

**COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 20, 2003**

THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY MET IN REGULAR SESSION ON THIS DATE WITH THE FOLLOWING MEMBERS PRESENT:

Present: Kristopher W. Jordan, Deborah B. Martin, James D. Ward

PUBLIC COMMENT

- Sheriff Myers provided a briefing on County safety precautions due to the United States declaring war on Iraq.
- Enhanced patrol: in county government buildings, at county water facilities and on interstate highways
- Recorded "Hot line" message available to county residents with safety updates (740-833-2003)
- The Sheriff's Office, EMA Department, EMS Department and the Health Department are working together on communication with the Media and citizens
- Some County Websites will be updated to provide information on Homeland Security
- If a Code Red Alert status is issued the Delaware County EOC will be staffed

RESOLUTION NO. 03-370

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD MARCH 17, 2003 AS CONTAINED IN THE COUNTY'S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mrs. Martin, seconded by Mr. Jordan to approve the resolutions and records of the proceedings from regular meeting held March 17, 2003 as contained in the county's official electronic recordings of the proceedings.

Vote on Motion Mrs. Martin Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 03-371

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0319:

It was moved by Mr. Jordan, seconded by Mrs. Martin to approve payment of warrants in Batch numbers CMAPR0319 and Purchase Orders and Vouchers as listed below:

PO's

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
Northwestern OH Security Systems	Security Camera	40411412-5410	\$ 10,051.02
Dialogic Communications Corporation	Hardware/Software/DCC Serv/Emerg Notif Syst	21411306-5450	\$ 31,000.00
Childrens World	Child Care	22411606-5348	\$ 30,000.00

Increases

Symbiont NFP	Cluster/Residential Treatment	22511608-5342	\$ 15,000.00
Villa Angela Care Center	Cluster/Residential Treatment	22511608-5342	\$ 45,000.00
Presbyterian Child Welfare Agency	Cluster, Prof Serv	22511608-534234215	\$ 15,000.00
Omnicare Westhaven	Cluster, Prof Serv	22511608-534834835	\$ 4,000.00
Presbyterian Child Welfare Agency	Residential Treatment	22511607-5342	\$ 60,000.00

Vouchers

Villa Angela Care Center	Cluster	22511608-5342	\$ 41,862.00
Presbyterian Child Welfare Agency	Residential Treatment	22511607-5342	\$ 17,920.00
United Methodist Children's Home	Residential Treatment	22511607-5342	\$ 5,600.00
Bd Of Developmental Disabilities	Board And Care	22511501-5350	\$ 8,750.00
Boy's Village Inc.	Residential Treatment	22411607-5342	\$ 8,848.00
Bp Products North America Inc.	Gas/Del Co Service Center	10011106-522822802	\$ 11,014.02
Ben Bro Enterprises Inc.	Bldg/Land Rental	10011105-533533502	\$ 14,625.00
Del Co Family & Childrens Serv	Well Block Grant	22411601-5348	\$ 6,365.51

Vote on Motion Mr. Jordan Aye Mrs. Martin Aye Mr. Ward Aye

RESOLUTION NO. 03-372

IN THE MATTER OF CHANGING THE LOCATION OF THE APRIL 3, 2003, COMMISSIONER'S SESSION TO THE RUTHERFORD B. HAYES SERVICES BUILDING ROOM G35:

It was moved by Mrs. Martin, seconded by Mr. Jordan to approve the location change.

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mrs. Martin Aye

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RESOLUTION NO. 03-373

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE BOARD OF COMMISSIONERS, THE SHERIFF OF DELAWARE COUNTY AND G. M. HEALTH SERVICES FOR SELECTED HEALTH CARE SERVICES FOR INMATES AT THE JAIL AND EMPLOYEES OF THE DELAWARE COUNTY JAIL AND SHERIFF'S DEPARTMENT:

It was moved by Mr. Jordan, seconded by Mrs. Martin to approve the following:

This Agreement is made between G.M. Health Services, hereinafter called "G.M.H.S." and the Board of Commissioners and Sheriff of Delaware County of Ohio, operators of the Delaware County Jail, hereinafter called "The Jail."

WITNESSETH that for and in consideration of the mutual promises herein contained, it is understood and agreed as follows:

1. **PURPOSE:** The purpose of this Agreement is for G.M.H.S. to provide health care services to inmates of The Jail and selected health care services for employees of the Delaware County Jail and Sheriff's Department.
2. **SERVICES:** G.M.H.S. will provide:
 - A) A staff of nurses to provide first and second shift onsite nursing coverage, seven days per week, for approximately one hundred and twelve hours per week. The scope of service for this staff shall include:
 1. Provision of health assessments and consultation for inmates. The nurse shall review the medical questionnaires of all newly incarcerated inmates. The nurse shall assess all inmates determined to need services and will render nursing care according to approved policies and procedures, standing health care orders approved by The Jail Medical Advisor, or health care orders obtained from the inmate's family physician, when available (see addendum).

Consultation with the Jail Medical Advisor or referral to the Grady Memorial Hospital Emergency Room will be made as determined by the corrections nurse or by designated staff of The Jail. During those hours when the Corrections' nurse is not on duty at The Jail non-life threatening health care needs shall be referred to Grady Memorial Hospital Emergency Room In no circumstance should there be a delay in calling 911 for life threatening health care needs (see addendum).
 2. Annual review and revision of all guidelines, procedures, and policies in accordance with the standards of Grady Memorial Hospital including the Hospital Accreditation standards of the JCAHO; National Council On Corrections Health Care "Standards Of Health Care In Jails" 2003; American Nurses' Association (Standards of Nursing Practice in Correctional Facilities, 1991); Department Of Rehabilitation And Correction, State Of Ohio "Minimum Standards For Full Service And Minimal
 3. Establishment of health records for each inmate needing medical evaluation or treatment with updates and maintenance by the corrections' nurse. Health records will be maintained in a locked file with access by designated staff only. No health record may be transferred or released without written authorization of the inmate or as provided by law or administrative regulation having the force and effect of law.
 4. Consultation and administration of selected health services for employees of the Delaware County Jail and Delaware County Sheriffs Department. All consultation and administration of selected health services will be by mutual agreement of both parties.

Selected services include:

- a) Administration of immunizations for Sheriff's department employees in compliance with local, state and federal regulations, including OSHA.
- b) Pre-employment and periodic health assessment for food service workers in compliance with local, state and federal regulations.
- c) Non-DOT Random Urine Drug Screening, in accordance with the sheriff's office drug screening policy.

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- d) Assistance with support staff and correction officer training in CPR, First Aid, infection/communicable disease control, crisis intervention techniques and suicide management, recognition of abnormal inmate behavior and stress management for correction officers.
 - e) Training of designated staff of The Jail in the administration of medications prescribed by the physician. Training shall consist of individual instruction and supervision of each staff member by the corrections' nurse in medication administration procedures. Trained, designated staff members may perform medication administration in the event that the corrections nurse is unavailable to administer medications to inmates.
- B) G.M.H.S. will provide professional liability insurance for its employees providing services at the jail.
- C) G.M.H.S. will further provide a physician, licensed to practice medicine in the State of Ohio, who will come on-site to the jail and treat inmates for on hour weekly. The Day and time for these on site services will be coordinated with the corrections nurse and the Director of Occupational Health at Grady Memorial Hospital. If more than one hour of physician time is needed due to the number of inmates or the health care needs of the inmates, approval shall be obtained from the Delaware County Sheriff by the Corrections Nurse prior to scheduling additional time. Additional on site physician service hours will be billed at \$130 an hour or \$70 an half hour.
3. The Delaware County Jail Administration will:
- A) Maintain sufficient space for the nurse to make health assessments and provide security during the assessment of inmates.
 - B) In the event, an inmate is admitted to Grady Memorial Hospital, an officer shall be available at the bedside of the inmate at all times to insure the care and safety of other patients and to insure that there is no interference with hospital operations occurs. The officer may be dismissed if it is agreed by The Jail Administration and the Hospital President and CEO that the presence of the inmate will not pose a danger to patients' safety or Hospital security.
 - C) Provide for the completion of a preliminary health evaluation record (reference: Minimum Standards for Jails in Ohio-Section 51 20:1-8-09-Medical-full service Jail, pg. 26; C:1-10) for all new inmates. The health evaluation record is forwarded to the corrections' nurse for review on the next regularly scheduled day.
 - D) Provide for the acquisition of all medications prescribed for inmates by the Jail Medical Advisor or those over the counter medications that may be administered in compliance with the standing policies noted above, at a licensed pharmacy of the Jail's Choice.
- 4) PAYMENT: G.M.H.S. will bill The Jail monthly according to the following fee schedule:
- A) \$34.50 per hour for regularly scheduled on-site nurse services. The Jail shall pay at rate of time and one half per hour for any services provided beyond 40 hours per week per shift or eight hours per shift per nurse.
 - B) Emergency Room services will be billed directly by Grady Memorial Hospital according to the prevailing hospital fees.

Terms of payment will be net thirty (30) days.

- 5) NOTICE AND CONTACT PERSONS: Any and ail notices given pursuant to this agreement shall be made in writing or by phone, and addressed to the respective contact persons of the parties:

For **G.M.H.S.: CONTRACT RENEWAL/REVISION**
Joseph M. Howard, RN, COHN
Director, Occupational Health Services
740-368-5105

For **Delaware County Jail:**

Cpt. Don Witt - Administrator-Delaware County Jail
Sheriff Al Myers - Sheriff-Delaware County
740-368-1885 or 740-548-4620

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- 6) **NON COMPETE CLAUSE:** During the term of this Agreement and any renewals or extensions thereof and for a period of 24 months following termination for any reason whatsoever, The Jail agrees that it will not offer employment to or hire any employee of G.M. Health Services who has provided services under the terms of this Agreement. In the event of a violation of this Agreement G.M. Health Services shall be entitled to enforce this provision by injunctive relief and all other remedies available at law.
- 7) **TERMS OF AGREEMENT:** The term of this Agreement shall be for a period of two years. This Agreement shall automatically renew for a successive term of one year upon the same terms and conditions with the exception of the rate of compensation, which shall be subject to agreement of the parties. Either party may terminate this Agreement effective at the end of the term then in effect by providing written notice to the other party of its' intent not to renew at least 30 days prior to the expiration of the term.
- 8) **COMPENSATION:** The Parties agree that the compensation payable to G.M. Health Services for services provided pursuant to the Agreement will not exceed Two Hundred One Thousand dollars (201,000.00) annually, which is the budgeted amount approved by the Board of Commissioners of Delaware County for purpose of this Agreement. This cap does not apply to services provided in the Emergency Department of Grady Memorial Hospital.
- 9) **MISCELLANEOUS:** This Agreement represents the entire understanding of the parties, and any other previous agreements written or verbal, is hereby superseded by this Agreement. The terms of this Agreement may be changed by subsequent written agreement of the parties.

ADDENDUM

Definitions:

- 1. **LIFE THREATENING HEALTH CARE NEEDS** are those needs that without immediate medical attention could result in death, permanent injury or serious bodily harm.
- 2. **JAIL MEDICAL ADVISOR** is a physician designated by the administration of Grady Memorial Hospital for G.M. Health Services and Occupational Health; licensed to practice medicine in the State of Ohio; member of the medical staff of Grady Memorial Hospital; who will advise and approve policies and procedures followed by the corrections nurse for the health care and services to inmates and employees of the Delaware County Jail and Sheriff's Office.

Vote on Motion Mrs. Martin Nay Mr. Jordan Nay Mr. Ward Nay

(Note the costs associated with this contract are not available in the Sheriff's Budget.)

RESOLUTION NO. 03-374

IN THE MATTER OF APPROVING PLATS FOR CHAPMAN RAVINE, MAXWELL ACRES AND WEDGEWOOD 2A:

It was moved by Mrs. Martin, seconded by Mr. Jordan to approve the following:

Chapman Ravine

Situated In Liberty Township, County Of Delaware, State Of Ohio, And Located In Farm Lot 6, In Section Four, Township Four North Range 19, West, United States Military Lands, And Being Part Of A 8.45 Acre Tract Conveyed To Michael A Linde As Recorded In Official Record 71, Page 63. Cost \$9.00.

Maxwell Acres

Situated In The Township Of Genoa, County Of Delaware, State Of Ohio, Being Part Of Farm Lot 17, Section 2, Township 3 Range 17, United States Military Lands And Being All Of A 5.141acre Tract As Conveyed To Michael J. And Susan Martin, In D.B. 633 Page 214, Delaware County Recorder's Office, Delaware County, Ohio. Cost \$6.00.

Wedgewood 2a

Situated In The State Of Ohio, County Of Delaware, Township Of Liberty, In Farm Lot 19 And Farm Lot 20, Quarter Township 3, Township 3 North, Range 19 West, United States Military Lands, Containing 3.641 Acres Of Land, More Or Less, And Being All Reserve "N" And Lot No. 1636, As Shown Upon The Plat Of Wedgewood Section 2, Of Record In Plat Book 24, Pages 32 Through 41, Said Lot And Reserve Having Been Conveyed To Virginia Homes Ltd., By Deed Of Record In Official Record 216, Page 155, A 0.169 Acre Tract Of Land Conveyed To Virginia Homes, Ltd., By Deed Of Record In Official Record 265, Page 1256, And 2.493 Acres Of A 36.178 Acre Tract Of Land Conveyed To Virginia Homes, Ltd., By Deeds Of Record In Official Record 216, Page 123,

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Official Record 216, Page 126 And Official Record 216, Page 129, All References Being To The Recorder's Office Delaware County, Ohio. Cost \$18.00.

Vote on Motion Mrs. Martin Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 03-375

IN THE MATTER OF APPROVING SUBDIVIDER'S AGREEMENT FOR SCIOTO RESERVE 4, PHASE 10:

It was moved by Mr. Jordan, seconded by Mrs. Martin to approve the following agreement:

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT executed on this 20th day of March, 2003 between **HOMEWOOD CORPORATION** as evidenced by the **SCIOTO RESERVE 4, PHASE 10** Subdivision Plat to be filed with the Delaware County Recorder, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**; said **SUBDIVIDER** is to execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in the Engineer's Estimate approved 9/16/02 which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Subdivision Regulations of Delaware County, Ohio**. The **SUBDIVIDER** shall pay the entire cost and expense of said improvements.

The **SUBDIVIDER** shall indemnify and save harmless the **County, Townships and/or Villages** and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**

The **SUBDIVIDER** shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading plans and specifications and shall have the authority to execute the plans and specifications and alterations required by the **COUNTY**. The representative shall be replaced by the **SUBDIVIDER** when, in the opinion of the **COUNTY**, his performance is deemed inadequate.

The **SUBDIVIDER** further agrees that any violations of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **COUNTY** shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

ROADWAY AND STORM DRAINAGE

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **FIFTY-EIGHT THOUSAND NINE HUNDRED TWENTY DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent testing laboratory. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**, with the exception of a nominal amount for the final inspection at the end of the maintenance period.

Upon the completion of construction, the **SUBDIVIDER** shall be responsible for the maintenance, repair or reconstruction of any and all defective materials or workman-ship for a period of **one year**. Said **SUBDIVIDER'S** bond or certified check or irrevocable letter of credit may be reduced to an amount estimated by the **County Engineer** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer's** satisfaction. All work is to be done in accordance to the **Ohio Department of Transportation Specifications**.

Acceptance of the roads and drainage structures in said subdivision into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **SUBDIVIDER'S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

Any snow or ice removal or other safety requirements deemed necessary by the County Engineer during the period of construction or maintenance shall be the responsibility of the **SUBDIVIDER**. All of the funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.

CONSTRUCTION

The **SUBDIVIDER** shall, within thirty (30) days following the completion of construction and prior to final acceptance, furnish to **Delaware County**, as required, "as built" drawings of the improvements, which plans

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shall become the property of the **County** and remain in the office of the **Delaware County Engineer**.

The **SUBDIVIDER** shall, within thirty (30) days of completion of construction, furnish to the **County** an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The **SUBDIVIDER** shall indemnify and hold harmless the **County** from expenses or claims for labor or material incident to said construction of improvements.

The **SUBDIVIDER** shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The **SUBDIVIDER** shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the **SUBDIVIDER** and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the **County**.

Should the SUBDIVIDER become unable to carry out the provisions of this AGREEMENT, the SUBDIVIDER'S heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this AGREEMENT.

In consideration whereof, the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO, hereby grants the SUBDIVIDER or his agent, the right and privileges to make the improvements stipulated herein.

Vote on Motion Mr. Jordan Aye Mrs. Martin Aye Mr. Ward Aye

RESOLUTION NO. 03 -376

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

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

Permit #	Applicant	Location	Type of Work
U03027	Del-Co Water	Condit Road	Install bore
U03028	Del-Co Water	Olive Green Road	Install bore
U03029	Del-Co Water	Lane Road	Install water Line
U03030	Consolidated Electric	Horseshoe Road	Replace Pole
U03031	Verizon	Byers Road	Place buried cable
U03032	Columbia Gas	Hickory Woods Sub.	Install Gas Main
U03033	Verizon	Bunty Station Road	Install new Pedestals

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mrs. Martin Aye

RESOLUTION NO. 03-377

IN THE MATTER OF ACCEPTING AND AWARING THE BID FOR A ROAD WIDENER FROM THE CALVIN GROUP:

It was moved by Mr. Jordan, seconded by Mrs. Martin to approve the following:

Road Widener-Bid Opening of February 18, 2003

As a result of the above referenced bid opening, the Engineer recommends that a bid award be made to the Calvin Group, the low bidder **who also met all requirements of the bid specifications**. A listing of all bids received is available for information.

Vote on Motion Mrs. Martin Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 03-378

SETTING BID OPENING DATE AND TIME FOR FURNISHING ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO COMPLETE THE PROJECT KNOWN AS THE 2003 ROAD IMPROVEMENT PROGRAM:

It was moved by Mrs. Martin, seconded by Mr. Jordan to approve the following:

**PUBLIC NOTICE
INVITATION TO BID**

Sealed proposals will be received at the **Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015, until 10:00 a.m. local time on Monday, April 7, 2003** for furnishing all labor, materials and equipment necessary to complete the project known as the **2003 Road Improvement Program** and, at said time and place, publicly opened and read aloud. Contract documents, bid sheets, plans and specifications can be obtained at the **Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015**. This project provides for reclamations, pavement repairs, widening and/or overlaying, and pavement markings for all and portions of County and Township Roads.

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RESOLUTION NO. 03-380

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE ENGINEER'S OFFICE:

It was moved by Mrs. Martin, seconded by Mr. Jordan to approve the following:

SUPPLEMENTAL APPROPRIATIONS

FUND NUMBER:	FUND NAME:	AMOUNT:
29240001-5001	Engineer/Salaries	\$92,000.00
29240001-5102	Engineer/Workers Comp	\$875.00
29240001-5120	Engineer/PERS	\$12,467.00
29240001-5131	Engineer/Medicare	\$1,335.00
29240001-5301	Engineer/Clerical and Temp Support	\$46,000.00
29240001-5101	Engineer/Hospital Insurance	\$8,832.00
29240001-5228	Engineer/Vehicle Maint. & Repair	\$21,000.00
29240001-5328	Engineer/Maintenance. & Repair Services	\$15,000.00
29240001-5319	Engineer/Reimbursements & Refunds	\$1,000,000.00
69340407-5101	Stormwater Phase II	\$1,920.00

Vote on Motion Mrs. Martin Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 03-381

IN THE MATTER OF APPROVING CONTINUED SALARY PAYMENTS AND HEALTH INSURANCE COVERAGE FOR THOSE COUNTY EMPLOYEES CALLED TO ACTIVE DUTY DURING TIME OF EMERGENCY:

It was moved by Mr. Jordan, seconded by Mrs. Martin to approve the following:

Whereas, the United States is drawing closer to war with Iraq, and

Whereas, the President of the United States has asked for military support from all branches of the armed forces. Subsequently, our military personnel (including reservists) are being called to active duty, many being sent to overseas destinations.

Whereas, Ohio Revised Code (ORC) Section 5923.05 address the requirements of permanent public employees called to active duty, and

Whereas, According to ORC Section 5923.05, "Month" means twenty-two eight-hour work days or one hundred seventy-six hours within one calendar year

Whereas, except as otherwise provided in division (D) of ORC Section 5923.05, any permanent public employee who is employed by a political subdivision, who is entitled to the leave provided under division (A) of ORC 5923.05, and who is called or ordered to the uniformed services for longer than a month, for each calendar year in which the employee performed service in the uniformed services, because of an executive order issued by the president of the United States, because of an act of congress, or because of an order to perform duty issued by the governor pursuant to section 5919.29 of the Revised Code is entitled, during the period designated in the order or act, to a leave of absence and to be paid, during each monthly pay period of that leave of absence, the lesser of the following:

- (1) The difference between the permanent public employee's gross monthly wage or salary as a permanent public employee and the sum of the permanent public employee's gross uniformed pay and allowances received that month; or
- (2) Five hundred dollars.

Whereas, except as otherwise provided in division (D) of ORC Section 5923.05, any permanent public employee who is employed by a state agency, who is entitled to the leave provided under division (A) of this section, and who is called or ordered to the uniformed services for longer than a month, for each calendar year in which the employee performed service in the uniformed services, because of an executive order issued by the president of the United States, because of an act of congress, or because of an order to perform duty issued by the governor pursuant to section 5919.29 of the Revised Code is entitled, during the period designated in the order or act, to a leave of absence and to be paid, during each monthly pay period of that leave of absence, the difference between the permanent public employee's gross monthly wage or salary as a permanent public employee and the sum of the permanent public employee's gross uniformed pay and allowances received that month, and

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Whereas, ORC Section 5923.05 states that no permanent public employee shall receive payments under division (B) or (C) of this section if the sum of the permanent public employee's gross uniformed pay and allowances received in a pay period exceeds the employee's gross wage or salary as a permanent public employee for that period or if the permanent public employee is receiving pay under division (A) of this section, and

Whereas, any political subdivision of the state, as defined in section 2744.01 of the Revised Code, may elect to pay any of its permanent public employees who are entitled to the leave provided under division (A) of ORC Section 5923 and who are called or ordered to the uniformed services for longer than one month, for each calendar year in which the employee performed service in the uniformed services, because of an executive order issued by the president or an act of congress, such payments, in addition to those payments required by division (B) of this section, as may be authorized by the legislative authority of the political subdivision, and

Whereas, ORC Section 5923.05 states that each permanent public employee who is entitled to leave provided under division (A) of this section shall submit to the permanent public employee's appointing authority the published order authorizing the call or order to the uniformed services or a written statement from the appropriate military commander authorizing that service, prior to being credited with that leave, and

Whereas, ORC Section 5923.05 states that any permanent public employee of a political subdivision whose employment is governed by a collective bargaining agreement with provision for the performance of service in the uniformed services shall abide by the terms of that collective bargaining agreement with respect to the performance of that service, except that no collective bargaining agreement may afford fewer rights and benefits than are conferred under this section.

Now Therefore Be It Resolved, by the Board of Commissioners of Delaware County, Ohio that in accordance with Ohio Revised Code 5923.05, those permanent public employees employed by Delaware County, Ohio called to serve on active duty during this time of emergency are entitled to a leave of absence from their respective position without loss of pay for the time they are performing services in the uniformed services for periods up to one month, for each year they are ordered to Active Duty.

Further be it Resolved that as otherwise provided in Division (E) of section 5923.05 any permanent public employee of Delaware County, Ohio who is entitled to leave under section (A) of 5923.05 of the Ohio Revised Code and is called to active duty by Executive Order of the President of the United States or an Act of Congress during the period designated by Order or Act, is entitled to a leave of absence and to be paid during each monthly pay period, beyond the first month of each calendar year, of that leave of absence:

The amount, if any, by which permanent public employee's gross monthly wage or salary as an officer or permanent public employee exceeds the sum of the permanent public employee's gross uniformed pay and allowance received that month.

Further be it Resolved, that pursuant to Division (E) or section 5923.05 of the Revised Code, for the health, safety and well being of those county employees and their families, Delaware County will continue health insurance coverage, after the end of the month that the employee begins military leave, for the employee and their families (if previously covered by the County health insurance policy) to ensure that those spouses and children will not be required to bare the cost of the health insurance premiums or be affected by change of doctors or health coverage. The employee will continue to incur the full cost of additional elective insurance premiums (at the time they are called to active duty) for dental, vision, disability, cancer, and life insurance policies.

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mrs. Martin Aye

RESOLUTION NO. 03-382

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT, EMPLOYMENT, DISMISSAL, DISCIPLINE, PROMOTION, DEMOTION OR COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

It was moved by Mrs. Martin, seconded by Mr. Jordan to adjourn into Executive Session at 10:25AM.

Vote on Motion Mr. Jordan Aye Mrs. Martin Aye Mr. Ward Aye

RESOLUTION NO. 03-383

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Jordan, seconded by Mrs. Martin to adjourn out of Executive Session at 10:35AM.

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mrs. Martin Aye

ADDITIONAL PUBLIC COMMENT

Ms. Gerspacher spoke to the Commissioners about concerns on the location of the Adult Probation Building.

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There being no further business the meeting adjourned.

Kristopher W. Jordan

Deborah B. Martin

James D. Ward

Letha George, Clerk to the Commissioners