, Range 16 West, United States Military Lands, and being part of an original 5.460 acre (parcel 1) and all of a 8.721 acre (parcel two) & 5.350 acre (parcel three) tracts conveyed to Jonard, LLC, as described in Official Record 893, Page 425-427, County Recorder’s Office, Delaware, Ohio. Cost: \$3.00 (*\$3.00 per buildable lot*)

Berlin Farm Section 2:

Situated in the State of Ohio, County of Delaware, Township of Berlin, in Farm Lot 7, Quarter Township 2, Range 18, United States Military Lands, containing 27.853 acres of land, more or less, said 27.853 acres being part of that tract of land conveyed to M/I Homes of Central Ohio, LLC by deed of record in Official Record 1953, Page 1476, Recorder’s Office, Delaware County, Ohio. Cost: \$126.00 (*\$3.00 per buildable lot*)

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

Rob Riley gave a brief update on a meeting presented by Governor DeWine and ODOT Director Jack Marchbanks on the Intel Project and funding for road improvements.

15
RESOLUTION NO. 23-622

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IN THE MATTER OF ADOPTING AN UPDATED DELAWARE COUNTY MOTOR VEHICLE USE POLICY:

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

WHEREAS, the Delaware County Board of Commissioners and its management staff have recognized the need to periodically review and revise policies and procedures to meet new requirements, provide clarification, and better serve the County’s employees and the public; and

WHEREAS, the Deputy County Administrator recommends adopting an updated Delaware County Motor Vehicle Use Policy;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby adopts the following Delaware County Motor Vehicle Use Policy:

DELAWARE COUNTY MOTOR VEHICLE USE POLICY

Subject Motor Vehicle Use Policy	Effective July 24, 2023	Supersedes March 12, 2020	This Sheet 1	Total 8
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This policy is applicable to all elected officials, full or part-time employees, summer workers, co-op students, volunteers, interns and contract employees of Delaware County, Ohio who are required to drive a motor vehicle in the course of their employment or activities on behalf of Delaware County, Ohio. (For purposes of this Policy, the above-listed categories of persons are referred to as “Employees.”) This policy applies to vehicles titled to, purchased or leased by, or insured by or through the Delaware County Board of Commissioners and also applies to privately-owned vehicles operated by Delaware County Employees in the course of their employment or activities on behalf of Delaware County, Ohio and vehicles rented by Employees for travel in and out of Delaware County for authorized reasons. (For purposes of this Policy, the above-listed categories are referred to as “Vehicles” and “Operating a Vehicle” and “Operate a Vehicle.”)

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

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

DRIVER ELIGIBILITY

- I. **PRE-EMPLOYMENT QUALIFICATIONS.** Hiring of persons who will be required to drive as a function of their assigned job duties will be in the sole discretion of Delaware County. An applicant may be denied employment on the basis of an unsatisfactory driving record. At the direction of the appointing authority, denial of employment may be made without regard to the number of points or violations, whether they occurred within the past thirty-six (36) months or whether they occurred within the State of Ohio.
 - A. Employees or applicants for employment may be considered qualified to drive on County related business when the following are met to the satisfaction of Delaware County:
 1. A review of the Employee’s Motor Vehicle Record (MVR).
 2. A review of the Employee’s MVR and a recommendation by the County Risk Sharing Authority (CORSA).
 3. Proof of insurance, see the Delaware County Self Insurance Policy.
 4. Employees whose position requires a commercial driver’s license (CDL) will follow the driving policy specific to their department and position. In the event of a conflict, the department-specific policy controls, but only if the department- specific policy meets or exceeds the provisions of this policy.
 - B. Employees, as defined above, who, in the sole discretion of Delaware County, have an MVR record that demonstrates poor driving habits shall not drive any Vehicle on behalf of Delaware County without receiving additional training and/or intervention and/or

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discipline and/or until otherwise exhibiting to the appointing authority's satisfaction that there has been substantial improvement in driving abilities, performance and skills. CORSA may exclude coverage for any driver or drivers on a temporary or permanent basis.

