

**COMMISSIONERS JOURNAL NO. 79 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD NOVEMBER 9, 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. 23-954**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD NOVEMBER 6, 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 November 6, 2023; and

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

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

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

**2  
PUBLIC COMMENT**

**3  
RESOLUTION NO. 23-955**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR 1108, MEMO TRANSFERS IN BATCH NUMBERS MTAPR 1108:**

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR 1108, memo transfers in batch numbers MTAPR 1108 as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b>			
(P2301540) Bound Tree	Emergency Medical Services	10011303-5244	\$15,000.00
(P2301554) Hursh	Emergency Medical Services	10011303-5243	\$5,000.00
(P2303168) NECCO	Childrens Services	22511607-5342	\$13,900.00
(P2301044) Seng Refunds	SRF Operations & Maintenance	66211900-5319	\$6,500.00
(P2303149) NYAP	Childrens Services	22511607-5342	\$14,500.00
(P2303146) Village Network	Childrens Services	22511607-5342	\$21,250.00
(P2303175) Adriel	Childrens Services	22511607-5348	\$12,960.00
(P2301015) Perry Protech	Board of Elections	10016101-5325	\$6,000.00

**PR Number                      Vendor Name                      Line Description                      Account                      Amount**

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

**4  
RESOLUTION NO. 23-956**

**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

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

The Economic Development Department is request that Monica Conners attend a Consultant Forum by Area Development in Fort Lauderdale, Florida December 11-13, 2023; at the cost of \$1,550.00 (fund number 21011113).

The EMS Department is requesting that John Berger attend a Recertification/Continuing Education

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Conference in Las Vegas, Nevada March 24,-22, 2024; at the cost of \$3,910.50 (fund number 10011303).

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

5

**RESOLUTION NO. 23-957**

**IN THE MATTER OF ACCEPTING FOR CONSIDERATION AMENDMENTS TO THE PETITION FOR THE MCALLISTER #574 WATERSHED DRAINAGE IMPROVEMENT PETITION:**

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

WHEREAS, on June 7, 2023, Joseph DeFrancis, and others, filed a petition with the Clerk of the Board of Commissioners, pursuant to Chapter 6131 of the Revised Code, requesting certain improvements to the McAllister #574 Watershed Drainage Improvement Petition (the "Petition"); and

WHEREAS, pursuant to section 6131.05 of the Revised Code, any benefiting owner may, not more than twenty-one days after the date of the view, file an amendment to a petition for a drainage improvement that expands the length of the proposed improvement, provided that such amendment does not expand the area to be benefited by the proposed improvement, and any amendment shall include the information required by section 6131.04 of the Revised Code along with the amendment; and

WHEREAS, Tawa Run Farms LLC and Gary L. Taylor are benefiting owners who filed an amendment to the Petition pursuant to section 6131.05 of the Revised Code on June 23, 2023, prior to expiration of the amendment deadline; and

WHEREAS, Terry Taylor is a benefiting owner who filed an amendment to the Petition pursuant to section 6131.05 of the Revised Code on July 5, 2023, prior to expiration of the amendment deadline; and

WHEREAS, the amendments filed contain the information required by section 6131.04 of the Revised Code;

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

Section 1. The amendments to the Petition, filed by Tawa Run Farms LLC and Gary L. Taylor on June 23, 2023, and by Terry Taylor on July 5, 2023, were timely filed and meet all the substantive requirements of section 6131.05 of the Revised Code and are, therefore, accepted for consideration.

Section 2. The Delaware County Engineer and Delaware Soil & Water Conservation District are hereby directed to include consideration of the amendments to the Petition in the preliminary report on the proposed improvement.

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

6

**RESOLUTION NO. 23-958**

**IN THE MATTER OF RECOGNIZING NOVEMBER 2023 AS ADOPTION RECOGNITION AND RECRUITMENT MONTH IN DELAWARE COUNTY:**

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

**WHEREAS**, the theme for National Adoption Month, November 2023, is "Empowering Youth: Finding Points of Connection"; and

**WHEREAS**, more than 3,300 Ohio children currently are living in out-of-home settings and awaiting adoption, while in Delaware County, 29 children are residing in foster homes or other out-of-home settings; and

**WHEREAS**, seven Delaware County children, ages 3 to 17, are awaiting adoption, with five of them matched with adoptive parents; and one youth, age 17, soon will be adopted into his forever family; and

**WHEREAS**, youth are never too old to need permanent, lifelong relationships and meaningful connections to supportive adults to reach their full potential because adoption enriches the lives of the children, families and communities who welcome them; and

**WHEREAS**, profiles of youth in need of adoptive families can be found at FosterAndAdopt.jfs.ohio.gov profiles; and the Delaware County Department of Job and Family Services continues its diligent work to provide safe, stable and permanent homes for Ohio's most vulnerable children.

**THEREFORE, BE IT RESOLVED** that the Delaware County Board of Commissioners does hereby

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recognize November 2023 as Adoption Recognition and Recruitment Month in Delaware County.

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

7

**RESOLUTION NO. 23-959**

**IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION AND TRANSFER OF FUNDS FOR JOB AND FAMILY SERVICES:**

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

**Supplemental Appropriations**

22511607-5801	
Children Services/Transfers	\$25,283.66

**Transfer of Funds**

<b>From</b>	<b>To</b>	
22511607-5801	22411604-4601	\$343,818.98
Children Services Fund/Transfers	JFS Child Protection/Interfund Revenues	
22311611-5801	22411601-4601	\$39,893.84
Workforce Investment Act/Transfers	JFS Income Maintenance/Interfund Revenue	
22411602-5801	22511607-4601	\$815.59
JFS PRC/Transfers	Children Services/Fund/Interfund Revenues	

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

8

**RESOLUTION NO. 23-960**

**IN THE MATTER OF APPROVING A MEMORANDUM OF UNDERSTANDING FOR THE DELAWARE COUNTY DEPARTMENT OF JOB & FAMILY SERVICES FOR THE LOCAL WORKFORCE AREA 7 WORKFORCE DEVELOPMENT SYSTEM:**

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

WHEREAS, the Director of Job & Family Services recommends approval of a memorandum of understanding for the Local Workforce Area 7 Workforce Development System;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following memorandum of understanding for the Local Workforce Area 7 Workforce Development System:

**Memorandum of Understanding  
for  
Local Workforce Area 7  
Workforce Development System**

Integrated service delivery is the cornerstone of the local workforce development system, through which workforce development, educational, and other human resource services are made available to individuals and employers at the OhioMeansJobs centers. The Workforce Innovation and Opportunity Act (WIOA) requires management of the local workforce development system to be shared among states, local workforce development boards, core Workforce Innovation and Opportunity Act (WIOA) programs, required partners, additional partners, and OhioMeansJobs center operators.

