

**COMMISSIONERS JOURNAL NO. 79 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 21, 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. 23-1109**

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD DECEMBER 18, 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 December 18, 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. 23-1110**

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR 1220, MEMO TRANSFERS IN BATCH NUMBERS MTAPR 1220 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR 1220:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR 1220, memo transfers in batch numbers MTAPR 1220, Procurement Card Payments in batch number PCAPR 1220 and Purchase Orders as listed below:

| PR Number | Vendor Name | Line Description | Account | Amount |
|------------------|---------------------------|-----------------------------------|-------------------|---------------|
| R2305555 | HONEYWELL INC. | REPAIR POWER SHORT 117 N UNION | 60111901- 5370 | \$8,635.69 |
| R2305464 | PARALLEL TECH | TELEPHONE MAIN. AGREEMENT | 10011015- 5325 | \$47,331.62 |
| R2305525 | PARR PUBLIC SAFETY | MCI TRAILER PARTS | 10011303- 5260 | \$3,180.00 |
| R2305525 | PARR PUBLIC SAFETY | MCI TRAILER INSTALLATION | 10011303- 5260 | \$2,185.00 |
| R2305529 | EVERYTHING BRANDED USA | EMS PROM ITEMS | 10011303- 5317 | \$11,050.00 |

FURTHER, BE IT RESOLVED that the Board approves the payments to:
 Honeywell Inc. in the amount of \$8,635.69 from Organizational Key 60111901-5370
 Parallel Tech in the amount of \$47,331.62 from Organizational Key 10011015-5325
 Parr Public Safety in the amount of \$3,180.00 from Organizational Key 10011303-5260
 Parr Public Safety in the amount of \$2,185.00 from Organizational Key 10011303-5260
 Everything Branded USA in the amount of \$11,050.00 from Organizational Key 10011303-5317

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

**4
RESOLUTION NO. 23-1111**

IN THE MATTER OF APPROVING THE FOLLOWING LIST OF CARRY-OVER PURCHASE ORDERS FOR 2024:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve the following list of carry-over purchase orders:

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| PR Number | Vendor Name | Line Description | Line Account | Line Amount |
|------------------|------------------------------|--|---------------------|--------------------|
| P2350084 | INTERFLEX PAYMENTS LLC | 2023 ROLLOVER FSA CLAIM SUBMITTALS | 60211902 - 5370 | \$ 61,800.00 |
| P2350086 | DELAWARE AUTO SALES LLC | REPAIR CAR 7886 | 60111901 - 5370 | \$ 8,100.00 |
| R2305464 | PARALLEL TECHNOLOGIES INC | TELEPHONE MAINTENANCE AGREEMENT | 10011105 - 5325 | \$ 47,331.62 |
| R2305525 | PARR PUBLIC SAFETY | MCI TRAILER PARTS | 10011303 - 5260 | \$ 3,180.80 |
| R2305525 | PARR PUBLIC SAFETY | INSTALLATION | 10011303 - 5260 | \$ 2,185.00 |
| R2305529 | EVERYTHING BRANDED USA INC | EMS PROMO ITEMS | 10011303 - 5317 | \$ 11,050.00 |
| R2305555 | HONEYWELL INC | REPAIR POWER SHORT 117 N UNION | 60111901 - 5370 | \$ 8,635.69 |
| R2350012 | AMERICAN ELECTRIC POWER | ELECTRIC UTILITY | 10011105 - 5338 | \$ 7,016.86 |
| R2350014 | DOMESTIC RELATIONS COURT | 2023 CSEA CONTRACT | 10011102 - 5360 | \$ 5,340.00 |
| R2350015 | SHERIFF'S OFFICE | 2023 CSEA CONTRACT | 10011102 - 5360 | \$ 9,180.00 |
| R2350017 | RADNOR TWP BOARD OF TRUSTEES | RADNOR TWP HAZARD MITIGATION GRANT | 10011102 - 5601 | \$ 26,300.00 |
| R2350020 | OHIO WESLEYAN UNIVERSITY | ENTREPRENEURIAL CENTER | 21011113 - 5601 | \$ 75,000.00 |
| R2350021 | HEALTH DEPARTMENT | 2023 LITTER GRANT | 22111502 - 5365 | \$ 16,537.98 |
| R2350022 | ENVIRO-CONSTRUCTION CO LLC | RADNOR TWP 2015-1 DRAINAGE IMPROVEMENT PROJECT | 40311458 - 5301 | \$ 44,603.75 |
| R2350024 | GRAINGER INC | TRAINING ACADEMY SHELVING SYSTEM | 40111402 - 5201 | \$ 8,883.44 |
| R2350025 | OFFICE CITY EXPRESS INC | TRAINING ACADEMY FURNITURE | 40111402 - 5201 | \$ 30,809.78 |
| R2350026 | DESIGN 2WELLNESS LLC | TRAINING ACADEMY FITNESS EQUIPMENT | 40111402 - 5201 | \$ 7,800.00 |
| R2350026 | DESIGN 2WELLNESS LLC | TRAINING ACADEMY FITNESS EQUIPMENT | 40111402 - 5260 | \$ 22,200.00 |
| R2350027 | MPH INDUSTRIES INC | TRAINING ACADEMY RADAR SYSTEM | 40111402 - 5260 | \$ 11,343.00 |
| R2350028 | RESILITE SPORTS PRODUCTS INC | TRAINING ACADEMY MAT | 40111402 - 5450 | \$ 8,412.90 |

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| R2350028 | RESILITE SPORTS PRODUCTS INC | MAT CLEANING SUPPLIES | 10031301 - 5201 | \$ 1,397.34 |
| R2350029 | DANITE HOLDINGS LTD | WAYFINDING PROJECT | 40111402 - 5284 | \$ 7,910.00 |
| R2350030 | PROGRESSIVE FLOORING SERVICES INC | WILLIS BUILDING FLOOR INSTALLATION | 40111402 - 5328 | \$ 21,675.00 |
| R2350031 | COMPLETE FENCE COMPANY LLC | DOG SHELTER FENCE PROJECT | 40111402 - 5328 | \$ 10,605.00 |
| R2350032 | TRI COUNTY TOWER SERVICE INC | CHANNING ST TOWER DEMO & REMOVAL | 40111402 - 5328 | \$ 8,500.00 |
| R2350033 | TERRACON CONSULTANTS INC | CHANNING ST FUEL TANK REMOVAL | 40111402 - 5403 | \$ 49,750.00 |
| R2350034 | KALKREUTH ROOFING & SHEET METAL INC | HAYES BUILDING ROOF REPLACEMENT | 40111402 - 5410 | \$ 32,710.00 |
| R2350035 | PROGRESSIVE SOLUTIONS INC | HAYES BUILDING ANTENNA SYSTEM | 40111402 - 5450 | \$ 17,567.00 |
| R2350036 | PENN CARE MEDICAL PRODUCTS | AMBULANCES - 2021 ORDER | 42311453 - 5450 | \$ 436,312.00 |
| R2350040 | TREASURER STATE OF OHIO BBS | NOVEMBER AND DECEMBER 2023 1% RESIDENTIAL AND 3% | 10011301 - 5380 | \$ 12,500.00 |
| R2350041 | ENVIRONMENTAL COMFORT LLC | BATTERY CABINET - 911 | 42311453 - 5450 | \$ 42,200.00 |
| R2350042 | TERRACON CONSULTANTS INC | FACILITIES US 23 FUEL TANK REMOVAL | 42011438 - 5403 | \$ 44,000.00 |
| R2350043 | SAFEBUILT OHIO LLC | REVIEW SERVICES | 10011301 - 5301 | \$ 8,000.00 |
| R2350044 | BAUMANN ENTERPRISES INC | COURT ST DEMO & PARKING LOT | 42011438 - 5410 | \$ 33,306.88 |
| R2350047 | SI TECHNOLOGIES LLC | BYXBE CAMPUS AV EQUIPMENT | 42011440 - 5410 | \$ 164,545.59 |
| R2350048 | KING BUSINESS INTERIORS | BYXBE CAMPUS FURNITURE | 42011440 - 5410 | \$ 181,649.17 |
| R2350049 | GILBANE BUILDING COMPANY | BYXBE CAMPUS RENOVATIONS | 42011440 - 5410 | \$ 1,753,907.79 |
| R2350050 | LIFTNOW AUTOMOTIVE EQUIPMENT CORP | BYXBE CAMPUS LIFTS | 42011440 - 5410 | \$ 50,000.00 |
| R2350051 | CREATIVE PALETTE INC | BYXBE CAMPUS SIGNAGE | 42011440 - 5410 | \$ 38,579.50 |
| R2350052 | DANITE HOLDINGS LTD | BYXBE CAMPUS OUTDOOR SIGNAGE | 42011440 - 5410 | \$ 5,875.00 |

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| R2350053 | EPS | BYXBE CAMPUS CAMERAS | 42011440 - 5410 | \$ 15,938.96 |
| R2350054 | PARALLEL TECHNOLOGIES INC | BYXBE CAMPUS PHONES & SWITCHES | 42011440 - 5410 | \$ 21,418.53 |
| R2350056 | PREMIER OFFICE MOVERS LLC | BYXBE CAMPUS RENOVATIONS | 42011440 - 5410 | \$ 15,295.00 |
| R2350057 | CENTRAL BUSINESS EQUIPMENT CO | BYXBE CAMPUS SHELVING - SHERIFF | 42011440 - 5410 | \$ 28,318.90 |
| R2350060 | RESILITE SPORTS PRODUCTS INC | BYXBE CAMPUS MATS | 42011440 - 5450 | \$ 11,354.00 |
| R2350063 | FLEETCOR TECHNOLOGIES INC | FUEL FOR VEHICLES | 10011106 - 5228 | \$ 6,000.00 |
| R2350064 | PNC BANK | MATERIAL & SUPPLIES | 10011105 - 5200 | \$ 10,000.00 |
| R2350066 | DOMESTIC RELATIONS COURT | NOVEMBER DECEMBER IV- D CONTRACT SERVICES | 23711630 - 5360 | \$ 10,296.00 |
| R2350068 | SHERIFF'S OFFICE | NOV DEC IV-D CONTRACT SERVICES | 23711630 - 5301 | \$ 17,820.00 |
| R2350080 | AMERICAN ELECTRIC POWER | ELECTRIC SERVICE | 66211900 - 5338 | \$ 115,000.00 |
| R2350081 | COLUMBIA GAS OF OHIO | GAS SERVICE | 66211900 - 5338 | \$ 6,000.00 |
| R2350082 | OHIO EDISON CO | ELECTRIC SERVICE | 66211900 - 5338 | \$ 19,250.00 |
| R2350091 | DELAWARE COUNTY TRANSIT | TRANSPORTAT ION SERVICES | 22411601 - 5355 | \$ 68,000.00 |
| R2350095 | BEEMS BP DIST INC | FUEL FOR VEHICLES | 10011106 - 5228 | \$ 30,000.00 |
| R2350097 | VARIOUS JFS RESIDENTIAL TREATMENT | RESIDENTIAL PLACEMENT | 22511607 - 5348 | \$ 54,275.00 |
| R2350098 | GOODWILL INDUSTRIES INC | CCMEP WIOA | 22311611 - 5348 | \$ 8,000.00 |
| R2350098 | GOODWILL INDUSTRIES INC | CCMEP TANF SERVICES | 22411603 - 5348 | \$ 1,500.00 |
| R2350102 | VARIOUS JFS DAY CARE | DAYCARE SERVICES | 22511607 - 5348 | \$ 5,500.00 |
| R2350103 | VARIOUS JFS WIA | VAR. JFS WIOA | 22311611 - 5348 | \$ 37,340.00 |
| R2350105 | VARIOUS JFS BOARD AND CARE | BOARD & CARE | 22511607 - 5350 | \$ 5,975.00 |
| R2350113 | OHIOHEALTH CORPORATION | EP EXERCIS PHYSIO, DIETITIAN | 10011303 - 5301 | \$ 8,684.00 |
| R2350115 | BOUND TREE MEDICAL LLC | MEDICAL SUPPLIES | 10011303 - 5244 | \$ 7,400.00 |
| R2350116 | CHANGE HEALTHCARE TECHNOLOGY | EMS BILLINGS | 10011303 - 5301 | \$ 7,156.00 |
| R2350117 | FINANCE DIRECTOR, DELAWARE CORP | 2023 EMS RUNS | 10011303 - 5345 | \$ 239,862.65 |

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| R2350118 | LIBERTY TWP FIRE DEPT | 2023 EMS RUNS | 10011303 - 5345 | \$ 106,605.61 |
| R2350119 | OHIO STATE UNIVERSITY | MEDICAL DIR SVCS 01 01-12 31 23 | 10011303 - 5301 | \$ 60,000.00 |
| R2350120 | FISHEL DOWNEY ALBRECHT & | LEGAL SVCS | 10011303 - 5361 | \$ 7,400.00 |
| R2350125 | EVOQUA WATER TECHNOLOGIES LLC | CHEMICALS - BIOXIDE | 66211900 - 5290 | \$ 9,423.18 |
| R2350130 | PHOENIX SAFETY OUTFITTERS LLC | EMS UNIFORMS | 10011303 - 5225 | \$ 7,207.00 |
| R2350131 | BONDED CHEMICALS INC | CHEMICALS | 66211900 - 5290 | \$ 7,243.70 |
| R2350135 | RUSH TRUCK CENTER INC | REHAB SERVICE WORK ON SEMI TRUCK 953 | 66211900 - 5428 | \$ 15,971.59 |
| R2350142 | CSA SERVICE SOLUTIONS LLC | ANNUAL COT MAINT 23-24 | 10011303 - 5325 | \$ 20,425.00 |
| R2350154 | CARDIOTRONIX LLC | SERVICE REPAIRS | 10011303 - 5328 | \$ 7,749.00 |
| R2350161 | CITY OF DELAWARE | WATER SEWER TRASH | 10011105 - 5338 | \$ 5,200.00 |
| R2350174 | CONCORD SCIOTO COMMUNITY AUTHORITY | CLARK SHAW SURCHARGE REIMBURSEME NTS | 66811900 - 5710 | \$ 100,000.00 |
| R2350190 | B & C COMMUNICATI ONS INC VESTA | VESTA 9-1-1 SYSTEM UPGRADE | 21711326 - 5450 | \$186,525.50 |
| R2350191 | MOTOROLA SOLUTIONS INC | REPLACEMENT ASHLEY TOWER | 21411306 - 5450 | \$97,500.00 |

FURTHER BE IT RESOLVED, that all current purchase order request shall be closed before the carry-over purchase orders are opened.

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

**5
RESOLUTION NO. 23-1112**

IN THE MATTER OF A NEW LIQUOR LICENSE FROM OHIO SPRINGS, INC. (DBA SHEETZ) AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

WHEREAS, the Ohio Division of Liquor Control has notified the Delaware County Board of Commissioners of a request for a new B license from Ohio Springs, Inc. (DBA Sheetz), located at US 23 & Coover Road, Troy Township, Delaware, Ohio 43015; and

WHEREAS, the Delaware County Board of Commissioners has found no reason to file an objection;

NOW, THEREFORE, BE IT RESOLVED that the Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

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

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**6
RESOLUTION NO. 23-1113**

IN THE MATTER OF A TRANSFER LIQUOR LICENSE REQUEST FROM ICG OF OHIO, LLC DBA SHORTYS PIZZA AND GROWL TO JM UL, LLC AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

WHEREAS, the Ohio Division of Liquor Control has notified the Delaware County Board of Commissioners of a transfer of a D5 and D6 license from ICG of Ohio, LLC dba Shorty’s Pizza and Growl to JM UL, LLC located at 9721 Sawmill Road & Patio, Liberty Township, Powell, Ohio 43065; and

WHEREAS, the Delaware County Board of Commissioners has found no reason to file an objection;

NOW, THEREFORE, BE IT RESOLVED that the Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

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

**7
RESOLUTION NO. 23-1114**

IN THE MATTER OF A NEW LIQUOR LICENSE FROM RTR RESOURCES, LLC DBA PRIME AND VINE AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

WHEREAS, the Ohio Division of Liquor Control has notified the Delaware County Board of Commissioners of a request for a new D1 license from RTR Resources, LLC dba Prime and Vine, located at 5915 Evans Farm Drive, Suite A, Orange Township, Lewis Center, Ohio 43035; and

WHEREAS, the Delaware County Board of Commissioners has found no reason to file an objection;

NOW, THEREFORE, BE IT RESOLVED that the Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

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

**8
RESOLUTION NO. 23-1115**

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF THE TREASURER’S REPORT FOR THE MONTH OF NOVEMBER 2023:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to acknowledge receipt of the Treasurer’s Report for the month of November, 2023.

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

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

**9
RESOLUTION NO. 23-1116**

IN THE MATTER OF APPROVING TRANSFER OF FUNDS FOR THE YEAR 2024 APPROPRIATIONS:

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

| Transfer of Funds | | |
|--|---------------------------------|--------------|
| From | To | |
| 10011102-5801 | 20315101-4601 | 3,952,000.00 |
| Commissioners General/Interfund Cash Transfer | Data Center/Interfund Revenues | |
| 10011102-5801 | 20411305-4601 | 35,000.00 |
| Commissioners General/Interfund Cash Transfer | Dog & Kennel/Interfund Revenues | |

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|---|--|--------------|
| 10011102-5801 | 21011113-4601 | 550,000.00 |
| Commissioners General/Interfund Cash Transfer | Economic Development/Interfund Revenues | |
| 10011102-5801 | 23612302-4601 | 15,945.00 |
| Commissioners General/Interfund Cash Transfer | Victims of Crime Grant/Interfund Revenues | |
| 10011102-5801 | 27426313-4601 | 8,296.00 |
| Commissioners General/Interfund Cash Transfer | Crime Victims Grant/Interfund Revenues | |
| 10011102-5801 | 33311340-4601 | 180,478.00 |
| Commissioners General/Interfund Cash Transfer | Term Leave Payouts/Interfund Revenues | |
| 10011102-5801 | 42311453-4601 | 250,000.00 |
| Commissioners General/Interfund Cash Transfer | Capital Acquisition & Project/Interfund Revenues | |
| 10011102-5801 | 60111901-4601 | 1,000,000.00 |
| Commissioners General/Interfund Cash Transfer | Property & Casualty Ins/Interfund Revenues | |
| 10011102-5801 | 60211902-4601 | 600,000.00 |
| Commissioners General/Interfund Cash Transfer | Employee Benefits/Interfund Revenues | |
| 10027201-5801 | 25087023-4601 | 35,000.00 |
| Probate Court/Interfund Cash Transfer | Guardianship Service Board/Interfund Revenues | |
| 10011110-5801 | 22411601-4601 | 466,471.00 |
| Human Services/Interfund Cash Transfer | JFS Income Maintenance/Interfund Revenues | |
| 10011110-5801 | 22511607-4601 | 784,375.00 |
| Human Services/Interfund Cash Transfer | Childrens Services/Interfund Revenues | |

This Resolution shall take effect on January 1, 2024.

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

10

RESOLUTION NO. 23-1117

IN THE MATTER OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS ADOPTING THE 2023 DELAWARE COUNTY MULTI-HAZARD MITIGATION PLAN:

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

WHEREAS the Delaware County Board of Commissioners recognizes the threat that natural hazards pose to people and property within Delaware County; and

WHEREAS the Delaware County Office of Homeland Security and Emergency Management has prepared a multi-hazard mitigation plan, hereby known as the 2023 Delaware County Multi-Hazard Mitigation Plan in accordance with federal laws, including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended; the National Flood Insurance Act of 1968, as amended; and the National Dam Safety Program Act, as amended; and

WHEREAS the 2023 Delaware County Multi-Hazard Mitigation Plan identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in Delaware County from the impacts of future hazards and disasters; and

WHEREAS adoption by the Delaware County Board of Commissioners demonstrates its commitment to hazard mitigation and achieving the goals outlined in the 2023 Delaware County Multi-Hazard Mitigation Plan.

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NOW THEREFORE, BE IT RESOLVED BY THE DELAWARE COUNTY COMMISSIONERS, OHIO, THAT:

Section 1. The Delaware County Board of Commissioners adopts the 2023 Delaware County Multi-Hazard Mitigation Plan. While content related to Delaware County may require revisions to meet the plan approval requirements, changes occurring after adoption will not require the Delaware County Board of Commissioners to re-adopt any further iterations of the plan. Subsequent plan updates following the approval period for this plan will require separate adoption resolutions.

Delaware County Office of Homeland Security and Emergency Management

The Multi-Hazard Mitigation Plan for Delaware County is a document used by the jurisdictions within Delaware County to commit to working with citizens and business owners to make Delaware County safer.

Delaware County is at risk of natural and man-made hazards. The risks included in this plan are damage due to flooding, winter weather, tornadoes, HAZMAT incidents, pandemic events, severe summer weather, dam failure, terrorism, land subsidence, large utility disruptions/failures, cyber-attacks, earthquakes, civil disturbances, invasive species, and drought. This plan provides a long-term approach to reducing the likelihood that a natural hazard will result in severe damage.

Delaware County Office of Homeland Security and Emergency Management (DCOHSEM) facilitates the creation of the Multi-Hazard Mitigation Plan as directed by the Federal Emergency Management Agency (FEMA). This revision of the plan DCOHSEM received help from the OSU Regional Planning Graduate Students. Also, DCOHSEM does not create the plan alone as the Delaware Hazard Mitigation Planning Group (DMPG) provides valuable coordination and insight. This group is made up of county stakeholders, government officials, first responders, and private industry. Besides the DMPG, citizens of Delaware County seek input on the Multi-Hazard Mitigation Plan.

The hazard mitigation planning process consists of gathering and analyzing data available from various sources. The data show the hazards most likely to result in costly damages are flooding, tornadoes, severe winter weather, and severe summer weather. These results are reached by conducting an assessment for each hazard, which consists of a thorough analysis of each hazard's plausible hypothetical occurrence of catastrophic magnitude. This process allows for better estimation and quantification of each hazard's social, structural, economic, and environmental consequences and provides general insight into the nature of the hazard within the county, despite the situation-specific figures.

Based on the hazard analysis in the Delaware County Multi-Hazard Mitigation Plan, each jurisdiction's action items and goals are created; these projects and goals stated here are designed to make Delaware County safer. Goals include but are not limited to minimizing injuries and loss of life due to disaster, enhancing public awareness and education, coordinating inter-jurisdictional preparedness measures, providing decision-making tools for interested stakeholders, and achieving regulatory compliance. Projects to achieve these goals are included in the plan, and the plan allows access to federal grant funding for the projects. Some of the projects are a tornado safe room, flood property buy-outs, educational outreach, and more.

This plan is renewed every five years. Delaware County's plan is due for its next renewal in 2024, with the process starting at least a year before. This is the current process being worked on. Delaware County has seen tremendous change in the last five years. Its population is continuing to increase, changing the demographics, social and economic data, and land use. The severity, frequency, and type of hazards have also seen changes. The next plan will provide valuable direction into the future.

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

**11
RESOLUTION NO. 23-1118**

RESOLUTION OF NECESSITY FOR THE PURCHASE OF MOTOR VEHICLES FOR THE USE OF THE DELAWARE COUNTY EMERGENCY MEDICAL SERVICES DEPARTMENT:

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

WHEREAS, pursuant to section 307.41 of the Revised Code, the Delaware County Board of Commissioners (the "Board") may find, by resolution of necessity, that it is necessary to expend county monies for the purchase or lease of a new vehicle to be used by the Board, by any county department, board, commission, office or agency, or by any elected county official or his or her employees; and

WHEREAS, the Board has before it a request from the Delaware County Emergency Medical Services Department ("EMS") to expend county monies for the purchase of two new Supervisor vehicles; and

WHEREAS, the supervisor vehicles for Delaware County EMS are necessary to ensure that a sufficient number of vehicles are maintained to provide daily coverage; and

WHEREAS, the Board participates in the State of Ohio's cooperative purchasing program (the "Program"), and the vehicles are available for purchase through the Program; and

WHEREAS, the vehicles will require radio communications equipment, upfitting, and electronics; and

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WHEREAS, the remaining cost of the radio communications equipment, upfitting, and electronics, will be below the competitive bidding threshold;

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

Section 1. The Board hereby declares that a necessity exists to purchase two new vehicles for use by Delaware County Emergency Medical Services.

Section 2. The Board hereby declares that the make and model of the vehicles are two (2) Dodge Durango, delivered in accordance with the Program Pricing Schedule, and attached Selected Modifications, complete and delivered for the sum of \$45,732.00 per vehicle.

Section 3. The Board hereby declares that the purchase shall be in accordance with the Program, pursuant to the contract and terms and conditions set forth in Program Index STS233, Contract #18242, which are, by this reference, fully incorporated herein and of which the purchase order approved herein shall be made a part.

Section 4. The Board hereby approves a purchase order in the amount of \$91,464.00 to Greve Chrysler Jeep Dodge., an authorized dealer under the Program.

Section 5. The Board hereby approves the purchase and accompanying purchase order for the necessary radio communications equipment from Vasu Communications, at a cost up to \$7,500.00, and the purchase and accompanying purchase order for the installation of electronics from PARR Public Safety, at a cost of up to \$45,000.

Section 6. This Resolution shall take immediate effect upon passage.

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

12

RESOLUTION NO. 23-1119

IN THE MATTER OF APPROVING THE FIRST AMENDMENT TO THE CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COUNTY COMMISSIONERS AND OUTSIDER ENTERTAINMENT, LLC DBA OUTSIDER VIDEO + MOTION GRAPHICS FOR THE PURCHASE OF VIDEO PRODUCTION SERVICES:

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

WHEREAS, the Director of Job & Family Services recommends approval of the first contract amendment with Outsider Entertainment, LLC dba Outsider Video + Motion Graphics;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following first contract amendment with Outsider Entertainment, LLC dba Outsider Video + Motion Graphics for the purchase of video production services:

**First Amendment
To
Contract for the Purchase of
Video Production Services
Between
Delaware County Board of County Commissioners
and
Outsider Entertainment, LLC. DBA Outsider Video + Motion Graphics**

This First Amendment of the Contract For The Provision of Supervised Visitation Services is entered into this 21st day of December, 2023 by and between the Delaware County, Ohio Board of County Commissioners (hereinafter "Board"), whose address is 91 North Sandusky Street, Delaware, Ohio 43015, the Delaware County, Ohio Department of Job and Family Services, a Title IV-E Agency, (hereinafter "Agency") whose address is 145 North Union Street, 2nd Floor, Delaware, Ohio 43015, and Outsider Entertainment, LLC. DBA Outsider Video + Motion Graphics. (hereinafter "Provider") whose address is 1287 King Ave., Columbus OH 43212 (hereinafter collectively the "Parties.).

WHEREAS, the Parties entered into the Contract for Video Production Services on December 12, 2022.

WHEREAS, the parties agree to the addition of certain provisions to the Contract (collectively, "Provisions").

NOW THEREFORE, the Parties agree as follows:

1. The Parties agree to amend the Agreement to add the following Provisions:

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A. The maximum amount payable pursuant to this contract shall be \$45,850.00 for the service period November 1, 2022 through October 31, 2023.

2. Signatures

Any person executing this First Amendment in a representative capacity hereby warrants that he/she has authority to sign this First Amendment or has been duly authorized by his/her principal to execute this First Amendment on such principal’s behalf.

3. Conflicts

In the event of a conflict between the terms of the Contract, and this First Amendment, the terms of the First Amendment shall prevail.

4. Terms of Agreement Unchanged

All terms and conditions of the Contract, not changed by this First Amendment remain the same, unchanged, and in full force and effect.

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

13
RESOLUTION NO. 23-1120

IN THE MATTER OF APPROVING THE CONTRACT AND FIRST AMENDMENT TO THE AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD PLACEMENT BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND NEW MERCY OUTREACH, INC:

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

WHEREAS, the Director of Job & Family Services recommends approval of the contract and first contract amendment with New Mercy Outreach, Inc.;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following contract and first contract amendment with New Mercy Outreach, Inc. for Title IV-E Agencies and Providers for the provision of child placement:

**FIRST AMENDMENT TO THE AGREEMENT
FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD
PLACEMENT BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY
SERVICES AND NEW MERCY OUTREACH, INC.**

This First Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services (“Agency”) and New Mercy Outreach, Inc. (“Provider”) (“First Amendment”) is entered into this 21st day of December 2023.

Whereas, Agency and Provider have entered an Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 09/01/2023 through 06/30/2024 (“Agreement”); and

Whereas, Article XV of the Agreement allows the Parties to amend the Agreement via a written amendment signed by both parties; and,

Whereas, Agency and Provider desire and have agreed to amend the Agreement to include the additional terms and conditions set forth herein.

Now Therefore, the Parties agree to amend the Agreement as follows:

Section 1 – Supplemental Terms and Conditions

The following terms and conditions shall be added to and supplement the indicated sections of the Agreement:

A. **Article II.** This agreement shall have an initial service period of 09/01/2023 through 06/30/2024.

By mutual consent, the Agency and Provider may determine that an extension of this contract is in the best interest of all Parties. Therefore, by mutual agreement of the Parties, the contract may be extended for two (2) additional consecutive years in one (1) year period increments. There shall be no increase in transaction costs nor a decrease in services, and all other terms of this contract remain unchanged, unless amended by a separate written amendment signed by all Parties.

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Extension is contingent upon the availability of funds, the terms of the grant agreement between the Agency, the state of Ohio and/or the federal government, as well as satisfactory performance by the Provider, and is subject to approval by the Agency, with renegotiation to be initiated by the Agency before the expiration of the existing service period.

- B. Article V.E.** Provider agrees to submit a monthly progress report as negotiated by the parties to the Children Services Assistant Director for each child no later than the twentieth (20th) day of each month. The progress report will be based on the child's Individual Child Care Agreement and case plan and should include documentation of services provided to the child (visits to the child, counseling outcome(s), etc.). Failure to submit the progress reports may result in a delay of payment until such time as the Provider comes into compliance.
- C. Article V.F., G. and H.** Notification as required by these sections shall be made to the Agency's 24/7 emergency number. The emergency number is 740-833-2340.
- D. Article V.I.** Provider also agrees to notify the Agency when and if the following safety condition exists:
- The child's medication has changed.
- E. New Article V. AA.** Provider agrees to transfer copies of the child's records to the Agency within forty-eight (48) hours of the request, excluding weekends and holidays. Copies of the records are to be submitted electronically via email as an attachment, scanned pdf file(s), or via facsimile (fax).
- F. New Article V. BB.** Provider agrees to provide transportation for the child to subsequent placements including those outside the Provider network. Transportation shall be limited to within the State of Ohio.
- G. Article VIII. A.** There shall be no pre-defined maximum amount payable pursuant to this contract. PROVIDER agrees to accept as full payment for Services rendered in a manner satisfactory to the Agency the amount of actual expenditures made by PROVIDER for purposes of providing the Services.
- H. New Article VIII. J.** Per diem rates shall remain unchanged during the initial service period defined in Article II, Term of Agreement. Upon completion of the initial service period, Provider may update per diem rates through a mutually agreed upon contract amendment not more than once annually during each one (1) year service period extension. Provider agrees to provide written notification to the Agency of requested per diem rate changes. Written notification shall be sent electronically via email to the attention of Mr. Jeffrey Sell, Protective Services Administrator whose email address is jeffrey.sell2@jfs.ohio.gov and Ms. Jenifer Wattenschaidt, Business Administrator, whose email address is Jenifer.wattenschaidt@jfs.ohio.gov. Written notification shall contain the total per diem rate and the per diem rate components (Maintenance, Administration, Transportation, Other, etc.). Per diem rate changes shall take effect the first calendar day of the month after the per diem rate change has been formally approved by the Provider and Agency in a contract amendment. Provider and Agency shall ensure service levels and per diem rates specified in an Individual Child Care Agreement (ICCA) are incorporated into the contract. In the event of a conflict between the per diem rate represented in an ICCA and the rates mutually agreed upon in the contract, rates in the contract shall prevail. In the event that an ICCA specifies a service level that is not yet included in the per diem rate schedule in the contract, Provider shall not provide the services for or bill the Agency for the services until the service level and related per diem rate has been incorporated into the contract through a contract amendment. Provider shall submit monthly invoices to the following email inbox: Delaware-invoices@jfs.ohio.gov.
- I. Article XII.D. Independent Contractor Acknowledgement/No Contribution to OPERS**
Agency, Board, 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 the Provider 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 Provider 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 Agreement. Provider 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 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/Worker Acknowledgement Form ("OPERS Form"). The OPERS Form is attached to this First Amendment as Exhibit 1. The Agency shall retain the completed OPERS Form(s) and immediately transmit a copy(ies) of it/them to OPERS.
- J. Article XX.D.** In lieu of the coverage amount indicated in the Agreement, Provider agrees to procure and maintain Umbrella and Excess liability insurance coverage of at least Two Million Dollars (\$2,000,000.00) per occurrence and in the aggregate above the commercial general and business auto primary policies.
- K. Article XX.F.** The Delaware County Board of Commissioners (Board") shall be listed as the Certificate Holder.

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A. Exhibits to Agreement.

1. Exhibit I – Scope of Work. This exhibit is referenced throughout the Agreement. It does not exist.
2. Exhibits II and III. The Agreement was not competitively bid. These exhibits do not exist.
3. Exhibit IV – Rate Schedule. This exhibit is also referenced as “Schedule A.” It is attached to the Agreement labeled “Title IV-E Schedule A Rate Information.”

B. Attachments to First Amendment. The following are attached to this First Amendment and by this reference are incorporated into this First Amendment:

1. OPERS Independent Contractor/Worker Acknowledgement.

C. Conflicts. In the event of a conflict between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall prevail.

D. Other Terms and Conditions Unchanged. All terms and conditions of the Agreement not changed by this First Amendment remain the same, unchanged, and in full force and effect.

E. Signatures.

1. Unless otherwise stated and unless the Agreement is otherwise signed by the Board or, where authorized, the Delaware County Administrator (“Administrator”) on behalf of the Board, the signatures of the Board or Administrator below shall be approval of both the Agreement and this First Amendment.
2. Any person executing this First Amendment in a representative capacity hereby warrants that he/she has authority to sign this First Amendment or has been duly authorized by his/her principal to execute this First Amendment on such principal’s behalf and is authorized to bind such principal.

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

**14
RESOLUTION NO. 23-1121**

IN THE MATTER OF APPROVING THE SECOND AMENDMENT TO THE AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD PLACEMENT BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND NEW MERCY OUTREACH, INC:

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

WHEREAS, the Director of Job & Family Services recommends approval of the second contract amendment with New Mercy Outreach, Inc.;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following second contract amendment with New Mercy Outreach, Inc. for Title IV-E Agencies and Providers for the provision of child placement:

**SECOND AMENDMENT TO THE AGREEMENT
FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD PLACEMENT
BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND NEW MERCY
OUTREACH, INC.**

This Second Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services (“DCDJFS”) and New Mercy Outreach, Inc. (“Provider”) (“Second Amendment”) is entered into this December 21, 2023. This Second Amendment adds the Delaware County Family and Children First Council (hereinafter, “DCFCFC”) as a party when services are rendered by Provider pursuant to the terms of this Second Amendment. DCDJFS is the Administrative Agent for DCFCFC, and therefore they are related parties. DCDJFS and DCFCFC are collectively referred to as “Agency.”

Whereas, DCDJFS and Provider have entered an Agreement and a First Amendment for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 09/01/2023 through 06/30/2024 (“Agreement”); and,

Whereas, Article XV of the Agreement allows the Parties to amend the Agreement via a written amendment signed by both parties; and,

Whereas, on occasion the Agency identifies children who require placement with a provider but who are not in Agency custody. There is alternative funding through DCFCFC to pay for services under these circumstances; and,

Whereas, DCDJFS and Provider desire and hereby amend the Agreement to include additional terms and conditions for the purpose of including DCFCFC as a party to the Agreement and First Amendment. This

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will allow Provider to render services to Agency clients that are not in Agency custody with payment for the services made through DCFCFC's funding sources; and,

Whereas, this Second Amendment is intended to define the responsibilities of the Parties under this alternative placement arrangement.

Now Therefore, the Parties agree to amend the Agreement as follows:

Section 1 – Changes in Terms and Conditions

The terms and conditions of the Agreement and First Amendment shall apply equally to this Second Amendment, except for the following terms which apply only for services under this Second Amendment:

Agreement

Article VI, Section D. – this section does not apply to services provided pursuant to this Second Amendment.

Article VIII – The words “Schedule C” shall be substituted in all instances where “Schedule A” appears in Article VIII.

Article XVI – For services provided pursuant to this Second Amendment, Notice shall be sent to Agency at the following address:

Delaware County Family and Children First Council
145 N Union St
Delaware, OH 43015

Notice shall also be sent to the legal guardian/custodian of the child at the address given to Provider by the Agency.

First Amendment

Section 1(B) – The words “Children’s Services Assistant Director” shall be replaced with “Family & Children First Council Coordinator.”

Section 1(H) – The words “Mr. Jeffrey Sell, Protective Services Administrator whose email address is jeffrey.sell2@jfs.ohio.gov” shall be replaced with:

“Ms. Rachel Layne, Family & Children First Council Coordinator whose email address is rachel.layne@jfs.ohio.gov.”

Section 1(H) – The following words are removed from the Agreement for purposes of this Second Amendment only:

“Provider and Agency shall ensure service levels and per diem rates specified in an Individual Child Care Agreement (ICCA) are incorporated into the contract. In the event of a conflict between the per diem rate represented in an ICCA and the rates mutually agreed upon in the contract, rates in the contract shall prevail. In the event that an ICCA specifies a service level that is not yet included in the per diem rate schedule in the contract, Provider shall not provide the services for or bill the Agency for the services until the service level and related per diem rate has been incorporated into the contract through a contract amendment.”

Section 2(A)(3) - The words “Schedule C” shall be substituted in all instances where “Schedule A” appears.

Section 2 – Supplemental Terms and Conditions

The following terms and conditions shall be added to and supplement the terms of this Second Amendment, and shall apply only to services provided under this Second Amendment:

- A. **Throughout Agreement and First Amendment**– In all instances where the Provider is required to give a report or notice to the Agency, the Provider must also give the same notice or report to the guardian/custodian of the child. Agency shall provide Provider with the contact information of the guardian/custodian.
- B. **Custody of Child.** At all times while services are rendered under this Second Amendment, the child will remain in the custody of his or her legal guardian/custodian. In all instances where Provider must obtain consent for care or course of action, such consent must be obtained from the child’s legal guardian/custodian, with follow-up notice given to Agency.
- C. **Funding** – Multiple System Youth
- D. **Auditor’s Certification.** The Auditor’s Certification attached to this Second Amendment shall apply only to the Second Amendment.

IN WITNESS WHEREOF, the Parties have executed the Agreement and this First Amendment as of the date

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of the signature of the Parties.

Schedule C Rate Information
Per Diem Rates
September 1, 2023 – June 30, 2024
New Mercy Outreach, Inc.

| Service Description | Service ID | Maint Per Diem | Admin Per Diem | Case Mngt | Transport. | Other | Total | Cost Begin Date | Cost End Date |
|--|------------|----------------|----------------|-----------|------------|--------|----------|-----------------|---------------|
| Level 1 – Family Foster Care (30427) FFH | 7623813 | \$35.00 | \$45.66 | \$99.36 | \$0.00 | \$0.00 | \$99.36 | 09/01/2023 | 06/30/2024 |
| Level 2 – Special Needs Foster Care (30428) SN | 7623913 | \$45.00 | \$58.29 | \$17.44 | \$0.22 | \$0.00 | \$120.95 | 09/01/2023 | 06/30/2024 |
| Level 3 – Exceptional Needs Foster Care (30429) EN | 7623863 | \$65.00 | \$53.10 | \$17.34 | \$0.00 | \$3.20 | \$138.64 | 09/01/2023 | 06/30/2024 |

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

**15
RESOLUTION NO. 23-1122**

IN THE MATTER OF APPROVING A MEMORANDUM OF UNDERSTANDING FOR THE DELAWARE COUNTY DEPARTMENT OF JOB & FAMILY SERVICES TO ADDRESS CHILD ABUSE AND NEGLECT:

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

WHEREAS, the Director of Job & Family Services recommends approval of a memorandum of understanding to address child abuse and neglect;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following memorandum of understanding to address child abuse and neglect:

Ohio Department of Job and Family Services
**DELAWARE COUNTY MEMORANDUM OF
UNDERSTANDING TO ADDRESS CHILD ABUSE AND NEGLECT**

I. STATEMENT OF PURPOSE

This memorandum of understanding (hereinafter MOU) to address child abuse and neglect is required by sections 2151.4210, 2151.4211, 2151.4212, 2151.4215, 2151.4216, 2151.4220, and 2151.4224 of the Ohio Revised Code and section 5101:2-33-26 of the Ohio Administrative Code. It is an agreement among Delaware County Department of Job and Family Services and community partners that delineates roles and responsibilities for referring, reporting, investigating, and prosecuting child abuse and neglect cases. The MOU also identifies procedures for collaborative service provisions needed to ensure child safety, permanence, and well-being, and the minimum requirements of screening, assessment/investigation, and service planning, to meet mandates included in children services legislation passed by the 134th Ohio General Assembly. Two primary goals of this MOU are:

- The elimination of all unnecessary interviews of children who are the subject of reports of child abuse or neglect;
- When feasible, conducting only one interview of a child who is the subject of a report of child abuse or neglect.

Throughout the state each County Department of Job and Family Services (CDJFS)/Public Children Services Agency (PCSA) provides the following services to their communities:

Screening: The capacity to accept and screen referrals of suspected child abuse, neglect, and/or dependency includes but is not limited to the following: Receiving referrals 24 hours/day, 7 days/week; Recording and retaining referral information; Following Ohio's screening guidelines based on Ohio Administrative and Revised Code and categorizing the child maltreatment type; Adherence to a protocol for making screening and differential response pathway decisions regarding referrals of suspected child abuse, neglect, and/or dependency within 24 hours from the time of the referral; Documenting case decisions; And assigning a response priority of emergency or non-emergency to any screened in report.

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Assessment and Investigation: The capacity to investigate and assess accepted reports of suspected child abuse, neglect, and/or dependency, includes responding to emergency reports within one (1) hour and non-emergency reports within twenty- four (24) hours; Conducting an initial Safety Assessment using a standardized CAPM (Comprehensive Assessment Planning Model) tool within the timeline prescribed in the Ohio Administrative Code; Completing a more in-depth CAPM Family Assessment including a clinical and actuarial risk assessment within forty- five (45) working days with the option of a fifteen (15) day extension for extenuating circumstances as prescribed in the Ohio Administrative Code; Working collaboratively with other investigative agencies when appropriate; Making traditional response case dispositions within required timeframes; Evaluating the need for protective, prevention, or supportive services and/or court involvement; and documenting all activities and case determinations.

Service Provision: The capacity to provide services that ameliorate, eliminate, or reduce future child maltreatment and the conditions which led to abuse, neglect, or dependency, includes providing service planning and case management coordination; Identifying and stating the concern and behavior change(s) needed for reunification to occur through the use of the CAPM Family Case Plan; Monitoring the family's case progress, measuring service outcomes, re-assessing safety and risk, and evaluating permanency options by using the CAPM Case Review and Semi-Annual Review tools; And adhering to existing visitation, documentation, and case closure protocols.

II. ROLES AND RESPONSIBILITIES OF EACH PARTICIPATING AGENCY

A. CDJFS/PCSA (If a combined agency or stand-alone PCSA)

The Delaware County Department of Job and Family Services is the lead agency for the investigation of child abuse, neglect, or dependency in Delaware County. The Delaware County Department of Job and Family Services will coordinate and facilitate meetings, establish standards and protocol for joint assessment/investigation with law enforcement, cross-referrals, collection of forensic evidence, confidentiality, and training of signatories as required by statute. Child Protective Services staff and management will also participate in meetings and trainings as deemed appropriate at the discretion of the Director.

B. LAW ENFORCEMENT

The County Sheriff and each Chief of the local political subdivisions will have responsibility for: taking referrals/reports alleging child abuse and neglect from any source within their respective jurisdiction; Referring reports to Delaware County Department of Job and Family Services as soon as possible or within 24 hours for investigation of the circumstances; Determining whether allegations of abuse or neglect rise to the level of criminal conduct; Cooperating with Delaware County Department of Job and Family Services in a joint and thorough investigation when the information contained in the report lends itself to allege a present danger; Assisting Delaware County Department of Job and Family Services in hazardous situations where the provision of protective services or the investigation of child abuse or neglect is impeded; Coordinating with Delaware County Department of Job and Family Services on interviews with principals of the case when there are serious criminal implications; Notifying Delaware County Department of Job and Family Services of any legal action involving an alleged perpetrator of child abuse or neglect; Responding to Delaware County Department of Job and Family Services' requests for information regarding the status of the legal action; Providing police record checks for Delaware County Department of Job and Family Services as necessary or requested as permitted by law; Consulting with Delaware County Department of Job and Family Services prior to removal of a child from their home when possible; Handling and coordinating investigations involving a child fatality or near fatality which may have resulted from abuse or neglect.

C. JUVENILE COURT

The most senior Juvenile Judge in point of service of the county or their representative, selected by the Judge, if more than one, will be responsible for attending meetings concerning the MOU, entering into agreements with the other signatories of the MOU regarding the court's responsibility to timely hear and resolve child abuse, neglect, and dependency matters, signing the MOU, and updating the MOU or approving any amendment.

The juvenile court has a duty to exercise jurisdiction over adults and children to hear and decide matters as permitted by the Ohio Revised Code Chapters 2151 and 2152. The court is responsible for issuing orders regarding the care, protection, health, safety, mental and physical best interest of children. The Juvenile Judge shall ensure that due process of law is achieved; Hear evidence and issue findings of fact and conclusions of law as to any abused, neglected, or dependent child; Order timely and safe permanency dispositions for children; Preserve the family environment whenever

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possible while keeping the child(ren)'s health and safety paramount.

D. DELAWARE COUNTY PROSECUTOR

The Delaware County Prosecutor shall report suspected cases of child abuse and neglect to Delaware County Department of Job and Family Services or the appropriate law enforcement agency. The Delaware County Prosecutor shall represent Delaware County Department of Job and Family Services in legal actions to protect a child from further harm resulting from child abuse or neglect, except where Delaware County Department of Job and Family Services' in-house PCSA Attorney is representing them. The Delaware County Prosecutor has granted consent for the appointment of an in-house PCSA attorney pursuant to Ohio Revised Code chapters 309 and 305.

The prosecuting attorney may inquire into the commission of crimes within the County. The prosecuting attorney shall prosecute, on behalf of the state, all complaints, suits, and controversies in which the state is a party, except for those required to be prosecuted by a special prosecutor or by the attorney general. The Delaware County Prosecutor is to determine, based upon the facts, whether criminal culpability exists and if enough evidence exists for a matter to be prosecuted. The prosecutor will be available to law enforcement and Delaware County Department of Job and Family Services staff for questions or assistance in the investigation of child abuse and neglect cases and eliminate the need for testimony at the municipal court level by allowing for direct presentation to the Grand Jury, when feasible, to minimize trauma to child victims. The prosecuting attorney agrees to aid Delaware County Department of Job and Family Services in protecting the confidential nature of children services records and investigations; As well as the special protection afforded to the identity of the reporting source.

E. COUNTY DEPARTMENT OF JOB & FAMILY SERVICES

[If not part of a combined agency]

“X” Not Applicable *(if selected this section is not relevant.)*

If the [Enter the name of the CDJFS here] is a separate agency from [Enter the name of the PCSA here], employees within the county agency are expected to report suspected cases of child abuse and neglect to [Enter the name of the PCSA here] or appropriate law enforcement agency upon receipt; Collaborate with [Enter the name of the PCSA here] to assist families in caring for their children; Assure that children at risk of abuse and neglect receive protective services; Assure service coordination for families already involved with the [Enter the name of the PCSA here]; Promote ongoing communication between [Enter the name of the CDJFS here] and [Enter the name of the PCSA here] regarding mutual clients, including minors under the protective supervision or in the custody of the Agency and/or minor parents; Assist [Enter the name of the PCSA here] upon request in obtaining case or assistance group information regarding a family when the [Enter the name of the PCSA here] is assessing Title IV-E eligibility or completing an assessment/investigation of a child at risk or alleged to be abused; Assist [Enter the name of the PCSA here] in obtaining addresses and attempts to locate parents whose whereabouts are unknown, pursuant to OAC 5101:2-33- 28; And where applicable and permitted assist [Enter the name of the PCSA here] in locating suitable relatives or kin that may be available as familial support for the child(ren) or as a placement option.

F. LOCAL ANIMAL CRUELTY REPORTING AGENCY

The local animal cruelty reporting agencies are to investigate reports of animal abuse and neglect within the county and, pursuant to ORC 2151.421, report suspected cases of child abuse and neglect that may be observed during the commission of their duties to Delaware County Department of Job and Family Services or local law enforcement.

G. CHILDREN'S ADVOCACY CENTER (Must include if agreement with CDJFS/PCSA exists. Option to skip this section if your agency does not have a formal agreement with a children's advocacy center.)

Not Applicable *(if selected this section is not relevant.)*

The Children's Advocacy Center (CAC) will establish internal protocols regarding the investigation of CAC cases, participate in training as needed, work jointly and cooperatively in their established role with the other team members in the investigation of CAC cases, and attend and exchange information when meeting with Delaware County Department of Job and Family Services, law enforcement, and other signatories of this agreement.

H. CLERK OF DELAWARE COUNTY JUVENILE COURT (Optional per statute, but benefits to inclusion should be considered per county)

Not Applicable *(if selected this section is not relevant.)*

The Clerk of the Delaware County Juvenile Court will collaborate with Delaware County Department of Job and Family Services, Delaware County Prosecutor, and local law

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enforcement to establish standards and processes for the filing and acceptance of abuse, neglect, and dependency pleadings; Notice to the necessary parties; Service of process; How to send and receive communications from the Clerk; Defining acceptable methods of communication; Best practices for handling emergency/ex parte motions and orders which require the removal of children and need to be acted upon in an expeditious manner; Date and timestamp process and any cut-offs; Determine how and when to expect decisions or entries to be communicated; Provide periodic training for those involved in the investigation of child abuse and neglect and the signatories of this MOU; Be available to Delaware County Department of Job and Family Services management staff or the Prosecutor should questions arise.

III. SCOPE OF WORK

The key objective of this MOU is to clearly define the roles and responsibilities of each agency in the provision of child protective services.

A. Mandated reporters, penalty for failure to report, false reports

Persons identified as mandated reporters per Ohio Revised Code section 2151.421, while acting in official or professional capacity, shall immediately report knowledge or reasonable cause to suspect the abuse or neglect of a child in accordance with that section. Reports shall be made to Delaware County Department of Job and Family Services or a law enforcement officer.

The penalty for the failure of a person required to report any suspected case of child abuse and/or neglect pursuant to ORC section 2151.421 shall be a misdemeanor of the fourth degree. The penalty is a misdemeanor of the first degree if the child who is the subject of the required report that the offender fails to make suffers or faces the threat of suffering the physical or mental wound, injury, disability or condition that would be the basis of the required report when the child is under the direct care or supervision of the offender who is then acting in the offender's official or professional capacity or when the child is under the direct care or supervision of another person over whom the offender, while acting in the offender's official or professional capacity, has supervisory control. Failure to report suspected child abuse and/or neglect may also result in civil liability in the form of compensatory or exemplary damages.

A person who knowingly makes or causes another person to make a false report under Division (B) of Section 2151.421 of the Ohio Revised Code, that alleges that any person has committed an act or omission that resulted in a child being an abused child or neglected child is guilty of a violation of Section 2921.14 of the Ohio Revised Code.

B. System for receiving reports

Reports of child abuse or neglect shall be made to Delaware County Department of Job and Family Services or any law enforcement officer with jurisdiction in Delaware County. If Delaware County Department of Job and Family Services contracts with an outside source to receive after-hour calls, a copy of the signed agreement shall be attached to this MOU which indicates that all reports with identifying and demographic information of the reporter and principals will be forwarded to a designated children services worker within an hour of receipt, confidentiality requirements will be met, and how the public is informed of after-hours reporting opportunities.

Delaware County Department of Job and Family Services has staff available to receive reports by telephone on a 24 hours a day, seven days a week basis. After hours calls are answered by the Delaware County Sheriff's Department and forwarded to the on-call Delaware County Department of Job and Family Services staff. A caseworker and a supervisor are available at all times to respond to emergency situations.

When a law enforcement officer receives a report of possible abuse or neglect of a child or the possible threat of abuse or neglect of a child, the law enforcement officer shall refer the report to the appropriate PCSA unless an arrest is made at the time of the report that results in the appropriate PCSA being contacted concerning the alleged incident involving the child.

When Delaware County Department of Job and Family Services screens in a report of child abuse, Delaware County Department of Job and Family Services shall notify the appropriate law enforcement agency of the report, unless law enforcement is present and an arrest is made at the time of the report that results in the appropriate law enforcement agency being notified of the child abuse.

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When Delaware County Department of Job and Family Services screens in a report of child neglect, and an active safety threat is identified within the first seven days of the assessment/investigation, Delaware County Department of Job and Family Services shall notify the appropriate law enforcement agency within the first seven days of the assessment/investigation. Unless an arrest is made at the time of the report that results in the appropriate law enforcement agency being notified of the child neglect.

C. Responding to mandated reporters

When Delaware County Department of Job and Family Services receives a referral from a mandated reporter who provides their name and contact information, Delaware County Department of Job and Family Services shall forward an initial mandated reporter notification to the referent within seven days. The notification will be provided, in accordance with the mandated reporter's preference. Information shared with the mandated reporter shall include the information permitted by ORC 2151.421(L):

- Whether the agency or center has initiated an investigation of the report;
- Whether the agency or center is continuing to investigate the report;
- Whether the agency or center is otherwise involved with the child who is the subject of the report;
- The general status of the health and safety of the child who is the subject of the report;
- Whether the report has resulted in the filing of a complaint in juvenile court or of criminal charges in another court.

When Delaware County Department of Job and Family Services closes an investigation/assessment reported by a mandated reporter, Delaware County Department of Job and Family Services shall forward an outcome mandated reporter notification to the referent. The notification will be provided in accordance with the mandated reporter's preference. Information shared with the mandated reporter shall be that permitted by ORC 2151.421 to include a notification that the agency has closed the investigation along with a point of contact.

D. Roles and responsibilities for handling emergency cases of child abuse, neglect, and dependency

1. PCSA's Response Procedure

When Delaware County Department of Job and Family Services determines that a report is emergent, Delaware County Department of Job and Family Services shall attempt a face-to-face contact with the child subject of the report/ alleged child victim within one hour of the receipt of the report.

If Delaware County Department of Job and Family Services identifies an active safety threat at any point during the assessment/investigation, the caseworker or supervisor shall implement a safety response.

If it is determined that a child is at risk of being abused, neglected, or dependent, agency services are offered to the family. The agency will first attempt to keep a family together by coordinating services needed to strengthen the family. Services may include: information and referrals, counseling, parenting education, as well as visits by an agency employee to give assistance with planned changes. Because separation from the family has a traumatic impact on children, it will occur only when the child cannot be protected nor have his/her basic needs met within the primary family.

If a child cannot remain safely within their own home, the agency will utilize one of the following options:

1. with the family to develop a temporary, safe living arrangement, usually with a relative or kinship placement, through safety planning;
2. Delaware County Juvenile Court grants removal of the child from the home through court orders, or;
3. Parents agree to sign a voluntary agreement agreeing that Delaware County Department of Job and Family Services will have custody of the child if deemed in the best interest by Delaware County Department of Job and Family Services.

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Emergency Removals

Delaware County Department of Job and Family Services will consider the emergency removal of a child from his/her own home when all of the following conditions exist:

1. The child's safety is at imminent risk and in need of protection from abuse and neglect;
2. The caretaker is unavailable, unable, or unwilling to provide protection from the abuse or neglect;
3. Supportive services cannot provide adequate protection to the child if he/she remains in the home; and
4. The court has issued an emergency order.

When an emergency order has occurred, the employee shall provide the caretaker and the child, when age appropriate, with the following information:

1. The reason for the removal;
2. The name, agency address, and agency telephone number of the social worker;
3. The address, hours, and a phone number to Juvenile Court; and
4. Where and when a hearing will be held to determine if there is a need for continued custody, placement or other court orders.

Non-Emergency Removals

Delaware County Social Services will remove a child from his/her home and provide a temporary replacement when:

1. The parents sign an agreement for temporary custody of a child; or
2. Delaware County Juvenile Court determines that the child is in need of protection and orders the child to the temporary custody of the agency. This may occur through the course of regular court activity or through the motion of Delaware County Department of Job and Family Services.

2. Law Enforcement and [Enter CAC and/or any other applicable party] Response Procedure

Delaware County Department of Job and Family Services will request assistance from the appropriate law enforcement agency to facilitate a removal when any of the following conditions exist:

1. The Employee is denied entry into the residence or denied access to the child and the employee has a court order to allow them access;
3. The parent or child offers physical resistance to the removal; The personal safety of the child is in question; or
4. The personal safety of the employee is in question.

3. Children in Need of Medical Attention Special Response Procedures

Child will be taken to the appropriate medical facility to include the local hospital, emergency room, urgent care or health department.

E. Standards and procedures to be used in handling and coordinating investigations of reported cases of child abuse and/or neglect

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Delaware County Department of Job and Family Services has the responsibility of conducting a legally sound and effective investigation. It is the agency's responsibility to coordinate the investigation with the local law enforcement agency who has jurisdiction over the case. Both professional departments must decide how to intervene in a fashion that will maximize the information obtained from the investigation while minimizing the risk of trauma to the alleged child victim and/or family members. Joint interviews should be conducted wherever possible to minimize trauma.

The investigation is a detailed fact-finding process with four primary goals:

1. To determine whether the allegation is founded;
2. To determine the degree of risk to the safety of the child;
3. To develop and implement a plan to protect the child;
4. To gather evidence to support criminal prosecution and other judicial proceedings, where indicated.

Required Interview

Child safety and risk to the alleged child victim should ultimately determine the sequence of the timing of interviews. However, Delaware County Department of Job and Family Services has mandated timeframes it must adhere to. It should be noted that the sequencing of the interview process may change if the details or specifics of a certain allegation/case warrant these changes.

Interview Environment/Location

Another consideration is the location of the interviews to be conducted. Interviews with the alleged child victim should be conducted in the least stressful and safest environment possible. These interviews can occur in several locations including, but not limited to:

1. Delaware County Department of Job and Family Services interview room (equipped with video recording equipment);
2. Law Enforcement Agencies;
3. Other neutral setting;
4. A location where the alleged child victim feels safe. Alleged

Child Victim (ACV) Interviews

The interview with the ACV should always take into consideration the strengths and the limitations of the child to be interviewed. Interviewers should acquire a working knowledge of the child's chronological age, developmental age, level of functioning, grasp of the English language, and the ability to pair known information with verbal responses. The ACV shall be interviewed by a member of the Child Abuse Investigative Team trained in conducting forensic interviews with children.

Delaware County Department of Job and Family Services shall:

1. Interview the ACV (this interview will be audio or video recorded if possible for sexual abuse cases) unless the child has already been interviewed by the Center for Family Safety and Healing-Child Advocacy Center or law enforcement and further interviewing would be detrimental to the child.
2. Photograph the area or areas of visible trauma/neglect on an ACV, unless it is unnecessary or detrimental to the ACV's well-being. Photographs will be labeled with the date and time that the photo was taken, the child's name, the area of the body or home that is being photographed and who took the photo.
3. Parents must consent to photos of the home being taken unless:
 - a. Requested by law enforcement; or
 - b. Court ordered.
4. Arrange for a medical examination for the child:

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- a. With parent, guardian or custodian consent;
- b. Without parent, guardian, or custodian consent upon:
 - i. Request of the ACV; or
 - ii. Request of a law enforcement officer or prosecuting attorney and with the consent of the ACV; or
 - iii. Court order.

Interviews with the Alleged Perpetrator/Parent/Caregiver/Witness and Other Family Members

Delaware County Department of Job and Family Services in conjunction with law enforcement (if necessary) will interview and complete a written report of the interview with:

1. The non-offending parent or caretaker to assess their knowledge of the allegations;
2. The alleged perpetrator;
3. Collateral sources or potential witnesses to the abuse or neglect; and
4. Family members that reside in the home with the ACV.

Investigations of Alleged Withholding of Medically Indicated Treatment from a Disabled Infant with Life-Threatening Conditions

When a referral of alleged withholding of medically indicated treatment from a disabled infant is received, Delaware County Department of Job and Family Services is required to comply with the requirements set forth in 5101:2-36-07 of the Ohio Administrative Code.

Health care facility information within Delaware County, Ohio: Ohio Health

Grady Memorial Hospital
561 W. Central Avenue
Delaware, Ohio 43015
Hospital: (740) 615-1000
Toll Free: (800) 487-1115
Scheduling: (614) 566-1111

Documentation of Interviews

All interviews, whether conducted jointly or separately, shall be documented by each entity involved. Delaware County Department of Job and Family Services will document its contact with the family. Other subscribers to this Memorandum of Understanding will also complete reports of their findings. By signing this Memorandum of Understanding it is understood and agreed that all involved parties will share copies of these written reports with each investigative entity, as requested and if appropriate.

Methods to be used in interviewing the child who is the subject of the report and who allegedly was abused and/or neglected, alleged perpetrators, and other family members and witnesses/collaterals will be discussed and agreed upon in advance by the Delaware County Department of Job and Family Services and the corresponding law enforcement agency.

To the extent possible investigative interviews of children who are the alleged victims of reports of abuse and/or neglect where criminal activity is suspected, including reports of human trafficking, are cooperatively planned by Delaware County Department of Job and Family Services and the law enforcement agency of the jurisdiction.

Every effort will be made by the signatories of this MOU to prevent or reduce duplicate interviews of the victims or witnesses. When feasible, to reduce trauma complete only one interview with the alleged child victim/ child subject of the report. Delaware County

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Department of Job and Family Services agrees to be the lead agency in scheduling the time, place, and location of joint interviews as well as notifying all participants.

Before starting the interview, the participants will determine who is to be present in the room, who will be asking the questions, what areas are to be covered, and who will be the scribe for the interview. Audio and video recordings may be used when necessary.

When law enforcement or the prosecutor's office interviews a participant in a criminal investigation and a representative of Delaware County Department of Job and Family Services is not present, the interviews conducted by law enforcement or the prosecutor's office may be used by Delaware County Department of Job and Family Services to meet the agency investigative requirements set forth in rule. Law enforcement or the prosecutor's office will forward a written summary of the interview to Delaware County Department of Job and Family Services upon request.

The Delaware County Department of Job and Family Services agrees not to proceed without the advice and consent of the prosecutor's office when a criminal investigation is being conducted concurrently. Delaware County Department of Job and Family Services will not jeopardize a criminal investigation but will work with law enforcement to protect the safety of the child victim or witnesses. Law enforcement will be the lead agency in the collection of forensic evidence and will coordinate with the necessary facilities to obtain and store such evidence properly.

In joint investigations, the Delaware County Department of Job and Family Services and law enforcement will share immediately all statements, reports and verbal and written opinions concerning the abusive or neglectful situations.

Delaware County Department of Job and Family Services shall follow up with law enforcement to ensure timely assistance and to complete mandated assessment/investigation activities within the forty-five-day timeframe. The timeframe can be extended in special circumstances to a maximum of sixty days if law enforcement needs additional time, however, Delaware County Department of Job and Family Services must make a disposition within the sixty-day timeframe.

- F. Standards and procedures addressing the categories of persons who may interview the child who is the subject of the report and who allegedly was abused or neglected

The categories of personnel who may conduct interviews of children who are the subjects of reports of alleged abuse, neglect, and/or dependency are limited to the following:

- Casework and supervisory staff of Delaware County Department of Job and Family Services
- Law enforcement personnel
- County or city prosecuting attorneys, assistant prosecuting attorneys, in-house JFS legal counsel if applicable, and their investigative staff.

- G. Standards and procedures for Delaware County Department of Job and Family Services' requests for law enforcement assistance

A Delaware County Department of Job and Family Services employee investigating a report of suspected child abuse and neglect shall immediately request the appropriate law enforcement agency in the following situations:

1. To request assistance in completing any mandated or necessary investigation requirements;
2. When the situation is of a nature as to warrant possible legal action; When a third-party investigation is required;
3. When an out of home investigation is required;
4. With cases involving a missing child;
6. With cases involving the death of a child from alleged abuse or neglect;
7. In all reports containing allegations of sexual abuse;
8. In all reports containing allegations of severe injury or cruel and unusual punishment;
9. When the threat of physical harm to the employee exists or to anyone else involved in the case;
10. When requesting assistance in removing a child;
11. When requesting assistance in an after-hours investigation; and
12. When there is reason to believe that a crime has been committed or is going to be committed.

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Delaware County Department of Job and Family Services may request the assistance of law enforcement during an assessment/investigation if one or more of the following situations exist:

- An exigent circumstance exists.
- Delaware County Department of Job and Family Services has reason to believe that the child is in immediate danger of serious harm.
- Delaware County Department of Job and Family Services has reason to believe that the worker is, or will be, in danger of harm.
- Delaware County Department of Job and Family Services has reason to believe that a crime is being committed, or has been committed, against a child.
- Delaware County Department of Job and Family Services is removing a child from his or her family via an order of the court and the assistance of law enforcement is needed as Delaware County Department of Job and Family Services has reason to believe the family will challenge the removal.
- Delaware County Department of Job and Family Services is working with a client who has a propensity toward violence and the assistance of law enforcement is needed to ensure the safety of all involved.
- Delaware County Department of Job and Family Services is working with a family that has historically threatened to do harm to PCSA staff.

H. Specialized Investigations or Circumstances

To the extent possible, investigative interviews of children who are the alleged child victims/child subjects of the report of abuse and neglect where criminal activity is suspected, including reports of human trafficking, physical and sexual abuse, domestic violence, child endangering, or the like, are cooperatively planned by Delaware County Department of Job and Family Services and the law enforcement agency of jurisdiction.

1. Out-of-Home Care

Delaware County Department of Job and Family Services conducts an out-of-home care investigation in response to a child abuse or neglect report that includes an alleged perpetrator who meets one or more of the following criteria:

- Is a person responsible for the alleged child victim's care in an out-of-home care setting as defined in rule 5101:2-1-01 of the Administrative Code.
- Is a person responsible for the alleged child victim's care in out-of-home care as defined in section 2151.011 of the Revised Code.
- Has access to the alleged child victim by virtue of his/her employment by or affiliation to an organization as defined in section 2151.011 of the Revised Code.
- Has access to the alleged child victim through placement in an out-of-home care setting.

Delaware County Department of Job and Family Services follows the procedures for conducting out-of-home care investigations as described in section 5101:2-36-04 of the OAC.

Joint Investigation Requirements

1. Initial intervention of child abuse and neglect cases can be made by either the social services agency or appropriate law enforcement agency; however, any serious report involving injury or hospitalization requires a joint cooperative intervention between the agencies.
2. The following types of cases may require a joint investigation:
 - a. Those requiring third party involvement;
 - b. Those involving a child death in which abuse or neglect is suspected as a cause;
 - c. Those involving alleged withholding of appropriate nutrition, hydration;
 - d. Those involving child sexual abuse allegations; and
 - e. Those involving serious physical abuse or neglect that may result in criminal proceedings.
3. Upon receipt of a potentially life-threatening child abuse or neglect report,

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immediate contact between Delaware County Department of Job and Family Services and the appropriate law enforcement agency will be made by telephone during business hours, or after-hours through Delaware County Sheriff's Office (or City of Delaware Police Department if in the City of Delaware), to jointly plan intervention and investigation.

4. Injoint investigations, Delaware County Department of Job and Family Services and law enforcement will share immediately all statements, reports and verbal and written opinions concerning the abusive or neglectful situations.
5. Delaware County Department of Job and Family Services shall meet its obligation of maintaining communication with the appropriate law enforcement agency regarding child abuse and neglect investigations. The following guidelines will apply:
 - a. A written report will be filed with law enforcement regarding any investigation involving the death of a child;
 - b. Written reports will be filed as requested by law enforcement agencies; and
 - c. Telephone contact will be maintained to share information onjoin investigations.
6. Delaware County Department of Job and Family Services will report suspected felonies to law enforcement authorities. If further investigation is required, the Delaware County Prosecuting Attorney will collaborate with the appropriate law enforcement agency or Job and Family Services in preparing the case for criminal charges.
7. If law enforcement is unable to conduct the joint interview with an involved party within the mandated time frames, Delaware County Department of Job and Family Services will conduct interviews within their mandated timeframes. This includes elongated timeframes created by permissible waivers and extensions.

2. Third-Party Investigations

In accordance with section 5101:2-36-08 of the OAC, Delaware County Department of Job and Family Services shall request a third-party investigation be conducted by a local law enforcement agency or a PCSA in a contiguous county when there is potential for a conflict of interest because one of the following parties is a principal of the report:

- Any employee of an organization or facility that is licensed or certified by the Ohio Department of Job and Family Services (ODJFS) or another state agency and supervised by the PCSA. A foster caregiver, pre-finalized adoptive parent, adoptive parent, relative, or kinship caregiver who is recommended, approved, or supervised by the PCSA.
- A type B family childcare home or type A family childcare home licensed by ODJFS when the CDJFS has assumed the powers and duties of the county children services function defined in Chapter 5153. of the Revised Code.
- Any employee, or agent of ODJFS or the PCSA as defined in Chapter 5153. of the Revised Code.
- Any authorized person representing ODJFS or the PCSA who provides services for payment or as a volunteer.
- A foster caregiver or an employee of an organization or facility licensed or certified by ODJFS and the alleged child victim is in the custody of, or receiving services from, the PCSA that accepted the report.
- Any time a PCSA determines that a conflict of interest exists. The PCSA shall document in the case record if a conflict of interest is identified.

Delaware County Department of Job and Family Services shall request that law enforcement serve as the third party when a report alleges a criminal offense. Delaware County Department of Job and Family Services must request the assistance of a third party within 24 hours of identifying that a conflict of interest exists.

In joint investigations, Delaware County Department of Job and Family Services and law enforcement will share immediately all statements, reports and verbal and written opinions concerning the abusive or neglectful situations.

3. Child Fatality- Suspected cause of death is abuse or neglect

Delaware County Department of Job and Family Services is governed by ORC section

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307.622 and must have a child fatality review board.

4. Child Fatality- Death of a child in the custody of Delaware County Department of Job and Family Services

Delaware County Department of Job and Family Services follows section 5101:2-33-14 of the OAC following the death of a child in its custody.

A joint investigation between the social services agency or appropriate law enforcement agency may be required in cases involving a child death where abuse or neglect is suspected as a cause.

A written report shall be filed with law enforcement regarding any investigation involving the death of a child.

A Delaware County Department of Job and Family Services employee investigating a report of suspected child abuse and neglect shall immediately request the appropriate law enforcement agency in cases involving the death of a child from alleged abuse or neglect.

5. **Allegations of withholding medically indicated treatment from disabled infants with life-threatening conditions.**

Delaware County Department of Job and Family Services follows the procedures described in section 5101:2-36-07 of the OAC for responding to these reports.

The withholding of medically indicated treatment is the refusal to provide appropriate nutrition, hydration, medication, or other medically indicated treatment from a disabled infant with a life-threatening condition.

Medically indicated treatment includes the medical care most likely to relieve, or correct, the life-threatening condition. Nutrition, hydration, and medication, as appropriate for the infant's needs, are medically indicated for all disabled infants; in addition to, the completion of appropriate evaluations or consultations necessary to assure that sufficient information has been gathered to make informed medical decisions on behalf of the disabled infant.

In determining whether treatment is medically indicated, reasonable medical judgments made by a prudent physician, or treatment team, knowledgeable about the case and its treatment possibilities are considered. The opinions about the infant's future "quality of life" are not to bear on whether a treatment is judged to be medically indicated. Medically indicated treatment does not include the failure to provide treatment to a disabled infant if the treating physician's medical judgment identifies any of the situations listed in OAC section 5101:2-36-07(A)(3)(a-d).

Investigations of Alleged Withholding of Medically Indicated Treatment from a Disabled Infant with Life-Threatening Conditions

When a referral of alleged withholding of medically indicated treatment from a disabled infant is received, Delaware County Department of Job and Family Services is required to comply with the requirements set forth in 5101:2-36-07 of the Ohio Administrative Code.

A child will be taken to any health care facility as determined by proximity or need.

Health care facility information within Delaware County, Ohio:

Ohio Health Grady Memorial Hospital
561 W. Central Avenue
Delaware, Ohio 43015
Hospital: (740) 615-1000
Toll Free: (800) 487-1115
Scheduling: (614) 566-1111

Nationwide Children's Hospital Close to Home Center with Emergency
Department-Lewis Center
7853 Pacer Drive
Delaware, Ohio 43015
(614) 355-7900

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Point of contact for allegations involving alleged withholding of medically indicated treatment from disabled infants with life-threatening conditions:

Manager of Social Work Case Management, Grady Memorial Hospital (614) 544-8053

Nurse Manager, NCH Emergency Department (614) 355-7952

6. Allegations of child abuse and/or neglect constituting a crime against a child, including human trafficking, and require a joint assessment/investigation with law enforcement

Delaware County Department of Job and Family Services has the responsibility of conducting a legally sound and effective investigation. It is the agency's responsibility to coordinate the investigation with the local law enforcement agency who has jurisdiction over the case. Both professional departments must decide how to intervene in a fashion that will maximize the information obtained from the investigation while minimizing the risk of trauma to the alleged child victim and/or family members. Joint interviews should be conducted whenever possible to minimize trauma.

7. Reports of cases involving individuals who aid, abet, induce, cause, encourage, or contribute to a child or a ward of the juvenile Court becoming dependent, neglected, unruly, and delinquent child

For all reports involving cases of individuals, Delaware County Department of Job and Family Services will refer to the Delaware County Prosecutor's Office or to the local Law Enforcement of Jurisdiction.

8. Reports involving individuals who aid, abet, induce, cause, encourage, or contribute to a child or a ward of the juvenile court by leaving the custody of any person, department, or public or private institution without the legal consent of that person, department, or institution

For all reports involving cases of individuals, Delaware County Department of Job and Family Services will refer to the Delaware County Prosecutor's Office or to the local Law Enforcement of Jurisdiction.

9. Receiving and responding to reports of missing children

Upon learning that a minor child has either run away from or is otherwise missing from the home or the care, custody, and control of the child's parents, custodial parent, legal guardian, or non-custodial parent Delaware County Department of Job and Family Services shall:

- *Refer the reporter to the law enforcement agency in the appropriate jurisdiction.
- *Contact the law enforcement agency for entry into the National Crime Information Center (NCIC) database if the child is in Delaware County Department of Job and Family Services custody.
- *Contact the National Center for Missing and Exploited Children (NCMEC) if the child is in Delaware County Department of Job and Family Services custody.

Upon request of law enforcement, Delaware County Department of Job and Family Services shall provide assistance and cooperation in the investigation of a missing child, including the immediate provision of any information possessed by Delaware County Department of Job and Family Services which may be relevant in the investigation.

Law enforcement shall notify Delaware County Department of Job and Family Services upon learning that a minor child who is alleged to be in the child services system or who is known or suspected to be abused or neglected has either run away from or is otherwise missing from the home or the care, custody, and control of the child's parents, custodial parent, legal guardian, or non-custodial parent.

I. Standards and procedures for removing and placing children

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1. Emergency

Emergency removal of a child from home is necessary when the child is at imminent risk of harm and in need of protection from abuse, neglect, or dependency.

An ex parte order may be issued with or without a complaint being filed. Prior to taking the child into custody the judicial fact-finder must make a determination that reasonable efforts were made to notify the child's parents, guardian, or custodian, or there were reasonable grounds to believe doing so would jeopardize the safety of the child, or lead to the removal of the child from the jurisdiction.

Juv. R 6 orders can be issued in-person, by phone, video conference, or otherwise. Reasonable grounds must exist to believe the child's removal is necessary to prevent immediate or threatened physical or emotional harm.

Findings must be made that the agency either did or did not make reasonable efforts to prevent the removal of the child from their home with a brief description of services provided and why those did not prevent the removal or allow the child to return home, and if temporary custody is granted to the PCSA an additional finding that it would be contrary to the welfare and best interest of the child to continue in the home. If granted, a shelter care hearing must be scheduled the next business day (but not later than seventy-two hours) after the emergency order has been issued. If the ex parte motion is denied the matter must be set for a shelter care hearing within ten days from the filing date.

Delaware County Department of Job and Family Services will consider the emergency removal of a child from his/her own home when all of the following conditions exist:

1. The child's safety is at imminent risk and in need of protection from abuse or neglect;
2. The caretaker is unavailable, unable, or unwilling to provide protection from the abuse or neglect;
3. Supportive services cannot provide adequate protection to the child if he/she remains in the home; and
4. The court has issued an emergency order.

When an emergency order has occurred, the employee shall provide the caretaker and the child, when age appropriate, with the following information: The reason for the removal;

5. The name, agency address, and agency telephone number of the social worker;
6. The address, hours, and phone number to Juvenile Court; and
7. Where and when a hearing will be held to determine if there is a need for continued custody, placement, or other court orders.

2. Non-emergency

Upon receiving a report alleging child abuse, neglect, and/or dependency, Delaware County Department of Job and Family Services commences an investigation in accordance with the requirements of section 2151.421 of the ORC. If the final case decision rises to the level of court involvement, Delaware County Department of Job and Family Services shall approach the juvenile court and file a complaint alleging the child(ren) to be abused, neglected, or dependent per ORC 2151.27. The matter will be set for a shelter care/preliminary protective hearing expeditiously by the juvenile court.

Reasonable oral or written notice of the time, place, and purpose of the hearing must be provided to the parents, guardian, or custodian unless they cannot be found. The same parties are also entitled to notification that a case plan may be prepared, the general requirements, and possible consequences of non-compliance with the case plan.

The parties will be served with the complaint and summons to appear before the juvenile court. Unrepresented parties are advised by the juvenile court of their right to counsel. Counsel is appointed for children when abuse is alleged. A Guardian Ad Litem is appointed to all children subject of abuse, neglect, or dependency proceedings. A separate guardian ad litem may be appointed to minor parents or parents who appear mentally incompetent.

The judicial fact-finder must determine whether there is probable cause that the child is abused, neglected, or dependent; the child is in need of protection, whether or not there is an appropriate relative or kin willing to assume temporary custody of the child, reasonable efforts were made by Delaware County Department of Job and Family

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Services to prevent the removal or continued removal or to make it possible for the child to return home safely, and for temporary custody orders to Delaware County Department of Job and Family Services that it would be contrary to the welfare and best interest of the child to continue in the home. All other temporary orders should be requested and considered at this time.

Delaware County Department of Job and Family Services will remove a child from his/her home and provide temporary placement when:

- 1. The parents sign an agreement for temporary custody of a child; or
- 2. Delaware County Juvenile Court determines that the child is in need of protection and orders the child to the temporary custody of the agency. This may occur through the course of regular court activity or through the motion of Delaware County Department of Job and Family Services.

J. [Optional Section(s)]

DNot Applicable *(if selected this section is not relevant.)*

[Maintaining Operations, including but not limited to, receiving and investigating child abuse and/or neglect reports in the event of a disaster]

[Deserted Child Procedures]

IV. TRAINING

Cross system training is to be provided to and a plan developed by all signatories of this MOU to ensure parties understand the mission and goals identified in this MOU and are clear about the roles and responsibilities of each agency. Periodic trainings events will be coordinated by Delaware County Department of Job and Family Services as the lead agency and notification of the trainings will be provided to the signatories of this agreement. By agreeing to participate in the county MOU process signatories express a commitment to attend training opportunities when presented.

V. CONFLICT RESOLUTION

Not Applicable *(if selected this section is not relevant.)*

When a conflict occurs among county partners, the effect is often broader than the individuals directly involved in the dispute. As disputes are often inevitable this MOU must set forth the local process by which disputes will be resolved so as not to disrupt program effectiveness.

As the mandated agency responsible for the provisions of child protective services, the ultimate decision on how to handle abuse, neglect investigations lie with Delaware County Department of Job and Family Services. Every effort will be made to take in to account other subscribers' requests and concerns relating to services.

Criminal investigations and prosecution remain the responsibility of the prosecuting attorney and appropriate law enforcement agencies. Delaware County Department of Job and Family Services will assist these agencies, but in no way, interfere or jeopardize a criminal investigation or prosecution.

For cases which come before the court as it relates to decisions and orders, the Juvenile Judge's rulings are final.

In the event internal conflict resolution efforts fail and a statutorily required participant refuses to sign or engage in the MOU process the PCSA is to consult with the County Prosecutor to explore available remedies.

VI. CONFIDENTIALITY STATEMENT

Any report made in accordance with ORC section 2151.421 is confidential. Both the information and the name of the person who made the report under section 2151.421 shall not be released to the public for use and shall not be used as evidence in any civil action or proceeding brought against the person who made the report.

Children services records are not public records and are exempt from Ohio's Sunshine Laws under ORC 149.43. Children Services records are confidential in nature and should be treated accordingly.

ORC section 2151.423 requires Delaware County Department of Job and Family Services to disclose confidential information discovered during an investigation conducted pursuant to section 2151.421 or 2151.422 of the Ohio Revised Code to any federal, state, or local

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government entity that needs the information to carry out its responsibilities to protect children from abuse or neglect. Likewise, law enforcement, The Center for Family Safety and Healing, and other entities are expected to release information to Delaware County Department of Job and Family Services for the purpose of carrying out its responsibility of protecting children from abuse and/or neglect.

The information received in a report of alleged child abuse or neglect is highly sensitive and should be maintained in confidence. When any person commits, causes, permits or encourages the unauthorized dissemination of information, Delaware County Department of Job and Family Services shall give written notification of such unauthorized dissemination to the Delaware County Prosecuting Attorney. The reporter's identity is confidential and cannot be confirmed or denied. The confidentiality provisions of this MOU will survive the expiration or termination of this agreement.

Information regarding the report and/or investigation of alleged abuse or neglect may be shared only when dissemination is authorized by OAC section 5101:2-33- 21 and in accordance with the procedures outlined in OAC section 5101:2-33-21. The unauthorized dissemination of confidential information is a misdemeanor and is punishable by law.

In the event of unauthorized dissemination of information, the party who learns of the breach of confidentiality will notify the Director of Delaware County Department of Job and Family Services as soon as possible. The notification will be sent to the Director in writing describing the circumstances surrounding the breach. The notification will specify the confidential information released, who is responsible for disseminating the confidential information, how it was disseminated, and the parties who have access to the information without authorization. The Director of Delaware County Department of Job and Family Services shall then refer this information to the prosecutor at their discretion.

Each report of suspected child abuse and neglect is confidential. The information shared with the subscribers of the memorandum of understanding is made available only for the purposes of investigation, treatment or case management of suspected child abuse and neglect (or otherwise deemed to be in the best interest of the child victim or the family).

The information provided in a report and the name of the person who made the report shall not be released for use, and shall not be used, as evidence in any civil action or proceeding brought against the person who made the report. In a criminal proceeding, the report is admissible as evidence in accordance with the Rules of Evidence and is subject to discovery in accordance with the Rules of Criminal Procedure.

No person shall permit or encourage unauthorized dissemination of the contents of any report made pursuant to the ORC 2151.421 and/or this Memorandum of Understanding. The identity of the referral source shall be considered a part of the report. Delaware County Department of Job and Family Services shall not release or affirm the identity of any party without the referral source's consent, except for the purpose of judicial testimony, if court intervention is deemed necessary to protect the child. Delaware County Department of Job and Family Services will work with the prosecuting attorney to protect the identity of all reporters of child abuse and/or neglect whenever possible.

Anyone or any organization participating in good faith in the making of reports of possible child abuse or neglect, and anyone participating in good faith in a judicial proceeding resulting from the report, shall be immune from any civil or criminal liability for injury, death or loss to person or property that otherwise might be incurred or imposed as a result of the making of the reports or the participation in the judicial proceeding.

VII. TERMS AND CONDITIONS AND STATUTORY REQUIREMENTS

This MOU must be retained for a period of at least seven years per the state of Ohio records retention schedule. Please refer to Delaware County Department of Job and Family Services records retention policy for information on forms to be completed and processes to be followed for the destruction of records.

Consultation among the signatories will be done in person, whenever practicable. When an in-person meeting is not possible the signer may employ the use of alternative methods of communication including but not limited to MS Teams, Skype, Zoom, or telephone as agreed upon by all members. When Delaware County Department of Job and Family Services is seeking consultation with a signer of this memorandum regarding an active referral of child abuse and/or neglect and has met in person or spoken with another signer, Delaware County Department of Job and Family Services will make written contact with the appropriate agency by the next working day to request the needed information and make the referral in writing.

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The required members shall review and evaluate the terms and conditions of the MOU every biennium. All required members to the MOU will sign the new or updated agreement. Delaware County Department of Job and Family Services is to submit the MOU to the Board of County Commissioners for review and approval with enough time for any revisions to be made prior to December thirty- first of the year.

This MOU does not inhibit good faith compliance with a subpoena issued by a Grand Jury or in a criminal case. Dissemination of records pursuant to the State's discovery obligations is authorized. However, work product and other privileges are expected to be upheld.

Failure to follow the procedure set forth in the MOU by the concerned officials is not grounds for, and shall not result in, the dismissal of any charges or complaint arising from any reported case of abuse or neglect or the suppression of any evidence obtained as a result of reported child abuse or child neglect and does not give, and shall not be construed as giving, any rights or any grounds for appeal or post-conviction relief to any person.

This MOU shall be governed by and construed in accordance with applicable state and federal laws and regulation. In the event any portion of this MOU is inconsistent with state or federal law, that portion shall be without effect as if stricken from the document and the remaining portion shall remain in full force and effect.

VIII. SIGNATURES OF EACH PARTICIPATING AGENCY: *The number of required signatures will vary widely by county. It will be helpful to have the signatures take up the entirety of 1 page so counties could use as many signature pages as needed.*

The signature section authorizes the participating parties of the agreement to begin enactment of MOU protocols and activities. The participating members agree to follow the terms of this MOU and to meet at minimum once every biennium to review terms and conditions, evaluate if updates are needed, and sign a new or amended MOU on the second Monday of September at 9:00 a.m. unless otherwise agreed upon by the participating parties.

If any individual serving as a signatory changes mid-term, Delaware County Department of Job and Family Services is to provide the new required member with the current memorandum. The new member remains bound by the most recently approved version of the memorandum. Their signature is to be obtained and submitted on or before the next biennial review.

A required member to this agreement may terminate their involvement in the MOU for good cause upon giving reasonable written notice to the other required members in this MOU. Members will provide written notice to the PCSA Administrator and shall be no less than 30 days.

Any party may request modifications in writing to all participating parties. All parties shall respond within 30 days of receiving the request for modification.

If any party wishes to terminate their involvement, said party shall provide written notice to the Delaware County Prosecutor's Office and PCSA Administrator. Notices shall include reasons for terminating participation.

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

**16
RESOLUTION NO. 23-1123**

IN THE MATTER OF APPOINTING A MEMBER TO THE DELAWARE COUNTY PUBLIC DEFENDER COMMISSION:

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

WHEREAS, in Resolution No. 20-781, adopted on September 3, 2020, the Delaware County Board of Commissioners (the "Board") established the Delaware County Public Defender Commission (the "Commission"), effective October 1, 2020; and

WHEREAS, pursuant to section 120.13 of the Revised Code, the Board shall make appointments to the Commission, and terms of office shall be for four years, each term ending on the same day of the same month of the year as did the term which it succeeds; and

WHEREAS, pursuant to section 120.13 of the Revised Code, at least one of the Board's appointments shall be an attorney admitted to the practice of law in this state; and

WHEREAS, Don Hunter has resigned his seat on the Commission, creating a vacancy for this seat, the term for which expires October 1, 2024; and

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WHEREAS, on June 20, 2013, the Board adopted Resolution No. 13-645, adopting a policy for the appointment of members to boards and commissions (the "Policy"), which requires posting of all available positions for at least fourteen (14) days and permits the Board to conduct interviews of any applicants; and

WHEREAS, the Board desires to approve an exception to the Policy in order to appoint a new member of the Delaware County Public Defender Commission;

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

Section 1. The Board hereby appoints Lisa Kraft as a member of the Delaware County Public Defender Commission for an unexpired term ending October 1, 2024.

Section 2. The appointment approved herein shall take effect immediately upon the adoption of this Resolution.

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

**17
RESOLUTION NO. 23-1124**

IN THE MATTER OF APPOINTING A MEMBER TO THE DELAWARE COUNTY TRANSIT BOARD:

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

WHEREAS, on October 25, 1999, the Delaware County Board of Commissioners (the "Board of Commissioners") created the Delaware County Transit Board (the "Transit Board") and made the necessary appointments to the Transit Board, pursuant to section 306.01 and 306.02 of the Revised Code; and

WHEREAS, as necessary, the Board of Commissioners has made appointments to the Transit Board to fill vacancies in both unexpired and expired terms; and

WHEREAS, a vacancy exists for the DCT-5 seat, the term for which will expire October 24, 2026, and Jill Love has applied for appointment to this term;

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

Section 1. The Board of Commissioners hereby appoints Jill Love as a member of the Transit Board to the DCT-5 seat, the term for which expires October 24, 2026.

Section 2. The appointment approved herein shall take effect immediately upon the adoption of this Resolution.

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

**18
RESOLUTION NO. 23-1125**

IN THE MATTER OF APPROVING CHANGE ORDER OCO-16 TO THE CONSTRUCTION MANAGER AT RISK CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND GILBANE BUILDING COMPANY FOR THE BYXBE CAMPUS DACC REDEVELOPMENT PROJECT:

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

WHEREAS, the Director of Facilities recommends approval of change order OCO-016 to the Construction Manager at Risk Contract for the Byxbe Campus DACC Redevelopment Project;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves change order OCO-016 to the contract between the Delaware County Board of Commissioners and Gilbane Building Company for the Byxbe Campus DACC Redevelopment Project, as follows:

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December 19, 2023



Mr. Jon Melvin
Delaware County
Director of Facilities, Facility Management
1405 US Highway 23 North
Delaware, OH 43015

Reference: Delaware County Byxbe Campus DACC Redevelopment

Subject: Request for Change
OCO 16

Dear Mr. Melvin:

Gilbane Building Company requests authorization to proceed with the following ADDITIONAL/REDUCED scopes of work:

| Scope Description: | Cost |
|---|-----------|
| See attached document for scopes and cost breakdown | |
| | |
| Cost of Construction | \$ 84,340 |

| | |
|-------------------|---|
| Schedule Impact ? | N |
| Days | 0 |

| | | | |
|------------------------|---|------|--|
| Funding Source? | | | |
| Owner Change | X | | |
| Allowance | | OA # | |

Sincerely,
GILBANE BUILDING COMPANY

Charles Guy
Project Manager

M+A Architects
Approved by: _____
Janell Arehart

Date: _____

Delaware County
Recommended by: _____
Jon Melvin, Director of Facilities

Date: _____

Approved by: _____

Date: _____

(Copy of exhibits 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

**19
TIM WILSON,
DELAWARE COUNTY VISITORS BUREAU:
UPDATES ON TOURISM AND THE YEAR**

**20
RESOLUTION NO. 23-1126**

IN THE MATTER OF APPROVING A CONTRACT FOR SERVICES WITH FISHEL DOWNEY ALBRECHT AND RIEPENHOFF LLP:

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

WHEREAS, the Deputy County Administrator recommends approval of the Contract for Services between the Delaware County Board of Commissioners and Fishel Downey Albrecht and Riepenhoff LLP;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Contract for Services between the Delaware County Board of Commissioners and Fishel Downey Albrecht and Riepenhoff LLP:

CONTRACT FOR SERVICES FOR DELAWARE COUNTY, OHIO

THIS AGREEMENT, made this 21st day of December, 2023, by and between the Delaware County Commissioners, hereinafter "County" and Fishel Downey Albrecht & Riepenhoff LLP, Attorneys at Law, New Albany, Ohio, hereinafter "Attorneys."

WITNESSETH:

WHEREAS, the County is desirous of securing the services of the Attorneys to assist and represent the County in matters of human resource personnel management, civil service, and public sector issues, labor relations, and negotiations; and

WHEREAS, the results of the decisions regarding such matters have a very significant fiscal and operational impact on the County; and

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WHEREAS, the County has determined that certain legal, technical, and professional assistance will enable them to participate more effectively in these processes; and

WHEREAS, Fishel Downey Albrecht & Riepenhoff LLP is experienced and willing to perform the above services, wherein there is an agreement specifying the rights and duties of each party;

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows.

ARTICLE I SCOPE OF WORK

The Attorneys will perform services in assisting the County as may be instructed by the County, including advice and services in order for the County to carry out their human resource management, civil service administration, labor relations programs and other matters. Such services to the County include:

- A. To provide necessary assistance, research, and analysis with respect to the specific problems that develop in matters that come before the County and to advise and/or represent the County in matters as directed by the County;
- B. To advise the County as to the implications of both economic and non-economic issues raised in both formal and informal bargaining sessions, along with the implications of the existing personnel practices and collective bargaining agreements, if any;
- C. To advise the County and participate in both formal and informal bargaining sessions with the representatives of the various employee organizations that may represent employees with the County; and
- D. To provide any other necessary representation to the County's management personnel and elected officials throughout specific negotiating periods and, at the request of the County, on other matters relating to the County's labor relations program, or civil service.

ARTICLE II CONSIDERATION AND TERM OF CONTRACT

The compensation of the Attorneys shall be on the basis of an hourly rate of two hundred ten dollars (\$210) per hour for all time expended by attorneys on behalf of the County and eighty-five dollars (\$85) per hour for all time expended by the Law Clerks/Paralegals on behalf of the County. The term of the contract shall be for a period beginning January 1, 2024 and ending December 31, 2024. The Attorneys shall be compensated for all necessary and reasonable direct costs incurred exclusive of normal administrative costs. The Attorneys shall be compensated for all actual hours of work performed for the County including those hours for consultation, assistance, research, and preparation.

The Attorneys shall bill for services and costs on a monthly basis with compensation to be payable within thirty (30) calendar days after billing. The Attorneys shall provide the County with monthly billings setting forth, in itemized detail, all time charges and reasons therefore, along with all necessarily incurred disbursements and expenses and reasons therefore.

This Agreement may be canceled by either party upon notice, in writing, delivered upon the party thirty (30) days prior to the effective date of cancellation. If such cancellation should be by the County, the County will be obligated to pay for the amount of work completed by the Attorneys. The parties further agree that should the Attorneys become unable for any reason to complete such work called for by virtue of this Agreement, that such work as the Attorneys have completed to the date of their inability to continue the terms of this Agreement shall become the property of the County as full discharge of Attorneys' liability hereunder without obligation for additional payment.

The parties expressly agree that this Agreement shall not be assigned by either party. The Agreement and any modifications, amendments, or alterations, shall be governed, constructed, and enforced under the laws of Ohio. The obligations of the County under this Agreement shall be subject to the applicable provisions of the Ohio Revised Code.

ARTICLE III CONTRACT CONSTRUCTION AND ADMINISTRATION

The Agreement constitutes the entire understanding between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties.

If any term or provision of this Agreement or the application thereof to any person or circumstances should, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be effected thereby, and each remaining term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Notwithstanding any provisions herein contained, it is expressly understood and agreed that the County shall not be construed or held to be a partner, associate, or joint venturer of the Attorneys in the conduct of the provisions of this Agreement. The Attorneys shall at all times have the status of an independent contractor

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without the right or authority to impose tort or contract liability on the County for contracts entered into by the Attorneys with third parties.

The County agrees to make available to the Attorneys all necessary records in the custody of the County and the assistance of all appropriate department employees, as the Attorneys may need for carrying out the work under this Agreement within legal limitations.

ARTICLE IV NON-DISCRIMINATION

The attorneys shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin or disability. The attorneys shall take affirmative action to ensure that applicants and employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, sexual orientation, or disability.

The implementation of this Contract will be carried out in strict compliance with all federal, state, or local laws regarding discrimination in employment.

In the event the attorneys are determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law, this Contract may be canceled, terminated or suspended in whole or in part by County and attorneys may be declared ineligible for future contracts with the County.

ARTICLE V PROFESSIONAL LIABILITY INSURANCE

Throughout the life of this Agreement, the Attorneys agree to maintain, current and without lapse, professional liability insurance in an amount adequate to protect it and the County against any and all liability arising from the professional services provided under the Agreement.

ARTICLE VI INDEMNITY

To the fullest extent permitted by law, the attorneys shall indemnify, save and hold the County, its officers, agents, servants, and employees free and harmless of all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney’s fees, arising from any accident or occurrence related in any manner to the attorney’s performance of this contract. The attorneys shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the County by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney’s fees. No employee of the attorneys shall at any time be considered an agent or employee of the County, except as expressly set out in this Contract.

The attorneys shall carry such bodily injury and property damage liability insurance as will protect it and the County against claims for personal injury, including death or property damage, which may arise from operations under this Contract. The attorneys will also provide proof of coverage by the Bureau of Workers Compensation upon request.

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

**21
RESOLUTION NO. 23-1127**

IN THE MATTER OF CONTINUING THE EMPLOYMENT OF LEGAL COUNSEL AND FIXING THE COMPENSATION TO BE PAID FOR LEGAL SERVICES PURSUANT TO R.C. 309.09(C):

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

WHEREAS, pursuant to section 309.09(C) of the Revised Code, the Delaware County Board of Commissioners (the “Board”) may employ an attorney, without the authorization of the court of common pleas as provided in section 305.14 of the Revised Code, either for a particular matter or on an annual basis, to represent the Board in its official capacity and to advise it on legal matters; and

WHEREAS, prior to employing an attorney, the Board shall enter upon its journal an order of the Board in which the compensation to be paid for the legal services shall be fixed, which shall be paid from the county general fund, provided the total compensation paid, in any year, by the Board for legal services under section 309.09(C) of the Revised Code shall not exceed the total annual compensation of the prosecuting attorney;

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

Section 1. The Board hereby authorizes continuing the employment of legal counsel for 2024, to represent the Board in its official capacity and to advise it on legal matters.

Section 2. The Board hereby fixes the compensation to be paid for the legal services provided by the Board’s General Counsel for 2024 at \$102,767.77.

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Section 3. The County Administrator is hereby authorized to complete all administrative actions necessary to carry this Resolution into effect.

Section 4. This Resolution shall take effect immediately upon adoption.

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

22

RESOLUTION NO. 23-1128

IN THE MATTER OF FIXING THE COMPENSATION FOR THE COUNTY ADMINISTRATOR FOR 2024:

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

WHEREAS, pursuant to section 305.29 of the Revised Code, the Board of Commissioners (the "Board") shall fix the compensation of the county administrator;

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

Section 1. The Board hereby fixes the compensation of the county administrator for 2024 at \$217,239.36, payable in twenty-six equal biweekly payments, plus all fringe benefits in accordance with Board policies.

Section 2. The Board hereby continues the additional compensation for the county administrator in the form of a telephone allowance at the rate of Eighty Dollars (\$80.00) per calendar month, as approved in Resolution No. 21-1023. The car allowance approved in Resolution No. 21-1023, and later revised in Resolution No. 22-1147, shall not be continued.

Section 3. The Deputy County Administrator is hereby authorized to complete all administrative actions necessary to carry this Resolution into effect.

Section 4. This Resolution shall take effect immediately upon adoption.

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

24

RESOLUTION NO. 23-1129

IN THE MATTER OF PROCEEDING WITH THE CONSTRUCTION OF IMPROVEMENTS TO HOME ROAD AND GREEN MEADOWS DRIVE, BOTH LOCATED EAST OF U.S. ROUTE 23 IN ORANGE TOWNSHIP, DELAWARE COUNTY, OHIO, AND ASSESSING THE COST THEREFOR:

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

WHEREAS, on October 26, 2021, Kerbler Builders; Kerbler Farms, LLC; and JAK Investments II, LLC, jointly filed a petition with the Delaware County Board of Commissioners (the "Board") requesting the construction of improvements to Home Road and Green Meadows Drive, both located east of U.S. Route 23 in Orange Township, Delaware County, Ohio (the "Improvements"); and

WHEREAS, the petitioners also request the Board levy an assessment to pay for a specified amount of the cost of the Improvements, and the petitioners represent at least fifty-one percent of the owners of lands to be assessed; and

WHEREAS, the Board viewed the proposed Improvements on November 22, 2021; and

WHEREAS, on November 9, 2023, Pulte Homes of Ohio, LLC, filed with the Board a request to join the petition for the Improvements; and

WHEREAS, the petitioners represent one hundred percent of the property owners to be assessed for the Improvements, have consented to the assessments, and have waived any further rights related to the proceedings for the Improvements; and

WHEREAS, pursuant to sections 5555.02 and 5555.06 of the Revised Code, the Board may by resolution find that the public convenience and welfare require the improving of any public road, fix the route and termini of such improvement, and apportion the cost thereof; and

WHEREAS, the Delaware County Engineer recommends that the Board proceed with the construction of the Improvements;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, STATE OF OHIO, THAT:

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Section 1. The Board, acting by unanimous vote, hereby finds and determines that the public convenience and welfare require construction of the Improvements.

Section 2. The Board hereby levies the assessments for the cost of the Improvements, as set forth in the petition, which is, by this reference, incorporated herein by reference, which assessments are according to the benefit to the assessed real estate, and the remainder of the cost shall be paid from any funds in the county treasury available for such purpose.

Section 3. The Board hereby directs the Delaware County Engineer to prepare the necessary surveys, plans, profiles, cross sections, estimates of cost, and specifications for the Improvements, together with the schedule of assessments. The County Administrator shall take all necessary actions to certify the assessments levied herein and otherwise encumber the real estate assessed in accordance with this Resolution.

Section 4. The Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were in meetings open to the public, in compliance with the laws of the State of Ohio.

Section 5. The Board hereby approves the surveys, plans, profiles, cross sections, estimates of cost, and specifications for the project known as DEL-TR409-2.73 Green Meadows Drive – Home Road to Lewis Center Road and authorizes the County Engineer to advertise for and receive bids for that project on behalf of the Board, in accordance with the following advertisement for bids:

**Public Notice
Advertisement for Bids**

Bids shall be submitted electronically through the www.bidexpress.com webservice until 10:00 am on Tuesday, January 23, 2024, at which time they will be publicly received and read aloud, for the project known as:

**DEL-TR409-2.73
Green Meadows Drive - Home Road to Lewis Center Road**

All proposals shall be submitted electronically through the web service www.bidexpress.com. The bid shall be accompanied by a Bid Security in the form of a bid bond in the amount of one hundred percent (100%) of the bid or a certified check in the amount of ten percent (10%) of the bid. In addition to the Bid Security, a Performance Bond is required for this project in the amount of one hundred percent (100%) of the total project cost.

The Owner of the project is the Delaware County Board of Commissioners. Copies of the plans and specifications must be obtained from www.bidexpress.com. All bidders must register and be a member of the web service to bid on the project.

This notice is posted on the Delaware County website at www.co.delaware.oh.us and may be accessed by selecting "Public Notices and Bids."

The Owner requires that all work associated with the project be completed before July 20, 2024. The estimated commencement of work date is February 12, 2024.

This is a prevailing wage contract in accordance with Ohio Revised Code Chapter 4115 and the requirements of the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau. Bidders shall comply with all applicable provisions.

No bids shall be withdrawn for a period of sixty (60) days after the opening thereof. Awarding of the contract shall be to the Lowest and Best bidder as determined by the Delaware County Board of Commissioners in the best interest of Delaware County. The Board reserves the right to reject any or all bids.

Delaware Gazette Advertisement Dates:
December 30, 2023

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

25

RESOLUTION NO. 23-1130

IN THE MATTER OF APPROVING THE FIRST ADDENDUM TO THE TARGETSOLUTIONS, LLC AGREEMENT BY AND BETWEEN TARGET SOLUTIONS LEARNING LLC, D/B/A/ VECTOR SOLUTIONS, THE BOARD OF COUNTY COMMISSIONERS, DELAWARE COUNTY, OHIO, AND THE DELAWARE COUNTY, OHIO SHERIFF S OFFICE FOR ADDITIONAL SOFTWARE SERVICES:

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

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WHEREAS, the Delaware County Sheriff and staff recommend the First Addendum to the TargetSolutions, LLC Agreement by and between Target Solutions Learning LLC, d/b/a/ Vector Solutions, the Board of County Commissioners, Delaware County, Ohio, and the Delaware County, Ohio Sheriff s Office for additional software services

NOW, THEREFORE, BE IT RESOLVED that the Board of Delaware County Commissioners approves the First Addendum to the TargetSolutions, LLC Agreement by and between Target Solutions Learning LLC, d/b/a/ Vector Solutions, the Board of County Commissioners, Delaware County, Ohio, and the Delaware County, Ohio Sheriff s Office for additional software services:

**FIRST ADDENDUM TO THE TARGETSOLUTIONS, LLC AGREEMENT,
QUOTE ID Q-297502**

This First Addendum ("Addendum ") to the TargetSolutions, LLC Agreement, Quote ID Q- 297502, ("Agreement") is entered into this 21st day of December, 2023 by and between Target Solutions Learning LLC, d/b/a/ Vector Solutions. ("Contractor"), whose principal place of business is 4890 W. Kennedy Blvd., Suite 300, Tampa, FL 33609, the Board of County Commissioners, Delaware County, Ohio whose principal place of business is located at 91 N. Sandusky St., Delaware, OH 40315, ("County ") and the Delaware County, Ohio Sheriff s Office ("DCSO"), whose principal place of business is located at 149 N. Sandusky St., Delaware, OH 43015, (County and DCSO collectively "Customer") (All individually, "Party " and all collectively, "Parties").

WHEREAS, CONTRACTOR has experience in providing the services sought by the DCSO; and

WHEREAS, the DCSO wishes to utilize Contractor's services, and Contractor is willing to offer such services upon the terms and conditions in this Agreement;

NOW THEREFORE, for good and valuable consideration, the Parties hereby mutually agree to the following additions, which shall apply to each of the Agreements.

1) **INDEPENDENT CONTRACTOR**

Contractor agrees that it is an independent contractor and that no agency, employment, joint venture, or partnership has been or will be created between the Parties hereto pursuant to the terms and conditions of this Agreement. As an independent contractor, Contractor and/or its boards, officers, officials, employees, contractors, representatives, agents, volunteers, and/or servants are not entitled to any of the benefits enjoyed by employees of the County and .

Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder.

2) **INDEPENDENT CONTRACTOR ACKNOWLEDGEMENT/ NO CONTRIBUTION TO OPERS**
Customer is a public employer as defined in R.C. § 145.0 I(D). Customer has classified the Contractor 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 the Contractor and/or its officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Agreement. Contractor acknowledges and agrees that the BOARD, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. If Contractor is an individual or has less than five (5) employees, Contractor, 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") hereby attached to this Agreement as Exhibit A and by this reference incorporated as if fully written herein.

If Contractor has five (5) or more employees, Contractor, by his/her signature below hereby certifies such fact in lieu of completing the Form:

Contractor

3) **INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION**

Notwithstanding anything to the contrary in the Agreement: Contractor shall indemnify and defend the County, DCSO, and its elected officials and employees against any third party claim(s) that the Product, Software, or License, or their use by Customer, provided such use is in accordance with the terms of the Client Agreement, infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and shall promptly pay the amount of any resulting adverse final judgment (or settlement to which Contractor consents). Such indemnity obligation is subject to the County and/or DCSO: (a) promptly giving Contractor notice in writing of the claim and (b) providing Contractor sole control over its defense or settlement, including the choice of counsel, and full authority to settle any such claim; provided, however, that Contractor may not agree to any settlement that requires any payment, action, or forbearance by Customer without Customer's prior written approval. Customer agrees to provide Contractor with reasonable assistance, cooperation, and information in defending the claim at Contractor's expense. Customer shall not attempt to settle any such claim on its own behalf.

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4) **DRUG FREE WORKPLACE**

The Contractor agrees to comply with all applicable state and federal laws regarding drug-free workplace and shall have established and have in place a drug free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

5) **CERTIFICATION REGARDING FINDINGS FOR RECOVERY**

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

Contractor

7) **EQUAL OPPORTUNITY/NON-DISCRIMINATION /CIVIL RIGHTS**

In fulfilling the obligations and duties of this Agreement, Contractor certifies and agrees as follows: Contractor, all subcontractors, and/or any person acting on behalf of the Contractor or any subcontractor shall comply with all applicable federal, state, and/or local laws prohibiting discrimination and providing for equal opportunity. Contractor, all subcontractors, and/or any person acting on behalf of the Contractor 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 section 4112.01 of the Ohio Revised Code, national origin, or ancestry.

8) **TAXES**

The County and DCSO are political subdivisions and tax exempt. Contractor shall not charge the County or DCSO any tax and agrees to be responsible for all tax liability that accrues as a result of this Agreement and the Services that Contractor provides pursuant to this Agreement. The OSCO shall, upon request, provide Contractor with proof of exemption.

9) **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.

10) **WAIVER**

No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

11) **ENTIRE AGREEMENT**

This Agreement, and the Vector Solutions Software as a Service Agreement ("Client Agreement") shall constitute the entire understanding and agreement between the Parties and shall supersede all prior understandings and agreements relating to the subject matter hereof.

12) **HEADINGS**

The subject headings of the paragraphs 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.

13) **MAXIMUM COST**

The Parties hereby agree and CONTRACTOR acknowledges that the cost of the compensation and fees paid to CONTRACTOR under this Agreement for the services will not exceed \$3,703.00.

14) **COMPLIANCE**

CONTRACTOR shall comply with all applicable local, state, and federal laws and regulation in the performance of this Agreement and Addendum.

15) **SIGNATURES**

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.

16) **GOVERNING LAW**

Section I 0.2 of the Agreement shall be removed in its entirety and replaced with this provision. This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio.

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17) CONFLICT OF INTEREST I NON-COLLUSION

The CONTRACTOR is unaware of and certifies that there are no conflicts of interest that would prohibit the CONTRACTOR from entering this Agreement and agrees to notify immediately the BOARD when it becomes aware of any actual or potential conflict(s) of interest that arise during the term of the Agreement. CONTRACTOR further guarantees that this Agreement is not a product of collusion with any other vendor and no effect has been made to fix any overhead, profit or cost element of any proposed price.

18) COMPETITIVE BIDDING NOT REQUIRED

This purchase is not subject to competitive bidding pursuant to R.C. 307.86 as the total contract cost is less than \$50,000.00

19) CONFLICTS

In the event of a conflict between the terms of the Agreement and this Addendum, the terms of this Addendum shall prevail.

20) TERMS OF AGREEMENT UNCHANGED

All terms and conditions of the Agreement not changed by this Addendum remain the same, unchanged, and in full force and effect.

**TargetSolutions Learning, LLC
Agreement Schedule A**

Date: Thursday, October 26, 2023

Client Information

| | |
|--|---|
| Client Name: Delaware County Sheriff's Office (OH) | |
| Address: 149 North Sandusky Street Delaware, OH 43015 | |
| Primary Contact Name: Kelsey Evans | Primary Contact Phone: (740) 833-2810 |

Agreement Term

Effective Date: 1/1/2024

Initial Term: 12 months

Invoicing Contact Information

| | | |
|--|---|--|
| Billing Contact Name: Marsha Ames | | |
| Billing Address: 149 North Sandusky Street Delaware, Ohio 43015 | Billing Phone: (740) 833-2864 | Billing Email: mames@co.delaware.oh.us |
| PO#: | Billing Frequency: Annual | Payment Terms: Net 30 |

Annual Fee(s)

| Product Code | Product | Description | Minimum Annual Commitment | Price | Sub Total |
|---------------|--|---|---------------------------|----------|------------|
| VGS-GTEPMS | Guardian Tracking | Annual Subscription for Guardian Tracking -- Employee Performance Management Software | 60 | \$50.05 | \$3,003.00 |
| VGS-GTMAINT | Guardian Tracking - Annual Maintenance | Guardian Tracking - Annual Maintenance Fee | 1 | \$350.00 | \$350.00 |
| Annual Total: | | | | | \$3,353.00 |

One-Time Fee(s)

| Product Code | Product | Description | Qty | Price | Sub Total |
|--------------|---------|-------------|-----|-------|-----------|
|--------------|---------|-------------|-----|-------|-----------|

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| | | | | | |
|------------|---|---|---|----------|----------|
| VGS-GTIMP1 | Guardian Tracking Implementation & Training: 1-75 | Guardian Tracking - Implementation Fee for up to 75 users (One-time fee includes: database creation, admin and user training) | 1 | \$350.00 | \$350.00 |
|------------|---|---|---|----------|----------|

One-Time Total: \$350.00

Grand Total (including Annual and One-Time): \$3,703.00

Please note this is not an invoice. An invoice will be sent within fourteen (14) business days.

Additional Terms and Conditions .

The following are in addition to the Client Agreement General Terms and Conditions.

1. Additional Named Users added after the Effective Date will be invoiced at the full per Named User fee. Such additional Named Users shall become part of the Minimum Annual Commitment for subsequent years, on the anniversary date of each contract year or upon renewals under the Agreement.
2. You agree to pay for the number of Named Users using or licensed to access the Services in a given contract year. Subject to the Minimum Annual Commitment, Changes in Named User counts will be reflected in the annual contract amount from that period forward for all Users.
3. Subject to the above Minimum Annual Commitment, annual fees for your use of the Services will be based upon the number of Named Users in a given contract year.
4. Named Users deactivated in a given contract year will not count towards the total number of Named Users in the year following such deactivation, unless reactivated.
5. Fees, both during the Initial Term, as well as any Renewal Terms, shall be increased by 5.0% per contract year. Changes in Named User counts will be reflected in the annual contract amount from that period forward for all Users.
6. All undisputed invoices are due and payable Net 30 days after invoice date ("Due Date"). Any fees unpaid for more than 10 days past the Due Date shall bear interest at 1.5% per month or the highest applicable rate permitted by law.
7. AUTOMATIC RENEWAL. UNLESS OTHERWISE AGREED OR WHERE PROHIBITED BY APPLICABLE LAW OR REGULATION, UPON EXPIRATION OF THE ABOVE INITIAL TERM, THIS AGREEMENT WILL RENEW FOR A RENEWAL TERM EQUAL TO THE INITIAL TERM AT VECTOR SOLUTIONS' THEN CURRENT FEES, UNLESS NOTICE IS GIVEN BY EITHER PARTY OF ITS INTENT TO TERMINATE THE AGREEMENT AT LEAST SIXTY (60) DAYS PRIOR TO THE SCHEDULED TERMINATION DATE.

Address for Notices:

4890 W. Kennedy Blvd., Suite 300 Tampa, FL 33609

149 North Sandusky Street Delaware, OH 43015

(Copy of exhibits and schedules available for review at the Commissioners' Office until no longer of administrative value.)

Vote on Motion

Mrs. Lewis Aye

Mr. Merrell Aye

Mr. Benton Aye

RESOLUTION NO. 23-1131

IN THE MATTER OF APPROVING A PROGRAM ADMINISTRATION SERVICES AGREEMENT WITH THE DELAWARE COUNTY REGIONAL ENERGY SPECIAL IMPROVEMENT DISTRICT, INC.:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve, and authorize the Deputy County Administrator to execute, the following agreement:

PROGRAM ADMINISTRATION SERVICES AGREEMENT

THIS PROGRAM ADMINISTRATION SERVICES AGREEMENT (Agreement) is entered into as of this 21st day of December, 2023, by and between the DELAWARE COUNTY REGIONAL ENERGY SPECIAL IMPROVEMENT DISTRICT, INC., an Ohio nonprofit corporation (the District), and the DELAWARE COUNTY BOARD OF COMMISSIONERS, for and on behalf of the COUNTY OF DELAWARE, OHIO, a county and political subdivision of the State of Ohio (the County) (the District and the County each individually a Party and together the Parties) under the following circumstances:

Background

A. Consistent with the provisions of Ohio Revised Code Section 1710.06, the District, the City of Westerville, Ohio, and Orange Township, Delaware County, Ohio, each have approved a plan titled "Delaware County Regional Energy Special Improvement District Program Plan" (as duly amended and supplemented, the Plan);

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B. The Plan has been amended and supplemented and may continue to be amended and supplemented from time to time to include further supplemental plans;

C. Pursuant to Ohio Revised Code Section 1710.09, the District may contract with any political subdivision to develop, manage, or implement part or all of the Plan;

D. Part II of the Plan authorizes the District to engage the County to provide program administration services, as defined in Part II of the Plan;

E. The County is willing to provide its experience, expertise, employees, and staff to provide program administration services, and the District desires that the County provide program administration services, subject to this Agreement's terms and conditions; and

F. Pursuant to Ohio Revised Code Section 1702.301, the Board of the Directors of the District (the District Board) and the Board of County Commissioners of the County (the County Commissioners) have been informed that certain members of the District Board, specifically, Monica Connors, is the Economic Development Director of the County, and of the material facts related to her membership on the District Board and her employment with the County, and the District Board and the County Commissioners have authorized this Agreement by a majority vote of the disinterested directors and found this Agreement to be fair to the District and the County.

Agreement

In consideration of the mutual promises contained in this Agreement, the County and the District agree as follows:

1. Program Administration. Effective as of the date of this agreement (the "Commencement Date"), the County, through its employees and staff, shall perform the services this Agreement requires. The County, however, may satisfy its obligations under this Agreement by working with or through other parties, including by directly hiring outside contractors, cooperating with property owners to hire outside contractors, or any other means the County may deem appropriate, provided, however, that the following services are actually provided to the District's reasonable satisfaction. By this Agreement, the County shall have the authority and duty to take any actions, consistent with this Agreement's terms, to provide the program administration services specified in this Agreement and the Plan of the District. The program administration services shall include, as necessary on a day-to-day basis, and without limitation, the following actions:

A. Development and administration of eligibility criteria. The Plan requires that projects be analyzed for compliance with certain criteria. Additionally, the administration of the District's program requires potential projects to be analyzed for compliance with various energy, financing, location, and ownership criteria. The County may develop the additional criteria and assess whether potential projects comply with all eligibility criteria.

B. Creation and administration of an application. County may create and revise an application property owners may submit in order to join the District and participate in its program. The County shall receive completed applications, check them for completeness, and assess whether applications meet the District's eligibility criteria. The County, in providing this service, may work with applicants to complete applications.

C. Energy auditing. The County may facilitate energy audits of potential special energy improvement projects to the District in order to determine energy savings, assess eligibility, and structure financing.

D. Setting criteria for and developing a list of pre-approved contractors. The County may determine criteria by which contractors may be pre-approved to participate in the District's special energy improvement projects, and it shall support property owners in hiring such contractors.

E. Procurement of resources. The County may procure resources such as supplies, services, contracts, financing, and other resources, for the implementation of special energy improvement projects on behalf of property owners and the District.

F. Cooperation with property owners to procure resources. The County also may work with property owners to procure resources for the implementation of special energy improvement projects.

G. Administration of referrals. The County may develop a system for referring property owners and the District to qualified contractors, suppliers, lenders, and other resource providers.

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H. Marketing. The County may market the District's program to potential participants. Marketing may include direct contact with potential participants, developing print and electronic promotional and advertising materials, creating publicity for the District's program, collecting data, managing information, cooperating with property owners, holding special events and tailoring the District's program to meet potential participants' needs.

I. Program design. As the program administrator, the County will work continually to design and revise the District's program to meet current and potential participants' needs and to maintain the program's legal and programmatic framework. The provision of this service may include suggesting potential changes to the Plan. It also may include the implementation of changes in the manner in which the County provides the services described in this Agreement.

J. Energy project management. The County may manage or assist property owners and contractors in the management of special energy improvement projects. The County shall provide its expertise in order to better implement special energy improvement projects. The provision of this service may include the County's assistance in adding new property to the District.

K. Cooperating with property owners to implement improvements. The County may work with property owners to complete special energy improvement projects. The provision of this service may include the provision of other services described in this Agreement, such as procurement and referrals.

L. Budgeting. The County may establish or provide advice and assistance on the establishment of the District's budget. The County also may manage and implement or provide advice and assistance on the management and implementation of the District's budget. The County may produce or assist in the production of an annual report describing the District's budget, services delivered, revenues received, expenditures made, and other information about the District's members.

M. Conducting or overseeing the audit process. The County may conduct or oversee and provide advice and assistance in the conduction of the biennial audit of the District.

N. Property owner assistance. The County may assist property owners in any other way it deems necessary for the efficient and effective administration of the District's program.

The District Board shall provide direction to the County from time to time as it deems appropriate. The County shall conform its activities to such directions from the District Board.

2. Term. This Agreement shall become effective on the Commencement Date and shall continue indefinitely. But this Agreement shall terminate immediately upon the elimination or dissolution of the District. Further, the District Board or the County may terminate this Agreement with written notice effective seventy-five (75) days after delivery.

3. Relationship. The County's performance of all services this Agreement requires or authorizes it to perform shall be in the capacity of the District's program administrator, and nothing in this Agreement shall be construed as creating an agency relationship between the County and the District. Nothing in this Agreement shall be construed as creating a partnership, joint venture, co-venture, joint undertaking or employment arrangement by and between the County and the District. The Parties express their intention that at all times they shall be separate and independent contractors acting in their sole and individual capacities.

4. Compensation. The District is financed by special assessments levied by the participating political subdivisions of the District for each special energy improvement project included in the District. The District does not control the flow of cash from such assessments, nor can it guarantee the amounts to be actually received. The District will require amounts sufficient to pay its expenses, such as legal notices, legal expenses, accounting expenses, District Board member reimbursements, postage, and other costs. The District shall compensate the County through a fee to be charged against each of the District's projects. Such fee shall be in an amount upon which the County and the District shall agree and may include reimbursement for expenses incurred by County. Without limiting the generality of the foregoing, the District and the County anticipate that initially the District shall pay to the County approximately \$[2,500.00] annually in compensation for its services under this Agreement.

The District shall transfer the payment amounts to the County on a commercially reasonable basis and from time to time. The District neither can nor will give any guarantee as to the amount to be transferred to the County, and nothing in this Agreement shall be construed to be a guarantee of the amount to be transferred to the County.

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5. Books and Records. The County shall keep full, complete and correct books of account and records of its program administration services, which shall be available for examination, inspection and copying by the District or its authorized representative at any reasonable time during normal business hours.

6. Cure. If at any time the District determines that the County shall have failed to perform its obligations under this Agreement, the District shall mail written notice of such failure to the County. Upon the County's receipt of such notice it shall have 30 days to cure such failure in a manner acceptable to the District, provided that the District shall not unreasonably withhold its acceptances.

7. Miscellaneous.

A. This Agreement is binding upon and shall inure to the benefit of the Parties. Neither the County nor the District shall assign the benefits or delegate the duties contained in this Agreement to any other person without the written consent of the other Party. Any Party's attempt to assign the benefits or delegate the duties without the other Party's written consent is void. Neither Party, however, shall withhold consent unless to do so is commercially reasonable.

B. This Agreement contains the Parties' entire understanding and agreement with respect to the matters contained in it, and this Agreement supersedes all prior proposals and understandings between the Parties.

C. To the extent any provision in this Agreement is found to be invalid, illegal or unenforceable under any applicable statute or law, that provision shall be deemed to be omitted. The remaining provisions of this Agreement shall not be affected in any way.

D. This Agreement shall not be modified or altered except as by a written instrument duly executed by both Parties.

E. The County acknowledges that the District has been created under provisions of the Revised Code and that and that the District's authority, as well as its employees, agents, and representative's authority, is limited under law.

F. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio.

G. Any legal proceeding, including any arbitration or litigation, concerning this agreement, directly or indirectly, shall be heard only in a court with proper jurisdiction in Delaware County, Ohio.

H. This Agreement is made solely for the benefit of the County and the District, and nothing in this Agreement shall be construed as to give any right or benefit to any person or party except the County and the District.

I. Notices required to be given under this Agreement shall be deemed given when mailed to the following notice addresses, provided, however, that if for any reason the mails shall be unavailable, notice may be given in such manner as the Parties may mutually deem suitable:

As to the District: Delaware County Regional Energy Special
Improvement District, Inc.
91 N. Sandusky Street, 2nd Floor
Delaware, Ohio 43015
Attention: Chairperson

With a Copy To: J. Caleb Bell, Esq.
Bricker Graydon LLP
100 S. Third Street
Columbus, Ohio 43215

As to the County: Delaware County, Ohio
91 N. Sandusky Street, 2nd Floor
Delaware, Ohio 43015
Attention: Economic Development Director

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With a Copy To: Aric I. Hochstettler, Esq.
General Counsel
Delaware County Board of Commissioners
91 N. Sandusky Street, 1st Floor
Delaware, Ohio 43015

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

ADMINISTRATOR REPORTS

Mr. Hochstettler – No Comments

COMMISSIONERS’ COMMITTEES REPORTS

Mr. Merrell – Stated that he was proud to see all the new projects happening around Delaware County and he wishes everyone a Merry Christmas and Happy New Year.

Mrs. Lewis – Offered thanks to the County Staff, Directors and Commissioners on a great year. Wishes everyone a Merry Christmas.

Mr. Benton – Attended the Land Bank Meeting on 12/18/23. Gave Reminder of Regional Planning Meeting today 12/21/23. Wishes everyone a Merry Christmas and Happy New Year.

RESOLUTION NO. 23-1132

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT, PROMOTION AND COMPENSATION OF A PUBLIC EMPLOYEE OR A PUBLIC OFFICIAL; ALSO 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
NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio:

Section 1. The Board hereby adjourns into executive session for consideration of Appointment, Promotion, Compensation of a Public Employee or Public Official; also to consider the purchase of property for Public purposes.

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

RESOLUTION NO. 23-1133

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. Merrell Aye Mr. Benton Aye

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton