

**COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 22, 2024**

PR Number	Vendor Name	Line Description	Account	Amount
R2403772	HONEYWELL INTERNATIONAL INC	EMS STATION ALERTING SYSTEM - OH_DELE002-QV3	42311453 - 5450	\$ 348,205.25
R2403883	AMCS GROUP INC	AMCS PREMIUM SUPPORT SERVICES - RESOLUTION 24-478	66211900 - 5320	\$ 25,000.00
R2403892	TREASURER,STATE OF OHIO	'STIMULUS PROJECT HIRE" ERIC RADER	22311611 - 5319	\$ 6,600.00
R2403895	BKM CONSTRUCTION LLC	CONCRETE WORK - VARIOUS BUILDINGS	40111402 - 5403	\$ 46,053.00
R2403896	SANDS DECKER CPS	BYXBE CAMPUS SURVEY - SOCIAL SERVICES SITE	42011440 - 5410	\$ 10,450.00
R2403902	TIFFINOHIO.ORG	SOCAIL MEDIA SERVICES	22411605 - 5301	\$ 7,800.00
R2403915	INDUSTRIAL ENVIRONMENTAL	GAS METERS AND CALIBRATION STAND	66211900 - 5260	\$ 7,146.40
R2403915	INDUSTRIAL ENVIRONMENTAL	CYLINDER AND REGULATOR	66211900 - 5228	\$ 611.20
R2403915	INDUSTRIAL ENVIRONMENTAL	CALIBRATION GAS AND MEMORY CARD	66211900 - 5201	\$ 198.00
R2403919	JWC ENVIRONMENTAL INC	GRINDER	66211900 - 5450	\$ 48,429.50
R2403923	WICHMANN INDUSTRIAL SOLUTIONS CO	GATE INSTALLATION SERVICES	68011916 - 5328	\$ 5,950.00
R2403941	ULINE INC	PORTABLE SPEED BUMPS	10011303 - 5201	\$ 5,279.48

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

**4
RESOLUTION NO. 24-562**

IN THE MATTER OF PROCLAIMING JULY 21-27, 2024, AS PRETRIAL, PROBATION AND PAROLE SUPERVISION WEEK IN DELAWARE COUNTY:

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

WHEREAS, community corrections is an essential part of the justice system, supervising adult and juvenile offenders in the community; and

WHEREAS, community corrections professionals uphold the law with dignity, while recognizing the right of the public to be protected from criminal activity; and

WHEREAS, community corrections professionals are trained professionals who provide services and referrals for offenders; work in partnership with community agencies and groups; and promote prevention, intervention and advocacy for community and restorative justice; and

WHEREAS, community corrections professionals provide services, support and protection for victims; and WHEREAS, community corrections professionals are a true force for positive change in their communities.

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners does hereby proclaim July 21-27, 2024, as Pretrial, Probation and Parole Supervision Week and encourages all citizens to honor these community corrections professionals and to recognize their achievements.

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

**5
RESOLUTION NO. 24-563**

IN THE MATTER OF APPROVING THE CHILD PLACEMENT SERVICES CONTRACTS, FIRST AMENDMENTS, AND SECOND AMENDMENTS BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, AND CHILD PLACEMENT PROVIDERS:

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

WHEREAS, Delaware County contracts with Child Care Placement providers in accordance with state and federal regulations; and

WHEREAS, the Director of Jobs & Family Services recommends approval of the contracts, first amendments, and second amendments with New Mercy Outreach, Inc. and New Beginnings Residential Treatment Center,

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LLC;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following contracts, first amendments, and second amendments for Child Care Placement providers New Mercy Outreach, Inc. and New Beginnings Residential Treatment Center, LLC:

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
<p>Name: <u>New Mercy Outreach, Inc.</u></p> <p>Address: <u>1221F S Trimble Road</u> <u>Mansfield, Ohio 44907</u></p> <p>This Agreement in effect from <u>07/01/2024-06/30/2025</u></p>	<p>A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)</p>

**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 July 22, 2024.

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 07/01/2024 through 06/30/2025 (“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 07/01/2024 through 06/30/2025. 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.

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.A.** Residential facilities that accept children for placement are to comply with the requirements of Rule 5101: 2-9-42 Qualified Residential Treatment Program (QRTP). Residential facilities must implement a trauma informed approach to maintain IV-E reimbursement.
- C. Article V.F.** 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.
- D. Article V.G., H. and I.** Notification as required by these sections shall be made to the Agency’s 24/7 emergency number. The emergency number is 740-833-2340.
- E. Article V.J.** Provider also agrees to notify the Agency when and if the following safety condition exists: - The child’s medication has changed.

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- F. **New Article V. AB.** 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).
- G. **New Article V. AC.** 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.
- H. **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.
- I. **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.
- J. **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.

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

Signature	Date
Printed Name	
Title	

- K. **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.
- L. **Article XX.F.** The Delaware County Board of Commissioners (Board”) shall be listed as the Certificate Holder.

Section 2 - Miscellaneous

- A. **Exhibits to Agreement.**
 1. Exhibit 1 – 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.”

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- 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.
- F. Auditor’s Certification.** The Auditor’s Certification attached to this First Amendment shall serve as the Auditor’s Certification for the Agreement.

**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 July 22, 2024. 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 07/01/2024 through 06/30/2025 (“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 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:

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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.

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
<p><u>Name:</u> <u>New Beginnings Residential Treatment Center, LLC</u></p> <p><u>Address:</u> <u>100 Broadway Avenue</u> <u>Youngstown, Ohio 44505</u></p> <p><u>This Agreement in effect from</u> <u>07/01/2024-06/30/2025</u></p>	<p>A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)</p>

**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 BEGINNINGS RESIDENTIAL TREATMENT CENTER, LLC**

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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 Beginnings Residential Treatment Center, LLC (“Provider”) (“First Amendment”) is entered into this July 22, 2024.

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 07/01/2024 through 06/30/2025 (“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 07/01/2024 through 06/30/2025. 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.
- 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.A.** Residential facilities that accept children for placement are to comply with the requirements of Rule 5101: 2-9-42 Qualified Residential Treatment Program (QRTP). Residential facilities must implement a trauma informed approach to maintain IV-E reimbursement.
- C. Article V.F.** 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.
- D. Article V.G., H. and I.** Notification as required by these sections shall be made to the Agency’s 24/7 emergency number. The emergency number is 740-833-2340.
- E. Article V.J.** Provider also agrees to notify the Agency when and if the following safety condition exists: - The child’s medication has changed.
- F. New Article V. AB.** 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).
- G. New Article V. AC.** 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.
- H. 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.
- I. 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

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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.

J. 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.

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

Signature	Date
Printed Name	
Title	

K. 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.

L. Article XX.F. The Delaware County Board of Commissioners (Board”) shall be listed as the Certificate Holder.

Section 2 - Miscellaneous

A. Exhibits to Agreement.

1. Exhibit 1 – 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 is 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.

F. Auditor’s Certification. The Auditor’s Certification attached to this First Amendment shall serve as the Auditor’s Certification for the Agreement.

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SERVICES AND NEW BEGINNINGS RESIDENTIAL TREATMENT CENTER, LLC

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 Beginnings Residential Treatment Center, LLC (“Provider”) (“Second Amendment”) is entered into this , 2024. 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 07/01/2024 through 06/30/2025 (“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 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.”

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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.

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

**6
RESOLUTION NO. 24-564**

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

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

Supplemental Appropriations

22411602-5348 JFS PRC/Client Services	\$110,000
22411605-5380 JFS Administration/Other Services	\$75,000
22511607-5801 Children Services/Transfers	\$200,000
70161603-5201 FCFC General/Gen Supplies & Equip,\$1,000	\$1,800
70161603-5301 FCFC General/Contracted Prof. Services	\$2,400
70161603-5305 FCFC General/Training & Staff Development	\$1,500
70161603-5330 FCFC General/Communication Services	\$250

**Transfer of Funds
From**

To

10011110-5801	22511607-4601	\$412,500.00
Human Services/Interfund Cash Transfer	Children Services/Fund/Interfund Revenues	

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

**7
RESOLUTION NO. 24-565**

IN THE MATTER OF PURCHASING RADIOS AND RELATED COMPONENTS FOR USE IN THE COUNTYWIDE PUBLIC SAFETY COMMUNICATIONS SYSTEM:

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

WHEREAS, the Delaware County Director of Emergency Communications recommends the purchase of additional radios, and related components and software, for the countywide public safety communications system; and

WHEREAS, the radios and related components are available for purchase at discounted pricing through the State of Ohio’s cooperative purchasing program (the “Program”); and

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WHEREAS, the Board of County Commissioners (the “Board”) is a member of the Program and wishes to purchase the equipment through the Program;

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

Section 1. The Board hereby approves the purchase of one hundred and ten (110) VP6430BK2 portable radios and related components and software, from Vasu Communications, Inc., a state-approved dealer under the Program, in accordance with Quote Number 201011280, dated July 3, 2024, for a total price of \$270,380.00.

Section 2. The purchase shall be in accordance with the Program, pursuant to the contract and terms and conditions set forth in Index STS073, Schedule # 573004-0-1, which are, by this reference, fully incorporated herein and of which the purchase order approved herein shall be made a part.

Section 3. The Board hereby approves a purchase order in the amount of \$270,380.00 to Vasu Communications, Inc., from Fund Number 21411306.

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

**8
RESOLUTION NO. 24-566**

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY JUVENILE COURT; THE BOARD OF DELAWARE COUNTY COMMISSIONERS, AND THE BOARD OF EDUCATION OF THE EDUCATIONAL SERVICE CENTER OF CENTRAL OHIO FOR A TRUANCY OFFICER:

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

WHEREAS, the County Juvenile/Probate Court Judge and Staff recommend approval of the agreement between the Delaware County Juvenile Court; the Board of Delaware County Commissioners, and the Board of Education of the Educational Service Center of Central Ohio for a Truancy Officer;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the agreement with the Board of Education of the Educational Service Center of Central Ohio for a Truancy Officer:

2024-2025 AGREEMENT FOR TRUANCY OFFICER

This Agreement for Truancy Officer (“Agreement”) is entered into this 28th day of June, 2024 by and between the Board of Commissioners, Delaware County, Ohio (“Board”), whose principal place of business is located at 91 North Sandusky Street, Delaware, Ohio 43015, the Delaware County, Ohio Juvenile Court (“Court”), whose principal place of business is located at 145 North Union Street, Ground Floor, Delaware, Ohio 43015 (Board and Court collectively “County”), and the Board of Education of the Educational Service Center of Central Ohio (“ESC”), an educational service center created pursuant to R.C. § 3313.01, whose principal place of business is located at 2080 Citygate Drive, Columbus, Ohio 43219 (individually “Party”, collectively “Parties”).

PREAMBLE

- A. WHEREAS**, with the consent and approval of the judge of the juvenile court, R.C. § 3321.15 allows a probation officer of the juvenile court to be designated as an educational service center attendance officer; and,
- B. WHEREAS**, the compensation of a probation officer so designated shall be fixed and paid in the same manner as salaries of other probation officers of the juvenile court; and,
- C. WHEREAS**, in addition to such compensation, the governing board of an educational service center may pay additional compensation to any probation officer designated as attendance officer; and,
- D. WHEREAS**, the traveling expenses of a probation officer so designated as attendance officer, which would not be otherwise incurred as a probation officer, shall be paid by the educational service center governing board; and,
- E. WHEREAS**, pursuant to R.C. § 3321.15, the Parties desire and the Court agrees to designate a fulltime probation officer of the Court as the ESC attendance officer and ESC agrees to assist the Court with funding such a position consistent with R.C. § 3321.15 and upon the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises, conditions, and agreements of the Parties contained herein, it is agreed as follows:

1. PURPOSE

The purpose of this Agreement is to state the covenants and conditions under which a Court probation officer shall

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be designated as the ESC attendance officer and under which ESC shall provide funding for such position.

2. AUTHORITY

The Parties are authorized to enter this Agreement pursuant to, including, but not limited to, R.C. § 3321.15.

3. STATEMENT OF WORK

Pursuant to R.C. § 3321.15, with the consent and approval of the judge of the Court, the Court agrees to hire, appoint, and manage one (1) full-time probation officer of the Court to be designated and serve as the ESC attendance officer ("Officer") for the Big Walnut Local School District, Buckeye Valley Local Schools, and the Olentangy Local School District (collectively "Schools").

The Officer shall work under the direction of the ESC superintendent. It shall be the responsibility of the Officer to investigate the failure of children to attend and parents, guardians, and/or other responsible persons to cause a child's attendance at any of the Schools.

The Officer shall remain an employee of the Court. The compensation of the Officer, including salary and benefits, shall be fixed and paid in the same manner as compensation, including salary and benefits, of other probation officers of the Court. The County shall provide office space, a desk, telephone, computer, access to the internet, access to a copier, and standard office supplies for the Officer.

ESC shall address all performance issues and/or concerns regarding the Officer to the Court and not directly to the Officer. The Court may, if it determines appropriate, then address such issues with the Officer.

The Court shall have and retain exclusive authority over and control of all discipline matters and/or termination of the Officer.

4. COMPENSATION FOR SERVICES

In exchange for the Court hiring, appointing, and managing an Officer pursuant to the terms and conditions of this Agreement, ESC shall pay to the Court, not to exceed, the following amount for the compensation of the Officer, including salary and benefits:

\$86,593.35

The above amount shall be payable to the Court on or before October 31, 2024. It is understood by the Parties that the actual amount paid may be less, based upon actual compensation (salary and benefits) paid to or on behalf of the Officer. The Court shall invoice ESC for the compensation of the Officer no less than thirty (30) days prior to the payment date stated above. ESC shall submit payment in-full to the Court by no later than the date stated above.

The traveling expenses of the Officer as attendance officer, which would not otherwise be incurred as a probation officer, shall be in addition to the above amount for compensation and shall be paid to the Court out of the educational service center governing board fund. The Court shall submit invoices to ESC for traveling expenses as incurred by the Officer, but no more frequently than once per month. ESC shall have thirty (30) days to pay any such invoices.

The Parties agree that the Board, the Court, and Delaware County, Ohio have no financial obligation to ESC or otherwise in connection with this Agreement.

5. TERM

This Agreement shall be effective July 1, 2024 through June 30, 2025.

6. RENEWAL

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

7. TERMINATION

This Agreement may be terminated as follows:

A. Convenience:

Either Party may terminate this Agreement at any time and for any reason by giving at least thirty (30) days advance notice, in writing, to the other Party.

OR

The Parties may terminate this Agreement at any time and for any reason upon the mutual written consent of the Parties.

B. Breach or Default:

Upon breach or default of any of the provisions, obligations, or duties embodied in this Agreement, the aggrieved Party shall provide written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this

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Agreement may, at the election of the aggrieved Party, be immediately terminated.

Termination pursuant to this section shall relieve the Parties of any and all further obligations under this Agreement, except:

- ESC shall pay and the Court shall be entitled to receive compensation for services provided by the Officer as the ESC attendance officer through the effective date of termination.
- If ESC has already paid the Court pursuant to this Agreement, the Court shall refund to ESC, not to exceed the total amount received from ESC for the services of the Officer, the amount received less any compensation for services provided by the Officer as the ESC attendance officer through the effective date of termination.
- ESC shall pay and the Court shall be entitled to receive any traveling expenses incurred by the Officer as attendance officer, which would not otherwise have been incurred as a probation officer, through the effective date of termination.

If the Agreement is terminated pursuant to this Section, the Parties shall have no cause of action against the other Party, except for a cause of action for non-payment for the services and traveling expenses rendered or incurred by the Officer through the effective date of termination.

Notwithstanding, the Parties, without limitation, retain and reserve and may exercise any available administrative, contractual, equitable or legal actions or remedies.

8. SEPARATION FROM EMPLOYMENT OR CEASING TO SERVE AS OFFICER

If for any reason during the term of this Agreement, the Officer separates from employment with the Court or otherwise ceases to service as the Officer, the Parties shall meet and decide whether to appoint a replacement and continue with this Agreement or whether to terminate this Agreement consistent with the termination provisions of this Agreement. The Court shall have sole authority to determine any replacement.

9. WAIVER

The waiver of any provision or requirement of this Agreement or any occurrence of breach or default of this Agreement is not and shall not be interpreted as a waiver of any such subsequent occurrence. If either Party fails to perform an obligation(s) under this Agreement and such failure(s) is (are) waived by the other Party, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive any other failure(s). Waiver by either Party shall be authorized in writing and signed by an authorized representative(s) of the waiving Party. In the case of the County, the Judge shall approve any waiver.

10. NO FUTURE COMMITMENT

This Agreement shall not constitute a binding commitment or agreement by the Court to continue this arrangement or the employment of the Officer either during or beyond the term of this Agreement or any termination of this Agreement.

11. PARTIES RESPONSIBLE FOR THEIR OWN ACTIONS

The Parties are governmental entities/political subdivisions and lack authority to indemnify. The Parties agree to be and shall be individually and solely responsible for their own negligence, actions, inactions, and/or omissions and/or the negligence, actions, inactions, and/or omissions of their respective board members, officials, officers, directors, employees, agents, representatives, and/or volunteers resulting from the performance of this Agreement.

12. AMENDMENTS

This Agreement may only be amended in writing with the signed mutual consent and agreement of the Parties.

13. NON-DISCRIMINATION

In full-filling the obligations of this Agreement, the Parties certify and agree as follows:

- A. The Parties shall comply with any and all applicable federal, state, and/or local laws prohibiting discrimination and providing for equal opportunity.
- B. The Parties shall not in any way or manner discriminate against any employee, applicant for employment, or person on account of race, color, religion, sex, age, disability, handicap, sexual orientation, gender identity, transgender status, or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

14. ACCESSIBILITY

In full-filling the obligations of this Agreement, the Parties certify and agree as follows:

- A. The Parties shall make all services/programs provided pursuant to this Agreement accessible to the disabled/handicapped.
- B. The Parties shall comply with any and all applicable federal, state, and/or local laws mandating accessibility and Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all

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requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto.

15. DRUG FREE ENVIRONMENT

The Parties agree to comply with all applicable state and federal laws regarding drug-free environment and shall have established and have in place a drug free workplace policy. In the performance of this Agreement, the Parties shall make a good faith effort to ensure that all of their respective employees will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

16. CERTIFICATION REGARDING FINDINGS FOR RECOVERY

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

17. COURT AND COUNTY POLICIES

The Officer shall be bound by, conform to, comply with, and abide by all current applicable Court policies ("Court Policy") and Delaware County policies ("County Policy"). The County may, in its sole discretion, discipline the Officer, including up to termination, and may, notwithstanding any other provision of this Agreement, immediately terminate this Agreement, subject to the surviving rights and obligations listed in subsection 7, for failure of the Officer to comply with Court Policy and/or County Policy. Copies of County Policy are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. Copies of Court Policy are available upon request. The Court and/or County reserve the authority to change, supplement, amend, replace, enact, repeal, and/or rescind Court Policy and/or County Policy at any time, for any reason, and without notice.

18. NOTICES

All notices, consents, and/or other communications which may or are required to be given by this Agreement or by operation of law, shall be in writing and shall be deemed duly given if personally (hand) delivered, sent by certified or registered United States Mail, return receipt requested, sent via nationally recognized and reputable overnight express courier, return receipt requested, or email, confirmation of delivery, to the following individuals at the following addresses and shall be effective when hand delivered, sent, or transmitted:

Court and Board:

Karen Wadkins
Fiscal Coordinator
Delaware County Juvenile Court
145 North Union Street, Ground Floor
Delaware, Ohio 43015
Email: kwadkins@co.delaware.oh.us

ESC:

Thomas L. Goodney
Superintendent
Educational Service Center of Central Ohio
2080 Citygate Drive
Columbus, Ohio 43219
Email: tom.goodney@escoco.org

19. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of the remainder of the Agreement. All provisions of this Agreement shall be deemed severable.

20. ASSIGNMENT

This Agreement and/or any of the rights or responsibilities it contains may not be assigned or transferred.

21. GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

22. DRAFTING

This Agreement shall be deemed to have been drafted by both Parties and no interpretation shall be made to the contrary.

23. 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.

24. ENTIRE AGREEMENT

This Agreement shall constitute the entire understanding and agreement between the Parties and shall supersede all

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prior understandings and agreements, whether written or oral, between the Parties relating to the subject matter hereof.

25. COUNTERPARTS

This Agreement may be executed in counterparts.

26. 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.

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

**9
RESOLUTION NO. 24-567**

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION AND A PURCHASE ORDER INCREASE FOR THE DOMESTIC VIOLENCE FUNDS:

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

Supplemental Appropriation		
74811311-5301	Domestic Violence/Contracted Professional Services	1,495.04
Purchase Order Increase		
P2400982/Turning Point	74811311-5301	1,495.04

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

**10
RESOLUTION NO. 24- 568**

IN THE MATTER OF APPROVING AN ADDITIONAL REDUCTION IN THE RATE OF TAXATION ON REAL PROPERTY IN DELAWARE COUNTY, PURSUANT TO R.C. 5705.313:

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

WHEREAS, section 5705.313(A)(1) of the Revised Code authorizes a board of county commissioners that has adopted a resolution pursuant to section 5739.021 or 5739.026 of the Revised Code to adopt an accompanying resolution reducing the rate of any property tax the county currently is levying for current expenses within the ten-mill limitation; and

WHEREAS, the Board of Commissioners of Delaware County (the "Board") has adopted a resolution pursuant to section 5739.021 approving a sales and use tax and has determined that it is appropriate to reduce the rate of real property tax that the County currently levies for current expenses within the ten-mill limitation; and

WHEREAS, the current millage rate for current expenses of the County is 2.8 mills, and the number of mills not currently levied is 1.5 mills, established by Resolution No. 07-543 and Resolution No. 23-740, resulting in an actual current levy of 1.3 mills; and

WHEREAS, the 0.5 mill reduction established in Resolution No. 23-740 is only effective for the 2023 tax year (2024 collections); and

WHEREAS, the Board desires to provide tax relief to the owners of real property in Delaware County by approving an additional reduction in the rate of real property tax, pursuant to section 5705.313(A)(1), in the amount of 0.5 mill, to be effective for the 2024 tax year only (2025 collections); and

WHEREAS, the 0.5 mill reduction shall be in addition to the 1.0 mill reduction enacted in Resolution No. 07-543; and

WHEREAS, the enacted sales and use taxes will generate revenue in excess of the total reduction in the rate of real property tax;

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

Section 1. Pursuant to section 5705.313(A)(1) of the Revised Code, and in order to provide tax relief for the owners of real property in Delaware County, the rate of real property tax currently levied for Delaware County's current expenses within the ten-mill limitation is hereby reduced by an additional amount equal to 0.5

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mill for each dollar of valuation on each One Hundred Dollars (\$100.00) of assessed value. The current millage rate for current expenses of the County was reduced from 2.8 mills to 1.8 mills, pursuant to Resolution No. 07-543, and was additionally reduced from 1.8 mills to 1.3 mills, pursuant to Resolution No. 23-740, effective only for the 2023 tax year. The Board hereby resolves that there shall be a continuation of the additional reduction in the amount of 0.5 mill for an effective rate of 1.3 mills. Said 0.5 mill reduction shall take effect on January 1, 2025, or on such later date as provided by law, and shall be effective for the 2024 tax year only.

Section 2. The Clerk of the Board shall deliver a certified copy of this Resolution to the County Auditor and the Budget Commission.

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

**11
RESOLUTION NO. 24-569**

IN THE MATTER OF APPROVING A TRANSFER OF FUNDS FOR THE REGIONAL SEWER DISTRICT:

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

Transfer of Funds		
From:	To:	
66211900-5801	66611900-4601	\$7,750,000.00
SRF-Cash Transfers	URF O&M Fund/Interfund Revenues	

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

**12
ADMINISTRATOR REPORTS**

CA Davies – Nothing to report.

DCA Huston – Nothing to report.

Attorney Hochstettler – Nothing to report.

**13
COMMISSIONERS' COMMITTEES REPORTS**

Commissioner Lewis – attended the ODOT Route 23 community meeting.

Commissioner Benton – attended the ODOT community meeting, land bank applications have been submitted and are awaiting feedback, will be attending retirement party for Tom Holman, community enhancement grant applications are due in August, EMS received an award from American Heart Association.

Commissioner Merrell – congratulation to EMS on their award, attended the Del-Co water annual meeting, gave reminder about sales tax holiday from Jul 30-August 8

There being no further business, the meeting adjourned.

Jeff Benton

Barb Lewis

Gary Merrell