This Memorandum of Understanding (MOU), executed in accordance with WIOA Section 121, documents the roles, responsibilities, and funding commitments as negotiated and mutually agreed upon by all parties for the operation and funding of the local workforce development system and the OhioMeansJobs center(s) in the local workforce area (LWA). All parties agree to execute this MOU in good faith and expressly understand that it is not a legally enforceable agreement.

**Parties**

The LWA representatives include Area 7/GOWBI, which is the local workforce development board (LWDB), Deborah Lieberman, Montgomery County Commissioner, which is the local workforce area Chief Elected Officials (CEOs), and Montgomery County, which is the fiscal agent for purposes of this MOU. The required and additional partners that are parties to this MOU are identified below and referred to collectively as

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“partners”.

Required Partners – Per WIOA Section 121(b)(1)(B) – See Attached Partner & Services Matrix and Career Services for each county. (Attachment A)

The Ohio Department of Job & Family Services (ODJFS) through the Office of Workforce Development (OWD) is recognized by the United States Department of Labor (DOL) as the State Workforce Agency responsible for administration and oversight of Ohio’s workforce development systems. ODJFS/OWD serves a dual role in that it is also a partner responsible for delivery of Wagner-Peyser/Employment Services, Jobs for Veterans Services Grants programs, Unemployment Insurance Programs, and Trade Adjustment Assistance Programs.

**Definitions**

A. Additional Partner: An entity that carries out a workforce development program not identified as required under WIOA that is approved by the LWDB and the CEOs to be included as a partner in the local workforce development system. WIOA Section 121 (b)(2) outlines the entities that may serve as additional partners.

B. Affiliate Center: A site that makes available one or more of the required or optional programs, services, and activities to job seekers and employers in a LWA.

C. Career Services: Services that must be provided through the local workforce development system as authorized under each partner’s program. Services are listed and defined in Attachment A to this MOU.

D. Chief Elected Officials: When used in reference to a LWA, the chief elected executive officers of the units of general local government in a LWA. The CEOs are responsible for the selection of the LWDB members, the development of by-laws for LWDB structure and are identified as the recipients of WIOA Adult, Dislocated Worker, and Youth funds per WIOA Section 107(d)(12).

E. Common Costs: Per WIOA Section 121(i), is the costs shared by partner programs that may include costs for basic career services, such as initial intake, assessment of needs, basic skills assessment, identification of appropriate services, referrals by one partner to another partner’s program, and other similar services that may be chargeable to more than one program. Common costs and methodologies for cost sharing are included in the cost-sharing portion of this MOU.

F. Comprehensive Center: A physical site where services and activities under all required programs are made available to local job seekers and employers.

G. Cost Allocation: Measurement of actual costs in relation to the benefit received to determine each partner’s proportionate share of local workforce development system operating costs.

H. Fiscal Agent: An entity appointed by CEOs to be responsible for the administration and disbursement of WIOA and other funds allocated for workforce development programs activities in the LWA.

I. Individuals with Barriers to Employment: Defined in WIOA Section 3(24) as member of one or more of the following populations:

- Displaced homemakers.
- Low-income individuals.
- Indians, Alaska Natives, Native Hawaiians.
- Individuals with disabilities (including youth).
- Older individuals.
- Ex-offenders.
- Homeless individuals.
- Youth that are in, or have aged out of, the foster care system.
- Individuals who are English language learners, individuals who have low levels of literacy, and individuals facing substantial cultural barriers.
- Eligible migrant and seasonal farmworkers.
- Individuals within two years of exhausting lifetime eligibility under Title IV of the Social Security Act.
- Single parents—including single pregnant women.
- Long-term unemployed individuals.

J. Infrastructure Costs: Per WIOA Section 121(h)(4), the costs necessary for the general operation of OhioMeansJobs (aka “One-Stop”) centers to be shared by a LWA and partners. Infrastructure costs include facility rental costs, utilities and maintenance, equipment (including assessment-related products and assistive technology for individuals with disabilities), technology to facilitate access to the center, and may include planning and outreach activities.

K. Local Workforce Area: A geographic area of a state designated by the Governor in accordance with WIOA Section 106 that serves as a jurisdiction for the administration of workforce development activities delivered through a local workforce development system.

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L. Local Workforce Development Board (LWDB): The board appointed by a LWA’s CEO(s) to be certified by the Governor or designee per WIOA Section 107. The LWDB is responsible for administration and oversight of the local workforce development system in agreement with the CEO(s) and in collaboration with required and additional partners.

M. Local Workforce Development System: The system established in accordance with WIOA Section 121 through which career services; employment and training programs and activities; partner programs and activities; related support; and specialized services are made available to workers and employers in a LWA.

N. OhioMeansJobs: The common identifier or brand for the Ohio workforce development system. ORC Section 6301.08 requires all local workforce areas to use this common identifier. Per WIOA Section 121(e)(4), and Workforce Innovation and Opportunity Act Policy Letter (WIOAPL) 16-07, the OhioMeansJobs logo and brand must be used in conjunction with the Department of Labor’s logo with the tagline “a proud partner of the American Job Center network”.

O. OhioMeansJobs Center: Referred to in WIOA as “One-Stop” centers, it is the term used collectively under the Ohio workforce system brand, “OhioMeansJobs” for the comprehensive, affiliate, and specialized centers that operate in a LWA and make WIOA programs, services, and activities available to job seekers and employers.

P. OhioMeansJobs Center Operator: One or more entities competitively selected in accordance with WIOA Section 121(d) to operate an OhioMeansJobs center and to coordinate OhioMeansJobs service delivery in accordance with all applicable federal, state, and local rules and policies and the terms of this MOU.

Q. Proportionate Share: The portion of local workforce development system operating costs to be contributed by each partner in proportion to the benefits the partner’s program receives from participation in the local workforce development system.

R. Required Partner: An entity that carries out one or more of the programs or activities identified in WIOA Section 121(b)(1) that must be made available through the local workforce development system.

S. Resource Sharing: The cash and/or resources each partner will contribute to fund its proportionate share of costs for operation of the local workforce development system.

T. Shared Services: For purposes of this MOU, it is a shared function or activity that benefits more than one partner program. Partners contribute staff time rather than cash or other resources to fund their proportionate share of these types of costs.

U. Specialized Center: A site in a LWA that provides services to address specific needs, including those of dislocated workers, youth, or key industry sectors/clusters, and includes a process to make referrals to the comprehensive and affiliate OhioMeansJobs centers.

V. State Infrastructure Funding Mechanism: The formula that will be implemented by the state to calculate required partners’ proportionate shares of infrastructure costs when consensus agreement cannot be reached among a LWDB and required partners in a LWA. The method is described in Article VI of this MOU.

W. Training Services: Persons deemed unable to obtain or retain employment through career services are eligible to receive training services, which include, but are not limited to: occupational skills training, on-the-job training, programs that combine workplace training with related instructions, private-sector training programs, skills upgrades, entrepreneurial training, job- readiness training, adult education and literacy activities in combination with a training program, or customized training.

X. WIOA: The Workforce Innovation and Opportunity Act of 2014, which supersedes the Workforce Investment Act of 1998 (WIA) and serves to align and continuously improve workforce, education, and economic development systems and more effectively address the employment and skill needs of workers, jobseekers, and employers.

**Article I: Local Workforce Development System Description**

A. Overview & General Description: The local workforce development system includes 43 counties (listed below), 2 Comprehensive OhioMeansJobs center(s), 41 Affiliate centers, and 0 Specialized centers as identified in the table below.

Local Area 7 OhioMeansJobs Centers				
Center Code	OhioMeansJobs Center Name	Address	Counties Served	Hours of Operation
1	Allen (Comprehensive)	951 Commerce Pkwy Lima OH 45804	Allen, Hancock, Putnam	8:00 to 4:30

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2.	Ashland (Affiliate)	15 W Fourth St. Ashland OH 44805	Ashland, Holmes, Wayne	8:00 to 4:00
3.	Champaign (Affiliate)	1512 South US Hwy 68, Bay 14 Urbana OH 43078	Champaign, Clark, Logan, Madison, Union	8:30 to 4:00
4.	Clark (Affiliate)	1345 Lagonda Ave Springfield OH 45503	Champaign, Clark, Logan, Madison, Union	8:00 to 4:30
5.	Clinton (Affiliate)	1025 S South St Suite 500 Wilmington OH 45177	Clinton, Fayette, Greene, Highland, Montgomery	8:00 to 4:30
6.	Coshocton (Affiliate)	725 Pine St. Coshocton OH 43812	Coshocton, Guernsey, Licking, Muskingum	7:00 to 4:00
7.	Darke (Affiliate)	603 Wagner Ave Greenville OH 45331	Darke, Miami, Preble, Shelby	8:00 to 4:30
8.	Defiance (Affiliate)	1300 E. Second Street Suite 202 Defiance, OH 43512	Defiance, Fulton, Henry, Paulding, Putnam, Williams	8:00 to 4:30
9.	Delaware (Affiliate)	145 North Union Street Delaware OH 43015	Delaware, Knox, Marion, Morrow	8:00 to 4:30
10.	Erie (Affiliate)	221 W Parish St Sandusky OH 44870	Erie, Huron, Ottawa, Sandusky, Seneca	8:00 to 4:30
11.	Fayette (Affiliate)	107 E East Street Washington CH OH 43160	Clinton, Fayette, Greene, Highland, Montgomery	8:00 to 4:30
12.	Fulton (Affiliate)	604 S Shoop Ste. 110 Wauseon, OH 43567	Defiance, Fulton, Henry, Paulding, Putnam, Williams	8:00 to 4:30
13.	Gallia (Affiliate)	848 Third Ave Gallipolis OH 45631	Gallia, Jackson, Lawrence	7:00 to 5:00
14.	Greene (Affiliate)	581 Ledbetter Rd. Xenia OH 45385	Clinton, Fayette, Greene, Highland, Montgomery	7:30 to 5:00
15.	Guernsey (Affiliate)	324 Highland Ave Cambridge OH 43725	Coshocton, Guernsey, Licking, Muskingum	7:30 to 4:00
16.	Hancock (Affiliate)	7814 County Rd 140 PO Box 270 Findlay OH 45839	Hancock, Wood, Wyandot	8:00 to 4:30
17.	Henry (Affiliate)	104 E Washington St. Suites 201-215 PO Box 527 Napoleon OH 43545	Defiance, Fulton, Henry, Paulding, Putnam, Williams	8:00 to 4:30
18.	Highland (Affiliate)	1575 N High St Ste. 100 Hillsboro OH 45133  1300 Jefferson Street Greenfield OH 45123	Clinton, Fayette, Greene, Highland, Montgomery	One 8:00 to 4:30
19.	Holmes (Affiliate)	85 N. Grant St., P.O. Box 72 Millersburg, OH 44654-0072	Ashland, Holmes, Wayne	7:30 to 4:30
20.	Huron (Affiliate)	185 Shady Lane Dr. Norwalk, OH 44857-2373	Erie, Huron, Ottawa, Sandusky, Seneca	8:00 to 4:30
21.	Jackson (Affiliate)	25 E. South St. Jackson, OH 45640	Gallia, Jackson, Lawrence	8:00 to 4:30

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22.	Knox (Comprehensive)	17604 Coshocton Rd. Mount Vernon, OH 43050	Delaware, Knox, Marion, Morrow	8:00 to 4:30
23.	Lawrence (Affiliate)	120 N Third St Ironton OH 45639	Gallia, Jackson, Lawrence	8:00 – 4:30
24.	Licking (Affiliate)	998 E Main St Newark OH 43055	Coshocton, Guemsey, Licking, Muskingum	8:00 – 5:00
25.	Logan (Affiliate)	1 Hunter Pl. Suite B Bellefontaine OH 43311	Champaign, Clark, Logan, Madison, Union	8:00 – 4:15
26.	Madison (Affiliate)	200 Midway St London OH 43140	Champaign, Clark, Logan, Madison, Union	8:00 – 5:00
27.	Marion (Affiliate)	622 Leader St. Marion OH 43302	Delaware, Knox, Marion, Morrow	8:00 – 4:30
28.	Miami (Affiliate)	2040 N County Rd 25-A Troy OH 45373	Darke, Miami, Preble, Shelby	8:00 – 5:00
29.	Montgomery (Affiliate)	1111 S. Edwin C. Moses Blvd. Dayton, OH 45422-3600	Clinton, Fayette, Greene, Highland, Montgomery	8:00 – 5:00
30.	Morrow (Affiliate)	619 W. Marion Rd. Mt. Gilead, OH 43338-1280	Delaware, Knox, Marion, Morrow	8:00 – 4:30
31.	Muskingum (Affiliate)	445 Woodlawn Ave Zanesville, OH 43701	Coshocton, Guemsey, Licking, Muskingum	7:30 to 4:30
32.	Ottawa (Affiliate)	8043 W. St. Rte. 163, Suite 200 Oak Harbor, OH 43449	Erie, Huron, Ottawa, Sandusky, Seneca	8:00 – 4:30
33.	Paulding (Affiliate)	252 Dooley Dr., Ste. B Paulding, OH 45879	Defiance, Fulton, Henry, Paulding, Putnam, Williams	8:00 -4:30
34.	Preble (Affiliate)	1500 Park Ave. Eaton, OH 45320	Darke, Miami, Preble, Shelby	7:30 – 4:30
35.	Putnam (Affiliate)	575 Ottawa-Glandorf Rd., Ste 1 Ottawa, OH 45875	Defiance, Fulton, Henry, Paulding, Putnam, Williams	7:00 – 4:30
36.	Sandusky (Affiliate)	2511 Countryside Dr. Fremont, OH 43420	Erie, Huron, Ottawa, Sandusky, Seneca	8:00 – 4:30
37.	Seneca (Affiliate)	900 E. County Rd. 20 Tiffin, OH 44883	Erie, Huron, Ottawa, Sandusky, Seneca	8:00 – 4:30
38.	Shelby (Affiliate)	227 S. Ohio Ave. Sidney, OH 45365	Darke, Miami, Preble, Shelby	7:30 – 4:00
39.	Union (Affiliate)	940 London Ave., Ste. 1500, Marysville, OH 43040-0389	Champaign, Clark, Logan, Madison, Union	8:00 – 4:30
40.	Wayne (Affiliate)	356 W. North St. Wooster, OH 44691	Ashland, Holmes, Wayne	7:30 – 4:30
41.	Williams (Affiliate)	1425 E. High St. Suite #107 Bryan, OH 43506	Defiance, Fulton, Henry, Paulding, Putnam, Williams	8:00 – 4:30
42.	Wood (Affiliate)	1928 E. Gypsy Lane Rd., P.O. Box 679, Bowling Green, OH 43402	Hancock, Wood, Wyandot	8:00 – 4:30
43.	Wyandot (Affiliate)	120 E. Johnson St. Upper Sandusky, OH 43351	Hancock, Wood, Wyandot	8:00 – 4:30

**B. Administrative Structure**

1. Chief Elected Officials (CEOs): Deborah Lieberman, Montgomery County Commissioners, 451 W.

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Third Street, 11th Floor, Dayton OH 45422 and Area 7 Consortium of Chief Local Elected Officials. The CEOs are responsible for the selection of the LWDB members, the development of by-laws for LWDB structure and are identified as the recipients of WIOA Adult, Dislocated Worker, and Youth funds per WIOA Section 107(d)(12).

2. Local Workforce Development LWDB (LWDB): Area 7/GOWBI Board, 100 S. Limestone Street, Suite 418, Springfield OH 45502
3. Fiscal Agent: Montgomery County, 1111 E Edwin C Moses Blvd., Dayton OH 45422
4. Comprehensive OhioMeansJobs Center Operator(s): See table above and Attachment A - Partner & Services Matrix and Career Services.
5. Affiliate OhioMeansJobs Center Operator: See table above and Attachment A - Partner & Services Matrix and Career Services.
6. Specialized OhioMeansJobs Center Operator: N/A

**Article II: Agreement Period**

- A. This MOU will be in effect from July 1, 2023, until June 30, 2025, unless an extension is granted per Section B of this Article.
- B. This MOU will be renewed at the end of the MOU period identified in Section A of this Article, above. The parties agree to review the information in this MOU, note any necessary changes, and enter into good faith negotiations for the renewal MOU that will be effective July 1, 2025.

**Article III: Partner Responsibilities**

WIOA identifies the following minimum responsibilities for required partners in each local workforce development system. For consistency, each partner, including each additional partner, will assume the responsibilities identified below, unless otherwise specified in this Article.

- A. Provide access to partner programs and activities through the local workforce development system.
- B. Use a portion of funds made available for partner program and activities to provide career services through the local workforce development system and to maintain the local workforce development system, including costs for infrastructure, in accordance with Article VI of this MOU.
- C. Continue as a party to this MOU and enter into renewal MOUs for as long as participating as a partner in the local workforce development system.
- D. Participate in the operation of the local workforce development system consistent with the terms of this MOU, the federal laws that authorize partners program or activities, and all applicable state and local laws.
- E. Collaborate with the LWDB to establish a local priority of service policy and will ensure priority of service to veterans and covered spouses for any qualified job training program pursuant to the Jobs for Veterans Act as prescribed in 38 USC 4215.
- F. Ensure the programmatic accessibility of facilities, programs, services, technology, and materials to individuals with disabilities per WIOA Section 188.
- G. Notify the LWDB and OWD of any changes to the rules governing partner's program that impact the partner's performance and/or proportionate share under this MOU. The LWDB will communicate the changes to the CEOs, Fiscal Agent, OhioMeansJobs center operators, and other partners and will initiate the process to amend this MOU if necessary.
- H. Ensure staff members assigned OhioMeansJobs centers comply with policies and procedures at those locations. Should a conflict exist between the OhioMeansJobs personnel policies and a partner's personnel policies, the more restrictive policy will prevail.
- I. Cooperate with efforts to implement the use of an integrated, technology-based intake and case management information system as required under WIOA Participate and cooperate in data collection and reporting and other activities to track and evaluate performance of the local workforce development system using state and local performance accountability measures.

**Article IV: Coordination of Programs, Services, & Activities**

All parties acknowledge that cooperation among the partners is key to successful service delivery through the local workforce development system, including cooperation among all partner staff assigned to work in the OhioMeansJobs center(s). The parties further acknowledge that although the OhioMeansJobs center operator will make best efforts to maintain cooperation among all partner staff, each party has the responsibility to



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communicate to their staff the expectation for each to be courteous and professional in their interactions with customers and with other partners' staff.

A. Shared Service Delivery– Services are defined in the Career Services document, included as Attachment A to this MOU. Workflow diagram(s) are included as Attachment B to this MOU. Both Attachments A and B are hereby incorporated. All parties agree that services will be shared among the partners as described in Attachment A and will ensure staff functions or shared services will be covered in the event of staff leave or call off.

B. Accessibility – The partners will implement the strategies described in Attachment A to ensure that access to services provided through the local workforce development system effectively meets the needs of workers, youth, and individuals with barriers to employment—including individuals with disabilities.

**Article V: Methods of Referral**

The parties agree that referral of individuals between the OhioMeansJobs center operator(s) and the partners for the services and activities described in Article IV, Attachment A, will be made as referenced in Attachment B, Workflow Diagrams.

**Article VI: Cost Sharing/Infrastructure Funding**

Each partner agrees to pay its allocable share of infrastructure and additional costs in proportion to use and the benefit received as negotiated and described herein. All parties agree to the allocation methods that will be used to determine each partner's proportionate share of costs.

A. Identification of Shared Costs – The parties agree that the costs listed below are beneficial to more than one partner program and therefore must be shared by the partners in proportion to the benefit received or used by each partner program. See attached for each county.

1. Infrastructure – Shared non-personnel costs necessary for the general operation of the OhioMeansJobs Centers.

<b>Shared Cost Items - Infrastructure</b>		
<b>Cost</b>	<b>Description/Function</b>	<b>Benefit to Partners</b>
<b>Rent</b>		
<b>Utilities</b>		
<b>Maintenance</b>		
<b>Equipment</b>		
<b>Supplies</b>		
<b>Communication</b>		
<b>Assessment Software/System</b>		
<b>Website Maintenance</b>		
<b>Tools/Software to support accessibility</b>		
<b>Assistive Technology for individuals with disabilities</b>		

2. Additional Costs – Shared costs beneficial to more than one partner program that relate to the operation of the local workforce development system, including costs for the provision of career services that are not funded with staffing resources per Article IV, and other common costs that are not considered “infrastructure” costs as defined in WIOA Section 121(h).

Local Fiscal Agents will use the County Finance Information System (CFIS) and to enter the budget details and calculate partners' allocable shares of costs under this MOU. CFIS report CT-611 captures all shared costs under this MOU by cost category and partners' shares. The CT-611 will be incorporated as Attachment C, Budget, to this MOU. A copy of the CT-611 Budget will be included when this MOU is distributed for review and signature.

**B. Reconciliation**

All parties agree that a quarterly reconciliation of budgeted to actual costs will be completed in accordance with the following process to ensure compliance with federal Uniform Guidance and Cost Principles. Cost allocations and reconciliations will be calculated and documented in the CT- 611 Budget. Quarterly adjustments to the budget as a result of reconciliation will not require an amendment to this MOU.

1. Upon receipt of cost information and documentation of the actual costs for the quarter, the Fiscal Agent or designee will compare budgeted costs to actuals and will apply agreed upon allocation methods to determine the actual costs allocable to each partner.

2. The Fiscal Agent or designee will update the budget in CFIS to reflect cost adjustments and will prepare an invoice for each partner with the actual costs allocable to each partner for the quarter.

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3. Fiscal Agent, or designee, will submit the invoices to the partners and send a copy of the updated CFIS CT-611 budget to all parties no later than 45 days after the end of each quarter. The partners understand that the timeliness of preparation and submission of invoices and adjusted budgets is contingent upon the timeliness of each partner in providing Fiscal Agent or designee the necessary cost information. For partners that advance funds to the LWA, the Fiscal Agent need only send a copy of the updated budget.

4. Upon receipt of the invoice and adjusted budget, each partner will review both documents and will submit payment to the Fiscal Agent or designee no later than 30 days following receipt. Payment of the invoice signifies agreement with the costs in the adjusted budget. For partners that advance funds to the LWA, funds for quarterly payments may be drawn down upon approval via email of the reconciled budget.

5. Partners will communicate any disputes with costs in the invoice or the adjusted budget to the Fiscal Agent, or designee, and LWDB in writing. The Fiscal Agent will review the disputed cost items and respond accordingly to the partner and LWDB within [#] days of receipt of notice of the disputed costs. When necessary, the Fiscal Agent or designee will revise the invoice and the adjusted budget upon resolution of the dispute.

6. In the event of a situation where construction, emergency repairs, outages (water, power, telephone, internet), or other unexpected situation requires the relocation of partner staff for more than 10 working days from an OhioMeansJobs Center to another site, reconciliation will include calculations of any additional costs incurred and/or reduced costs as appropriate for the circumstances (e.g., increases due to leasing alternative space or increased insurance; reduced costs due to reduction in utilities or reduced income). Costs to partners will be adjusted in accordance with the allocation base negotiated in this MOU. Such calculations will be documented in a spreadsheet and shared with all partners.

**C. State Infrastructure Funding Mechanism**

1. All parties acknowledge that consensus agreement on shared infrastructure costs must be achieved by May 31 of the last year of the MOU period listed in Article II.

2. All parties further acknowledge that WIOA Section 121(h)(2) requires the State to implement a state infrastructure funding mechanism to calculate each required partner's proportionate share of infrastructure costs when consensus agreement cannot be achieved by the stated deadline.

3. When necessary, ODJFS, on behalf of the Ohio Governor, will implement the state infrastructure funding mechanism, incorporated here by reference as WIOAPL 16-06. If implemented, the state-calculated infrastructure budget with the partners' proportionate share of costs will be included in this MOU as Attachment D. The state infrastructure funding mechanism will be implemented for a period consistent with the MOU period in Article II, Section A, unless the parties reach a consensus agreement on infrastructure funding prior to the end of the MOU period.

**D. Budget** – as stated, CFIS Report CT-611, included as Attachment C, is the MOU Budget that captures the costs negotiated for this MOU and includes the cost pools, expense types, and allocated costs for each partner. Each partner agrees that it has reviewed the CT-611 Budget and confirmed that the costs included therein accurately reflect their fair share of costs prior to signing this MOU. Should any partner identify a discrepancy between negotiated shares and the CT-611 Budget, it should describe and detail the discrepancy in writing and send it to the Local Fiscal Agent and LWDB Director or designee. Any disputes over costs should follow the procedure outlined in Article X of this MOU.

**Article VII: Termination/Separation**

**A. MOU Termination:** This MOU will remain in effect until the end date specified in Article II, Section A, unless:

1. All parties mutually agree to terminate this MOU.
2. WIOA and the corresponding regulations are repealed; or
3. LWA designations are changed.

**B. Partner Separation** – Any non-required partner may terminate its participation as a party to this MOU upon 60 days written notice to the LWDB. In such an event:

1. LWDB will provide written notice to all remaining partners and to OWD Grants Management via the WIOA MOU email box: WIOAMOU@jfs.ohio.gov.
2. The LWDB and Fiscal Agent will review the budget to determine where adjustments can be made that will prevent an increase in the remaining partners' shared cost amounts.
3. The LWDB will amend this MOU per Article VIII. The Fiscal Agent will prepare a revised budget that will be included with the notice to amend in accordance with Article VIII, below.

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4. All parties must either agree to the revised budget or elect to reconvene and negotiate a new budget within 30 days of the date the notice to amend was sent to all partners. If the consensus of the parties is to reconvene, the parties will set a meeting date mutually agreed upon to accommodate the schedules of all parties, not to exceed 90 days from the date the notice to amend was sent to all parties.

**C. Effect of Termination**

1. Required Partners – Each required partner understands that participation as a party to this MOU is required under WIOA Section 121(b)(1)(A)(III) and any required partner that opts to terminate its participation as a party to this MOU:
  - a. Is still obligated as a required partner to provide access to program activities and services through a direct linkage with a comprehensive OhioMeansJobs Center.
  - b. Will be subject to and will cause all other required local partners to be subject to, the state infrastructure funding mechanism.
  - c. Will be required to pay its proportionate share of infrastructure costs as determined under the state infrastructure funding mechanism.
  - d. Must be reported to OWD and, if applicable, to the state agency that administers the partner program. For required partners that get program funds directly from the DOL, the DOL will be notified.
  - e. May be subject to sanctions by the state and/or federal agency that administers the partner program.
  - f. Must make best efforts to find another entity that will fulfill the required partner role and/or will make recommendations to the LWDB and Fiscal Agent on budget adjustments or other means to defray a cost increase to the remaining partners.
  - g. Will send written notice of the intent to separate to OWD Grants Management and to the state agency that administers the partner program, as applicable, prior to submitting written notice of the separation to the LWDB. Required partners that receive funds directly from the DOL must send written notice to the DOL Grant Officer assigned to the partner in addition to OWD Grants Management.
2. Any non-required partner that terminates its role as a party to this MOU is no longer eligible to participate as a partner in the local workforce development system. However, referrals may be made between the terminating partner and the remaining parties as necessary to ensure customers receive all available services needed.

**Article VIII: Amendment**

- A. This MOU and budget may be amended upon mutual agreement of the parties as allowable under applicable federal, state and local laws. This MOU must be amended when one or more of the following occurs:
  1. The addition or removal of a partner from this MOU.
  2. A change of OhioMeansJobs center operator, the administrative structure, or the physical location of an OhioMeansJobs center.
  3. A change that significantly alters negotiated terms to this MOU—including, but not limited to—changes in shared services, service delivery, referral methods, costs or cost sharing.
  4. Any other change that will impact shared costs, which does not include updates to the budget as a result of quarterly reconciliation.
- B. All parties agree that amendments involving changes with no impact on shared services, cost-sharing, or other negotiated terms need only be signed by authorized representatives of the LWDB, the CEOs, and the affected partner(s). All other amendments will require the signatures of all parties. All amendments will involve the following process:
  1. The party seeking an amendment will submit a written request to the LWDB that includes:
    - a. The requesting party's name.
    - b. The reason(s) for the amendment request.
    - c. Each Article and Section of this MOU that will require revision.
    - d. The desired date for the amendment to be effective.
    - e. The signature of the requesting party's authorized representative.

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2. If the request is approved, the LWDB will notify the remaining partners of the intent to amend and will allow 30 days from the date of the notice (unless another timeframe is specified in the notice) for the remaining partners to review the requested changes and to submit a response to the LWDB. No response by a partner will be considered approval of the requested changes.
  3. Any partner with questions and/or concerns regarding the requested changes must be submitted to the LWDB in writing within the specified timeframe.
  4. The LWDB will provide a written response to the partner within 15 days of receipt of the partner's questions. The LWDB will have the discretion to share questions/concerns with other partners and/or to schedule a meeting to achieve consensus on a final amendment draft. If the consensus among partners is to reconvene to negotiate a new MOU and/or MOU Budget, the parties will reconvene in accordance with Article VII.B.4. above.
  5. The final, approved amendment draft will be signed by authorized representatives of the affected partners then submitted to the LWDB for the final signature unless it is an amendment that requires the signatures of all parties, in which case, LWDB must secure all local signatures and submit to ODJFS for final signature.
- C. The LWDB will distribute copies of the fully executed amendment to all parties and to OWD. This writing is the entire agreement among the parties with respect to each party's role and responsibilities in the local workforce development system. All parties agree that any amendments to applicable laws or regulations cited herein will result in the correlative modification of this MOU without a formal, written amendment.
- D. All parties agree to communicate details of any amendments to their respective staff members whose responsibilities may be impacted by the changes and further agree to ensure that their staff members are referencing or utilizing the most current version of the MOU in the performance of their responsibilities.
- E. Amendments that will require the signatures of all parties must be executed no later than 90 days prior to the end of the MOU period. Amendments that require only the signatures of the LWDB, the chief elected officials, and the affected partner(s) must be executed no later than 45 days from the end of the current State Fiscal Year to allow time for Purchase Order modifications.

**Article IX: Confidentiality**

All parties acknowledge that program participant information and certain other types of information are confidential under federal and state law and that service delivery and other activities conducted by the parties' staff members under this MOU will involve the use of confidential information for more than one partner program. All parties further understand and expressly agree that this MOU does not authorize the use and/or disclosure of confidential data among partner programs.

- A. Each partner agency has the sole authority to grant access to its data and will follow the laws and regulations applicable to its data when granting such access. In most cases, a separate data-sharing agreement must be executed between partner programs before staff members of one partner program may access the confidential data of another partner program.
- B. Each party will ensure that its staff members who will deliver services through the local workforce development system and in the OhioMeansJobs Centers are informed of the requirements, restrictions, and penalties pertinent to confidential partner program data. All parties will further ensure their staff members are properly trained on the use, protection, disclosure, and disposal of any and all confidential data they will be authorized to access as well as on the procedures, outlined in Section C, below.
- C. All parties will implement the following safeguards, which are common across federal and state confidentiality laws:
  1. Identifying the staff members who will be authorized to access confidential data in the performance of their work under this MOU.
  2. Authorizing access to such staff members in a written statement to be signed by the staff member and his/her immediate supervisor that at a minimum:
    - a. Identifies each source of confidential partner program data, the partner program that owns the data, and the partner staff member who will serve as the custodian of the data;
    - b. Describes the system that contains the data, the allowable uses of the data, the procedures for safeguarding the data; and
    - c. Lists the requirements, restrictions, and the civil and criminal penalties for misuse under applicable federal and state confidentiality laws.
  3. Confidential data in an area that is physically safe from access via computer, remote terminal or any other means during duty hours, non-duty hours, or when not in use.

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4. Segregating each partner program's confidential data from other data.
  5. Applying federal encryption standards to any data that is kept in a portable format or emailed.
  6. Restricting access of confidential data to only authorized employees and officials of the parties to this MOU who must access the data in the performance activities under this MOU.
  7. Processing confidential data and records created from the information under the immediate supervision and control of authorized personnel to ensure that the data will be processed and utilized in a manner that will protect the confidentiality of the information.
  8. Prohibiting disclosure of any confidential data to a third party without prior written permission from the authorized representative of the partner program responsible for the data.
  9. Limiting collection and use of any information, systems, or records that contain personal identifying data to purposes that support programs and activities under this MOU, and, when possible, de-identifying data and presenting it in aggregate form for purposes such as evaluation or reconciliation.
- C. The LWDB will allow partner representatives to make onsite inspections to ensure compliance with federal and state data-protection laws, regulations, and standards.
- D. In the event of any suspected or actual breach or violation of confidentiality laws or regulations for a particular program, the staff member who first discovers the suspected/actual breach or violation must immediately notify the LWDB, which will ensure that the custodians of the partners that own the data involved are immediately notified of the incident. The partner's data custodian will provide instruction on the actions to take under the federal and/or state laws applicable to their data.
- E. Federal and State laws and regulations regarding the use and disclosure of confidential information under WIOA and the partner programs include:
1. 29 USC 2935(a)(4) WIOA Reports, Recordkeeping, Investigation.
  2. The Privacy Act (5 USC 552a).
  3. The Family Educational and Privacy Rights Act (20 USC 1232g), also referenced in WIOA Section 136(f)(3).
  4. 42 USC 602(a)(1)(A)(iv) and 42 USC 608(a)(9)(B) regarding information on TANF recipients.
  5. 7 USC 2020(e)(8) and 7 CFR 272.1(c) regarding information on recipients of Supplemental Nutrition Assistance Program (SNAP) benefits.
  6. 34 CFR 361.38 Protection, use and release of personal information of Vocational Rehabilitation Services participants.
  7. ORC 149.431 Records of governmental or nonprofit organizations receiving governmental funds.
  8. ORC 5101.27 Restricting Disclosure of Information Regarding Public Assistance Recipients.
  9. ORC 4141.21 and 4141.22 regarding use and disclosure of Unemployment Compensation records.
  10. ORC 3304.21 regarding use of information relative to participants of programs administered by Opportunities for Ohioans with Disabilities.
  11. ORC 1347.12 regarding disclosure of security breach of computerized personal information data.
  12. Sections 5101: 9-22-15 and 5101: 9-22-16 of the Ohio Administrative Code (OAC) regarding release of and access to confidential personal information.
  13. OAC 5101:1-1-03 regarding disclosure of information on recipients of: disability financial assistance; Ohio Works First; or Prevention, Retention, and Contingency programs under ORC Chapters 5115, 5107 and 5108, respectively.
  14. OAC 4141-43-01 and 4141-43-02 regarding disclosure of Unemployment Compensation information.
  15. OAC 3304-2-63 regarding use of information relative to applicants or participants of programs administered by Opportunities for Ohioans with Disabilities.
  16. Department of Labor, Training and Employment Guidance Letter (TEGL) 39-11 regarding handling and protection of personally identifiable information.
- F. The LWDB or its designee will maintain a current list of staff members who are authorized to access

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personal confidential information for each partner program under this MOU and will identify the types of data and data systems that the authorized staff members are permitted to access.

**Article X: Dispute Resolution**

A. For purposes of this MOU and for other issues relevant to participation in the local workforce development system, each party expressly agrees to participate in good faith negotiations to reach a consensus on the terms and conditions in this MOU. However, should a dispute arise among any or all of the parties, all parties agree to take the steps listed below and make a good-faith effort to resolve the dispute.

All parties agree to enlist the procedure detailed in the Area 7/GOWBI Complaint Procedure Policy in the resolution of disputes.

B. The LWDB and/or partners may ask ODJFS and the other state agencies responsible for oversight of partner programs to participate in the in the dispute resolution process.

C. Should all reasonable attempts to resolve the dispute at the local level be unsuccessful, the LWDB will report the dispute to OWD, which will intervene with the parties to resolve the disputes.

D. If the parties cannot reach a consensus agreement on infrastructure costs by May 31 of the current state fiscal year, OWD is required initiate the state infrastructure funding mechanism outlined in WIOAPL 16-06 to ensure that infrastructure costs are paid.

E. For all other disputed terms and costs, if OWD intervention does not help resolve the dispute, OWD is required to notify the DOL and the federal agencies responsible for oversight of the partner programs that LWDB and partners have failed to execute an MOU.

**Article XI: Safety and Security**

A. All parties acknowledge that the staff members who will deliver services or conduct activities in OhioMeansJobs Centers must be provided with a safe and healthy working environment that is compliant with the Occupational Safety and Health Administration (OSHA) standards and the Ohio Public Employment Risk Reduction Program (PERRP), as applicable.

B. At a minimum, LWDBs will ensure that local OhioMeansJobs center operators maintain facilities in a manner that will ensure the safety of all staff members working in those locations, which includes, but is not limited to;

- Posted diagrams of fire exits and tornado safe rooms as well as emergency action plans.
- Routine fire and tornado drills.
- Maintenance of heating and air conditioning.
- Maintenance of hot and cold running water and provide safe drinking water.
- Maintenance of proper lighting at all workstations and in all offices.

C. All parties will ensure that their staff members are effectively trained on policies and procedures relevant to workplace safety and workplace conduct.

D. Each party with staff assigned to work in the local OhioMeansJobs Centers will identify a contact person at each party's administrative office who will be notified of any safety or personnel concerns.

E. Each party will ensure staff assigned to work in local OhioMeansJobs centers will follow and adhere to the weather emergency of related policies for each site.

**Article XII: Limitation of Liability**

To the extent permitted by law, each party agrees to be responsible for any liability that directly relates to any and all of its own acts or omissions or the acts or omissions of its employees. In no event will any party be liable for any indirect or consequential damages caused by actions or omissions of another party or by the employees of another party.

**Article XIII: General Provisions**

All parties agree to follow all federal, state and local laws and regulations as applicable under this MOU, including those listed below, which are generally applicable to WIOA, most federally funded partner programs, and to parties that provide programs and services on behalf of the State of Ohio.

A. Jobs for Veterans Act – As stated in Article III B 1, each party agrees to provide priority of service to veterans and covered spouses for any qualified job training program pursuant to 38 USC 2813.

B. Americans with Disabilities – Each party, its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with all statutes and regulations pertaining to The Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.

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C. Pro-Children Act – If any activities under this MOU call for services to minors, each party agrees to comply with the Pro-Children Act of 1994 (45 CFR 98.13) that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of 18.

D. Drug-Free Workplace. Each party, its officers, employees, members, subrecipient(s) and/or any independent contractors (including all field staff) associated with this MOU agree to comply with 29 CFR 94 and all other applicable state and federal laws regarding a drug-free workplace and to make a good faith effort to maintain a drug-free workplace. Each party will make a good faith effort to ensure that none of each party's officers, employees, members, and subrecipient(s) will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.

E. Fair Labor Standards and Employment Practices

1. Each party hereby affirms compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices.

2. Pursuant to WIOA Section 188, in carrying out this MOU, each party affirms that it will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, military status, disability, age, genetic information, or sexual orientation, in making any of the following employment decisions: hiring, layoff, termination, transfer, promotion demotion, rate of pay, or eligibility for in-service training programs.

3. Each party agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment.

4. Each party agrees to collect and maintain data necessary to show compliance with the foregoing nondiscrimination provisions of WIOA Section 188.

F. Civil Rights Assurance. All parties hereby agree that they will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) and the Age Discrimination Act of 1975 (42 USC 6101 et seq.).

G. Work Programs. Each party agrees not to discriminate against individuals who have or are participating in any work program administered by any County Department of Job and Family Services under ORC Chapters 5101 or 5107.

H. Ethics Laws. Each party certifies that by executing this MOU, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws, which includes the Governor's Executive Order 2011-03K pertaining to ethics. Each party further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or the aforementioned Executive Order.

I. Conflict of Interest – All parties agree to comply with the following, as applicable:

- a. All parties agree that they, their officers, employees, and members have not nor will they acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of functions and responsibilities under this MOU. If any party, its officers, employees, or members acquire any incompatible, conflicting, or compromising interest, the party will immediately disclose the interest in writing to the ODJFS Chief Legal Counsel at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215. The parties further agree that the person with the conflicting interest will not participate in any activities hereunder until ODJFS, in collaboration with other state partners and, if necessary, the Ohio Attorney General's office, determines that participation would not be contrary to public interest.
- b. Each party will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

J. Qualifications to Conduct Business – Each party affirms that it and any and all subrecipients and subcontractors that will perform under this MOU have all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the MOU period any party or its subrecipients or subcontractors for any reason, become disqualified from conducting business in the Ohio, the affected party will notify LWDB in writing and will take measures to ensure that the disqualified party immediately ceases performance of activities hereunder.

**Article XIV: Partial Invalidity**

This MOU will be governed, construed, and enforced in accordance with all applicable federal, state, and local laws. Should any portion of this MOU be found unallowable by operation of statute or by administrative or judicial decision, it is the intention of the parties that the remaining portions of this MOU will not be affected as long as performance remains feasible with the absence of the unallowable provision(s).

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**Article XV: Counterpart**

This agreement may be executed in one, or more than one counterpart and each executed counterpart will be considered an original, provided that the counterpart is delivered by facsimile, mail courier or electronic mail, all of which together will constitute one and the same agreement.

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

**9  
RESOLUTION NO. 23-961**

**IN THE MATTER OF A TRANSFER OF FUNDS:**

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

<b>Transfer of Funds</b>		
<b>From:</b>	<b>To:</b>	
10011102-5801	42011438-4601	\$800,818.54
Commissioners General/Cash Transfer	Capital Improvements Reserve/Interfund Revenues	

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

**10  
ADMINISTRATOR REPORTS**

- CA Davies attended the Finance Authority meeting on 11-08-23.
- Budget Hearing for Sheriff’s Department today at 3pm
- Waiting on date to reschedule Budget Hearing for Engineer’s Office

**11  
COMMISSIONERS’ COMMITTEES REPORTS**

- Mr. Merrell**
- Attended the Annual Sunbury Dinner
  - Worked the polls at the Election on Tuesday, November 7<sup>th</sup>
  - Offered thanks to all of the Election Day workers

- Mrs. Lewis**
- Attended EMA Meeting
  - Budget was approved at EMA Meeting

- Mr. Benton**
- Reminder of Veteran’s Day Breakfast this Saturday, November 11<sup>th</sup>
  - Made mention of the Finance Authority Meeting

**12  
RESOLUTION NO. 23-962**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF CONSIDERATION OF EMPLOYMENT OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL AND TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES:**

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

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

WHEREAS, pursuant to section 121.22(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



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(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 of a Public Employee or Public Official and to Consider the Purchase of Property for Public Purposes.

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

**RESOLUTION NO. 23-963**

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:**

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

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

**RECESS at 10:45 a.m./ RECONVENE at 3:00 p.m.**

**RESOLUTION NO. 23-964**

**SETTING DATE AND TIME FOR PUBLIC HEARINGS FOR PROPOSED ADOPTION OF CHANGES TO THE FLOOD DAMAGE PREVENTION REGULATIONS OF DELAWARE COUNTY:**

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

**NOTICE  
PUBLIC HEARINGS FOR PROPOSED ADOPTION OF CHANGES TO THE  
FLOOD DAMAGE PREVENTION REGULATIONS OF DELAWARE COUNTY**

The Board of Commissioners of Delaware County, Ohio, will hold public hearings on the proposed adoption of changes to the Flood Damage Prevention Regulations of Delaware County.

The public hearings will be held on **Monday November 27, 2023, at 9:45a.m. and Thursday, November 30, 2023, 9:45a.m.** in the Commissioners’ Hearing Room, 91 North Sandusky Street, 2<sup>nd</sup> Floor, Delaware, Ohio. A copy of the proposed changes is available for review at the Office of the Board of Commissioners, 91 North Sandusky Street, Delaware, Ohio, and at the Delaware County Department of Building Safety, 1610 State Route 521, Delaware, Ohio. Interested persons may appear and voice opinion in respect to the proposed changes.

This notice is also posted on the “Public Notices and Bids” page of the County’s website at the following address: <https://co.delaware.oh.us/media-room/bids/>.

Should any participant require auxiliary aids due to disability or non-English languages, please contact this office no later than 5:00P.M. on November 21, 2023, to ensure needs will be accommodated.

This Public Notice was published under the authority of the Delaware County Board of Commissioners: Jennifer Walraven, Clerk - 91 North Sandusky Street, Delaware, Ohio 43015 - (740) 833-2100 - [jmwalraven@co.delaware.oh.us](mailto:jmwalraven@co.delaware.oh.us).

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

There being no further business, the meeting adjourned.

\_\_\_\_\_  
Gary Merrell

\_\_\_\_\_  
Barb Lewis

\_\_\_\_\_  
Jeff Benton