- C. Unless extenuating circumstances exist, an applicant with one of the following in the past thirty-six (36) months will not be considered for employment with Delaware County for positions that require driving for employment:
1. OVI or any other alcohol/drug offense occurring while operating a motor vehicle appearing on current Motor Vehicle Report provided by the Ohio Bureau of Motor Vehicles.
 2. Leaving the scene of an accident appearing on current Motor Vehicle Report provided by the Ohio Bureau of Motor Vehicles.
 3. Fleeing and eluding appearing on current Motor Vehicle Report provided by the Ohio Bureau of Motor Vehicles.
 4. Suspended or revoked license appearing on current Motor Vehicle Report provided by the Ohio Bureau of Motor Vehicles.
 5. Vehicular homicide/manslaughter appearing on current Motor Vehicle Report provided by the Ohio Bureau of Motor Vehicles.
 6. Four (4) or more moving violations within the last three (3) years appearing on current Motor Vehicle Report provided by the Ohio Bureau of Motor Vehicles.
 7. Three (3) or more at fault accidents in last three years appearing on current Motor Vehicle Report provided by the Ohio Bureau of Motor Vehicles.
 8. Reckless operation appearing on current Motor Vehicle Report provided by the Ohio Bureau of Motor Vehicles.
- II. ACTIVE EMPLOYMENT QUALIFICATIONS. Delaware County's Human Resources office shall maintain an Eligible Drivers List containing the names of all employees eligible under this policy and authorized to drive a Vehicle on County related business. Each year, Delaware County Human Resources shall send to each office or department their portion of the list to update for the annual MVR review. Delaware County Human Resources shall maintain any additional information needed, such as a driver's license number, to conduct reviews. Motor vehicle records of drivers will be submitted annually for review and approval by CORSA. Upon completion of such review, CORSA will forward to the employer recommendations regarding continuation of eligibility restrictions, etc.
- A. Upon evaluation by Delaware County of an Employee's MVR and potentially a recommendation by CORSA, drivers may have their driving eligibility temporarily or permanently revoked and/or be required to participate in driving or alcohol/controlled substance intervention programs. Any conviction of one or more of the ten violations below appearing on an Employee's MVR during the prior 36 months may result in such action:
1. Driving under the influence of alcohol or drugs,
 2. Leaving the scene of an accident.
 3. Vehicular homicides or manslaughter.
 4. Driving during a period of suspension or revocation.
 5. Reckless operation or other intentional and dangerous use of a motor vehicle.
 6. Attempting to elude or flee a law enforcement officer after a traffic violation.
 7. Road rage Statute Violations.
 8. Falling asleep while driving.
 9. Use of a motor vehicle in the commission of a crime.
 10. Non-Compliance with Ohio Financial Responsibility Law.
- An arrest or conviction for one or more of the above violations on or off county time must be reported within 24 hours of arrest/conviction to the employee's immediate supervisor.
- B. The following list of motor vehicle-related occurrences, the appearance of which on the MVR of an Employee during the prior thirty-six (36) month period may result in the training outlines in section X or a temporary or permanent revocation of the Employee's driving eligibility or other disciplinary action as:
1. Two or more "At Fault" accidents
 2. Two or more moving violations
 3. One "At Fault" and one moving violation.
- C. In any case where the appointing authority or CORSA has temporarily or permanently suspended/revoked the Employee's driving eligibility and driving is a function of the employee's job, the appointing authority may take appropriate disciplinary action, up to and including termination, as permitted by department policy, laws and regulations of the State of Ohio, and any applicable collective bargaining agreement.

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- III. CONTINUED ELIGIBILITY. Each Employee's eligibility to operate a Vehicle is within the discretion of the appointing authority and extends only so long as the Employee is in compliance with this Policy.
- IV. VIOLATION REPORTING. Any Employee eligible to operate a Vehicle must notify their immediate supervisor in any case when the employee's license has expired or is suspended or revoked. The Employee further must report any and all accidents, arrests, violations, and citations issued to their immediate supervisor. Failure to do so may result in disciplinary action.
- V. ALCOHOLIC BEVERAGES OR CONTROLLED SUBSTANCES
- A. No Alcoholic beverages, illegal drugs or controlled substances are permitted in or on a Vehicle except as a function of law enforcement or medical emergency vehicles.
- B. No Alcoholic beverages or illegal drugs are permitted to be transported in or on a Vehicle except as a function of law enforcement.
- C. No employee shall operate a Vehicle under the influence of alcohol or illegal drugs or illegal use of prescription drugs.
- VI. FIREARMS. Employees, other than law enforcement officers or other persons specifically authorized to carry a firearm, are prohibited from carrying firearms in any Vehicle.
- VII. ACCIDENTS AND TRAFFIC CITATIONS. In the event of a traffic accident or damage to a vehicle while in the course of employment, see the Delaware County Self Insurance Policy for actions.
- VIII. For a citation while in the course of employment, Employees shall:
- A. Report the citation to a supervisor immediately.
- B. Employee's Supervisor shall record on the Delaware County Incident Report, secure all appropriate information, and forward through the chain-of-command and file with Human Resources within 24 hours of the incident. Depending on the severity of the citation and possible media coverage/pictures/videos, the County Administrator or Deputy Administrator should be notified who in turn will notify the appropriate appointing authority.
- C. The Employee's appointing authority may take such disciplinary action as permitted by department policy, laws and regulations of the State of Ohio, or any applicable collective bargaining agreement.
- IX. VEHICLE PROBLEMS. In the event of a Vehicle breakdown Employees should:
- A. Contact a supervisor immediately. The supervisor or employee shall contact the Delaware County Service Center first and if not available 9-1-1 for assistance if needed.
- B. If the Vehicle cannot or should not move, the employee should stay in the safest location, this may be in the vehicle on a busy road with nothing around (interstate) or in a local establishment if nearby. 9-1-1 can dispatch law enforcement to your location to assist with road safety. Ensure the Vehicle is safe if leaving it, and locked or unlocked pending guidance via the 9-1-1 Center or Delaware County Service Center if the tow company will meet you and request the vehicle either be locked or unlocked.
- C. Unless you have been trained, do not attempt to change a tire or repair the vehicle.
- D. If a "low tire pressure" light appears, slow down and as soon as possible pull into a safe location to visually check the tires. If one visually looks low, verify pressure if possible. If you cannot verify the tire pressure or if the tire pressure is extremely low (below 15psig), contact help outlined above as driving on low tire pressure can lead to an accident. Low tire pressure can also be caused by a change in outside temperature as colder temperatures will cause pressure to decrease. Often, a low tire pressure light will be displayed if off slightly, but still safe to drive. In fact, once the tire warms due to operation the light may cease to be displayed. In the case of slight deviation of pressure, as soon as practical fill with air to the recommended setting or allow the Delaware County Service Center to perform this function.
- X. USE OF PERSONAL VEHICLES ON OFFICIAL COUNTY BUSINESS
- A. Use of personal vehicles by Employees on county business is discouraged unless a county vehicle is not available, the use of a county vehicle would cause serious inconvenience,

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extreme hardship or the use of personal vehicles is otherwise authorized by the department supervisor or designee.

- B. Employees who use personal Vehicles while on County business shall abide by all County rules, policies and guidelines including all applicable department rules and / or a collective bargaining agreement.
 - C. Insurance coverage for personal vehicles used on County business shall be the responsibility of the owner of the vehicle as outlined in the Delaware County Self Insurance Policy.
 - D. Employee’s supervisor must approve use of personal Vehicles on County business in advance of any such use and after the Employee has met the requirements of the Self Insurance Policy.
 - E. Employees who are authorized and required to use their personal vehicles on County business will utilize the Employee Travel and Expense Reimbursement Policy.
- XI. **DRIVING POLICY IMPLEMENTATION.** The MVR of all Delaware County employees holding a position in which driving is a function of their position will be reviewed annually or more frequently as necessary. Any employee with 4 or more accumulated points or 2 or more occurrences on the MVR shall be required to attend a Defensive Driving Course. The Defensive Driving Course will be scheduled during working hours. The severity of the violations or circumstance will determine the type and timing of the defensive driving course. Documentation of course completion will be maintained by the Delaware County Human Resources Department.
- XII. **MISCELLANEOUS.**
- A. Inspect the Vehicle prior to use.
 - B. Keep the cab of the vehicle clean as objects can become projectiles during an accident.
 - C. Parking tickets, moving violations, and other fines received while operating a Vehicle are the responsibility of the driver.
 - D. Report all theft’s to the local law enforcement in the jurisdiction where the theft occurred. If needed 9-1-1 can assist in finding the contact information for the local authorities.
 - E. Cell phone usage while operating a county-owned or leased vehicle or a personal vehicle while on county related business shall be limited to hands free devices, to the extent permitted by applicable law.
 - F. The use of tobacco products is prohibited in all county-owned or leased vehicles.
 - G. Do not operate the vehicle with employees riding on the steps, lift-gate, fender, sidewall, bed, or other improper location unless designed and operated as stated by the manufacturer.
 - H. When parking on an incline/decline, turn the wheels to allow the berm/curb to stop the vehicle in case of movement. Use the parking brake on un-level surfaces.
 - I. Observe the surface when you are leaving the Vehicle and stepping onto for slip and trip hazards.
 - J. Unless needed to disengage for a specific reason, keep safety devices turned on such as traction control or side collision alarms.
 - K. If equipped with a back-up camera, be sure to also check the surroundings away from the camera to prevent collisions.

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

**16
RESOLUTION NO. 23-623**

IN THE MATTER OF ADOPTING AN UPDATED DELAWARE COUNTY SELF INSURANCE AND RISK PROGRAM:

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

WHEREAS, the Delaware County Board of Commissioners and its management staff have recognized the need to periodically review and revise policies and procedures to meet new requirements, provide clarification,

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and better serve the County’s employees and the public; and

WHEREAS, the Deputy County Administrator recommends adopting an updated Delaware County Self Insurance and Risk Program;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby adopts the following Delaware County Self Insurance and Risk Program:

DELAWARE COUNTY SELF INSURANCE AND RISK PROGRAM

Subject Self Insurance and Risk Program Policy	Effective July 24, 2023	Supersedes 3/12/20	This Sheet 1	Total 6
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Purpose

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

Scope

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

Distribution

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

Definitions

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

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

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

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

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

Policy

Program Explanation

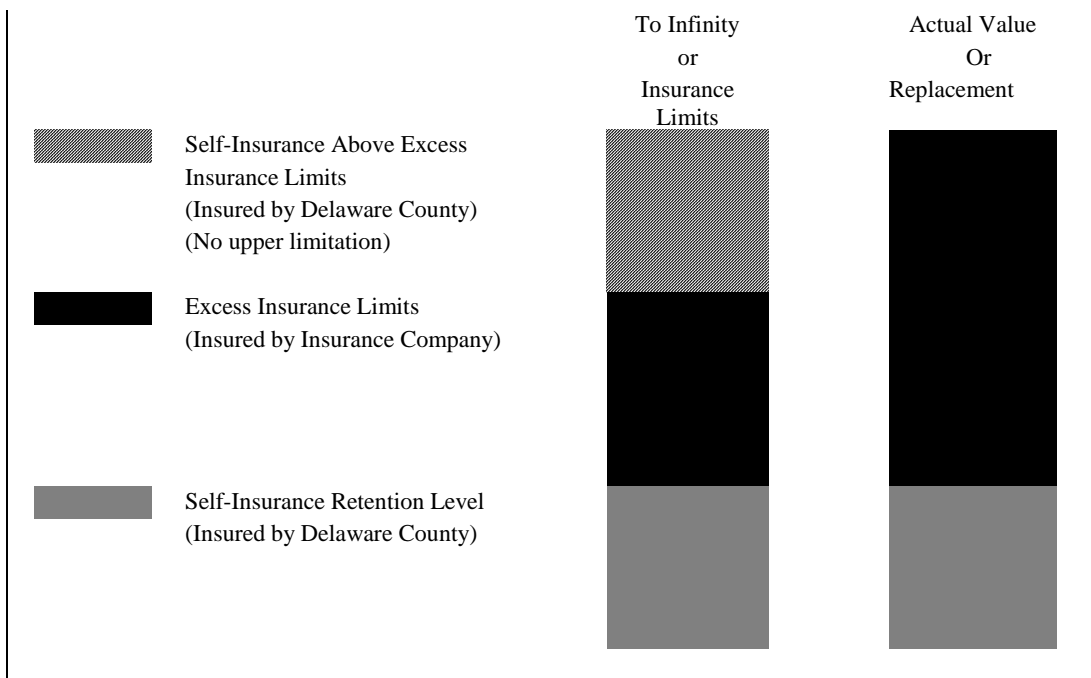
Since 1986, Delaware County has had some form of self-insurance for property and casualty claims arising from the delivery of services to the residents of Delaware County. In 1988, the County moved all covered liabilities and property under self-insurance retention levels. All property and casualty (liability)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

In the event of a catastrophic liability loss that exceeded self-insured retention (S.I.R.) limits, Delaware County would pay the gray portion of the diagram, including the S.I.R., while the excess insurance company would pay the black. It is important to reduce liability claims as much as possible and to purchase substantial excess insurance limits to provide for catastrophic losses.

Diagram A



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

Reporting Incidents

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

Employee Responsibilities

- I. No matter how minor the accident, report all collisions involving vehicles by calling 9-1-1.
- II. Take appropriate precautions to safely avoid further damage or injury to persons or property.
- III. Immediately report all incidents and all near misses to the immediate supervisor. This includes, but is not limited to:
 - A. Employee injuries (See **Employee Injuries / Workers Compensation** section attached)
 - B. Automobile accidents
 - C. Property Damage (including but not limited to auto, building, equipment, furniture, etc.)
 - D. Injuries/Damages to other persons or their property (Possible legal action) including but not limited to customers and vendors.
 - E. Any other unusual circumstance that may incur future costs
- IV. Make no statements admitting responsibility at the scene of an accident or where property damage has occurred.
- V. Do not advise other parties involved on any matter, especially that the County will pay for the damage resulting from said accident/incident.
- VI. For vehicle incidents:
 - A. If the collision is with an unattended vehicle or other object, try to locate the owner. Call 9-1-1 or the applicable law enforcement agency. If this cannot be done, leave a written notice with your name, department name, address, and telephone number.
 - B. The driver of a vehicle is responsible for the vehicle until it has been returned to the garage or collected by the towing service. Unsafe vehicles should not be driven from the scene of an accident. Contact the Service Center regarding towing if the 9-1-1 Center has not already dispatched a tow vehicle.
- VII. Complete a Delaware County Incident Report as soon as possible, but no later than within twenty-four (24) hours of the incident. Incident Report forms may be retrieved on-line at:

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<https://humanresources.co.delaware.oh.us/wp-content/uploads/sites/15/2019/05/Delaware-County-Incident-Report-New-fillable.pdf>.

- VIII. Obtain a law enforcement report and other pertinent documentation (i.e. witness statements, list of items damaged, etc.). These items should be received at the scene of the incident or later from the law enforcement agency that conducted the investigation at the scene.

Supervisor's Responsibilities

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

Safety, Workers Compensation, Insurance & Risk Personnel Responsibilities

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

Employee Injuries / Workers Compensation

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

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

Proof of Insurance and Driver's Record Review:

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

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

Annually all Elected Officials, Directors and Supervisors are notified by Human Resources of the annual update to county employee driving records pursuant to the County's Self Insurance Policy. Delaware County maintains its auto insurance policy through the County Risk Sharing Authority (CORSA). CORSA and County policy require that all employees that drive County owned or leased vehicles or drive their own vehicles for County related business have their driving records reviewed annually. Examples of "Driving on County business" include but are not limited to: 1) Employees who drive to County

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extent possible, run concurrently with any other break time available to the employee.

Employees who request reasonable accommodations for known limitations related to pregnancy, childbirth or related medical conditions will be provided accommodations that do not cause undue hardship to the employer.

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. Classified employees placed on paid "administrative" leave are expected to remain available to their employer, including coming to their designated workplace, if requested, during their designated working hours while placed on paid "administrative" leave. 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 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.

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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.

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 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.

B. Vehicles

Employees operating a County motor vehicle are required to have a proper and valid motor vehicle operator's license and remain insurable on the County's fleet policy. Employees shall comply with all motor vehicle laws and regulations while operating a County vehicle or a personal vehicle for County related business. The use of cellular phones or smart phones while operating a motor vehicle is limited to hands free devices pursuant to the traffic laws within the State of Ohio or other state laws if traveling outside the State of Ohio. Use of other electronic devices such as iPads, laptop computers, etc. while operating a motor vehicle (County-owned or personal) is prohibited unless allowable by law for emergency vehicles.

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 may 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 or privately-owned motor

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vehicles for the discharge of official County business 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.

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

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RESOLUTION NO. 23-625

IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND BYERS, MINTON & ASSOCIATES, LLC FOR GOVERNMENT AFFAIRS CONSULTING SERVICES FOR DELAWARE COUNTY:

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

WHEREAS, the County Administrator recommends approval of an agreement between the Delaware County Board of Commissioners and Byers, Minton & Associates, LLC for Government Affairs Consulting Services for Delaware County;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners approves the agreement with Byers, Minton & Associates, LLC for Government Affairs Consulting Services for Delaware County, as follows:

**PROFESSIONAL SERVICES AGREEMENT
Government Affairs Consulting**

This Agreement is made and entered into on July 24, 2023, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Byers, Minton & Associates, LLC, 88 East Broad Street, Suite 1650, Cincinnati, Ohio 43215 (“Consultant”), hereinafter collectively referred to as the “Parties.”

1 SERVICES PROVIDED BY CONSULTANT

- 1.1 The Consultant will provide government affairs consulting services to the County (the “Services”). The County is authorized to contract for the Services, pursuant to section 9.36 of the Revised Code, for the following purposes: (a) keeping the County informed of legislation and regulations that affect County rights and obligations; (b) assisting the County in organizing its operations and finances to address changes in legislation and regulations; and (c) identifying, proposing, and advocating for legislation and regulations that benefit County operations.
- 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 defined in and shall be rendered by the Consultant in accordance with the Consultant’s Proposal presented to the County on July 10, 2023 (the “Proposal”), which is attached hereto and, by this reference, fully incorporated into this Agreement.

2 SUPERVISION OF SERVICES

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- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Administrator as the agent of the County for this Agreement.
- 2.2 The County Administrator 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 COMPENSATION**
- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Proposal, and the total compensation under this Agreement shall not exceed \$60,000.00 without subsequent modification of this Agreement in accordance with Section 3.1.
- 4.2 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 Services.
- 4.3 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Consultant in accordance with the Proposal and subject to approval by the County Administrator.
- 4.4 Invoices shall be submitted to the County Administrator 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.
- 4.5 The County shall pay invoices within thirty (30) days of receipt.
- 5 COMMENCEMENT AND COMPLETION OF SERVICES; TERM; TERMINATION**
- 5.1 The Consultant shall commence Services on August 1, 2023 and shall complete the Services in accordance with the Proposal at the County Administrator's direction. The term of this Agreement shall continue through July 31, 2024, unless earlier terminated as provided herein.
- 5.2 Upon expiration of the term of this Agreement, the Parties may let the Agreement expire, renew for an additional agreed upon term, or continue on a month-to-month basis at a monthly compensation rate agreed to in a writing signed by both Parties.
- 5.3 The County or the Consultant may, upon at least thirty (30) days' written notice, suspend or terminate this Agreement for any reason, at which time the Consultant shall suspend or terminate Services in accordance with the written notice.
- 5.4 In the case of termination, the Consultant shall submit a final invoice within sixty (60) days of the notice of termination for Services completed up to the effective date of termination. The County is not liable for payment for Services performed after the effective date of termination.
- 6 CHANGE IN SCOPE OF SERVICES**
- 6.1 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 be effective unless and until approved in a writing signed by both Parties.
- 7 OWNERSHIP**
- 7.1 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.
- 7.2 The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed calculations, reports, and any other tangible written or electronic work produced in accordance with the Agreement.
- 7.3 This section does not require unauthorized duplication of copyrighted materials.
- 8 CHANGE OF KEY CONSULTANT STAFF; ASSIGNMENT**

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- 8.1 The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff assigned to the Services as contemplated at the time of executing this Agreement.
- 8.2 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.

9 INDEMNIFICATION

- 9.1 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.
- 9.2 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 breach of contract, infringement of any right to use, possess, or otherwise operate or have any owned, protected, licensed, trademarked, patented, non-patented, and/or copyrighted software, product, service, equipment, invention, process, article, or appliance manufactured, used, or possessed in the performance of the Agreement and/or in providing the Services, to the extent caused by any act, error, or omission of the 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.

10 INSURANCE

- 10.1 Minimum Coverage: Consultant shall maintain general and automobile liability insurance policies in such amounts as the County Administrator determines will reasonably protect the County and Consultant.
- 10.2 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.

11 MISCELLANEOUS TERMS AND CONDITIONS

- 11.1 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 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.
- 11.2 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 (5) or more employees and that its employees are not public employees as contemplated in Chapter 145 of the Revised Code.**
- 11.3 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.
- 11.4 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.
- 11.5 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

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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.

- 11.6 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.

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

- 11.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that they have authority to sign this Agreement or have been duly authorized by their principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.

- 11.9 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 work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Consultant to comply with this Subsection. Copies of applicable policies are available upon request or online at <https://humanresources.co.delaware.oh.us/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.

- 11.10 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.

- 11.11 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. 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 complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

(A copy of the Proposal is attached to the execution copy of the Agreement and shall be retained in accordance with the applicable records retention schedule.)

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

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ADMINISTRATOR REPORTS
Tracie Davies, County Administrator
-No reports.

Dawn Huston, Deputy Administrator
-No reports.

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COMMISSIONERS' COMMITTEES REPORTS
Commissioner Lewis
-No reports.

Commissioner Merrell
-No reports.

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Commissioner Benton
-The Garner program is going well.
-Thanks to Justin Nahvi for his 5-year forecast.

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RESOLUTION NO. 23-626

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT; COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL AND CONFIDENTIAL INFORMATION RELATED TO ECONOMIC DEVELOPMENT:

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

WHEREAS, pursuant to section 121.23(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 121.23(G)(1)–(7) of the Revised Code; and

WHEREAS, pursuant to section 121.23(G)(8) of the Revised Code, a public body may hold an executive session to consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance, provided that both of the following conditions apply:

(1) The information is directly related to a request for economic development assistance that is to be provided or administered under any provision of Chapter 715., 725., 1724., or 1728. or sections 701.07, 3735.67 to 3735.70, 5709.40 to 5709.43, 5709.61 to 5709.69, 5709.73 to 5709.75, or 5709.77 to 5709.81 of the Revised Code, or that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project; and

(2) A unanimous quorum of the public body determines, by a roll call vote, that the executive session is necessary to protect the interests of the applicant or the possible investment or expenditure of public funds to be made in connection with the economic development project;

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

Section 1. The Board hereby adjourns into executive session for consideration of employment; compensation of a public employee or public official and confidential information related to economic development.

Section 2. The Board hereby adjourns into executive session to consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance.

Section 3. The Board hereby finds and determines that the information listed in Section 2 is directly related to a request for economic development assistance that is to be provided or administered under any provision of Chapter 715., 725., 1724., or 1728. or sections 701.07, 3735.67 to 3735.70, 5709.40 to 5709.43, 5709.61 to 5709.69, 5709.73 to 5709.75, or 5709.77 to 5709.81 of the Revised Code, or that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project.

Section 4. The Board hereby finds and determines that the executive session held pursuant to Section 2 is necessary to protect the interests of an applicant for economic development assistance or the possible investment or expenditure of public funds to be made in connection with the economic development project.

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

RESOLUTION NO. 23-627

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

COMMISSIONERS JOURNAL NO. 79 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 24, 2023

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners