

COMMISSIONERS JOURNAL NO. 59 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 29, 2013

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

Present:
Ken O'Brien, President
Dennis Stapleton, Vice President
Gary Merrell, Commissioner

10:00 AM Public Hearing # 1 For Delaware County's FY 2013 Community Development Block Grants

1:30 PM Special Session: Viewing for Joint Board of Board of Delaware and Union County Commissioners, for Drainage Petition Filed By The City Of Columbus Department Of Public Utilities

RESOLUTION NO. 13-427

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD APRIL 22, 2013:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on April 22, 2013; and

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

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

Vote on Motion Mr. Merrell Aye Mr. Stapleton Aye Mr. O'Brien Aye

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 13-428

IN THE MATTER OF RECOGNIZING MAY AS OLDER AMERICANS MONTH:

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

Proclamation by the
Delaware County Board of Commissioners
Recognizing May as Older Americans Month

WHEREAS, Older Americans Month is observed nationally each May to celebrate the accomplishments of our older citizens and recognize the vital role they play in weaving a unique and lasting community fabric; and

WHEREAS, this year's theme for Older Americans Month in Ohio is "Unleash the Power of Age" highlights the significant contributions made by millions of older Americans across our nation as well as in our own community; and

WHEREAS, the senior members of our population are living longer, healthier, more productive and active lives, and, Delaware County is home to more than 30,000 older adults and growing by 1,800 seniors per year.

THEREFORE, BE IT RESOLVED, that in recognition of the month of May as "Older Americans Month," the Delaware County Board of Commissioners does hereby honor and congratulate local older adults for the important contributions that they have made and continue to make in Delaware County to our families and society.

AND FURTHER RESOLVE that the Delaware County Board of Commissioners does recognize and congratulate the Council for Older Adults which provides assistance and services for a growing numbers of older county residents as well as significant and meaningful volunteer opportunities which help make Delaware County a better place to grow older.

Vote on Motion Mr. Merrell Aye Mr. Stapleton Aye Mr. O'Brien Aye

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RESOLUTION NO. 13-429

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0426 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0426:

It was moved by Mr. Stapleton, seconded by Mr. Merrell to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR0426, memo transfers in batch numbers MTAPR0426 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Central Ohio Farmers CO-OP	Gasoline	10011106-5228	\$ 22,000.00
Atrium	Interim Staff/ JFS Program	22411601-5301	\$ 15,000.00
Buckeye Power Sales (Line 1)	911 Department	21433606-5201	\$ 3,000.00
Buckeye Power Sales (Line 2)	911 Department	21411306-5328	\$ 3,000.00
Alere Toxicology	Job and Family	22511607-5215	\$ 5,100.00
DATA	Transportation	22411601-5355	\$ 10,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Line Account</u>	<u>Line Amount</u>
JOBS AND FAMILY SERVICES – MATERIAL AND SUPPLIES				
R1303752	DELL MARKETING LP	DELL OPTIPLEX PC AND MONITORS	22411603-5250	7,804.93
SANITARY ENGINEER – SERVICES AND CHARGES				
R1303714	FLOWLINE LLC	MANHOLE B26 AND B27	66211904-5328	14,833.01
SANITARY ENGINEER – CAPITAL OUTLAY				
R1303636	HILLIARD LAWN & GARDEN LLC		66211903-5450	13,439.00
R1303716	JWC ENVIRONMENTAL LLC	REPLACE MUFFIN MONSTER AT NORTHSTAR	66211904-5450	40,177.50

Vote on Motion Mr. Stapleton Aye Mr. Merrell Aye Mr. O'Brien Aye

RESOLUTION NO. 13-430

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Board of Commissioners is requesting that Si Kille attend a Fraud Investigation and Prevention Conference in Columbus, Ohio from June 3-4, 2013 at the cost of \$259.40 (fund number 10011102).

The Department of Job and Family Services is requesting that Lynn Stacy and Deb Breedlove attend a Management Conference at the OSU- John Glenn School from May 22-23, 2013 at the cost of \$1040.00 (fund number 22411605).

The Delaware County EMS Department is requesting that Glen Keating attend an Ohio EMS conference at the Columbus Convention Center on May 20, 2013 at no cost.

The Delaware County Sheriff's Office is requesting that Scott Gaines attend a Bloodhound K-9 Training Course in Inverness, Florida from April 28-May 10, 2013 at the cost of \$947.00 (fund number 10031337).

The Delaware County Job and Family Services Department is requesting that Lisa Fowler, Jackie Schonauer, Jason Lambert, Larry Hager, Shancie Jenkins, Sherry Melvin, Amber Huber, Mary Burns and Tammy Mannasmith attend a Conference in Columbus from May 15-16, 2013 at the cost of \$1746.00 (fund number State/Fed).

Environmental Services is requesting that Duane Matlack, Ed Spier, Chris Bean, John Hickman, Ross Bigelow, Greg Miller and Bill Johnson attend the Central Ohio Code Officials Association HVAC Systems and Fire Dampers Seminar in Columbus, Ohio on May 13 or May 14 or May 15 or May 16, 2013 at no cost.

The Adult Court Services Department is requesting that Laurie Winbigler attend a Therapeutic Community Specific Training in Columbus, Ohio on May 17, 2013 at the cost of \$20.00 (fund number 25622303).

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Vote on Motion Mr. Merrell Aye Mr. Stapleton Aye Mr. O'Brien Aye

RESOLUTION NO. 13-431

IN THE MATTER OF A NEW LIQUOR LICENSE REQUEST FROM BLOCK O PIZZA, 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 Mr. Stapleton to approve the following resolution:

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Orange Township Trustees that Block O Pizza has requested a new D1 permit located at 8627 Columbus Pike, Lewis Center, OH 43035 and

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

Therefore Be it Resolved, 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. O'Brien Aye Mr. Stapleton Aye

RESOLUTION NO. 13-432

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

It was moved by Mr. Merrell, seconded by Mr. Stapleton to approve the following work permits:

Whereas the below requests to perform work within the right-of-way have been reviewed and approved by the Delaware County Engineer;

Now Therefore Be It Resolved that the following permits are hereby approved by The Board of Delaware County Commissioners:

Permit #	Applicant	Location	Type of Work
U13-023	AT&T	Sawmill Road	Bore road

Vote on Motion Mr. Stapleton Aye Mr. O'Brien Aye Mr. Merrell Aye

RESOLUTION NO. 13-433

IN THE MATTER OF APPROVING PLANS, SPECIFICATIONS, ESTIMATE AND SETTING THE BID DATE FOR THE PROJECT KNOWN AS HARDIN #267 DRAINAGE IMPROVEMENT PROJECT:

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

Whereas, the County Engineer recommends approval of the Plans, Estimate, Bid Specifications and Bid Opening Date and Time for the Hardin #267 Drainage Improvement Project;

Whereas, Resolution Number 10-890 declared the necessity for and initiated the improvement known as Hardin #267 Drainage Improvement Project, and;

Whereas, the County Engineer has prepared plans, specifications and estimates for the Improvement, and;

Whereas the County Engineer has estimated the construction cost of the Improvement to be \$56,516.06

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners that:

Section 1: The plan, specifications and estimate for the project known as Hardin #267 Drainage Improvement Project are hereby approved, and;

Section2: The County Engineer is authorized to advertise for and receive bids on behalf of the Board in accordance with the following Advertisement for Bids:

**Public Notice
Advertisement for Bids**

Sealed bids will be received at the Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015, until 10:00 on Monday May 20, 2013, at which time they will be publicly opened and read aloud, for the

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project known as:

Hardin #267
Ditch Improvement Project

Engineer’s Estimate for Project \$ 56,516.06

The proposals must be made on the forms provided in the Contract Documents or a copy thereof and shall contain the full name and address of the bidder. All bids shall be sealed and plainly marked “SEALED BID FOR Hardin #267”. 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 one (1) year Maintenance/Performance Bond is required for this project in the amount of one hundred percent (100%) of the total project cost, and may be submitted with the Bid Proposal.

The Owner of the project is the Delaware County Board of Commissioners. Copies of the plans and specifications must be obtained from the Delaware County Engineer, 50 Channing Street, Delaware, OH 43015. Cost for printed copies of each set of plans and specifications is \$20, and the cost is non-refundable. Plans and specifications may also be downloaded, free of charge, from the Delaware County Engineer’s website at www.co.delaware.oh.us/ebids. All bidders must register as a plan holder with the Delaware County Engineer through the County Engineer’s ebids website or in person at the time of purchasing plans and specifications.

The Owner requires that all work associated with the project be completed before September 13, 2013. The estimated commencement of work date is June 17, 2013.

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 the Township. The Board reserves the right to reject any or all bids.

Delaware Gazette Advertisement Dates:
May 3, 2013
May 10, 2013

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mr. Stapleton Aye

RESOLUTION NO. 13-434

IN THE MATTER OF AUTHORIZING THE PURCHASE OF A SKIDSTEER LOADER AND GRAPPLE BUCKET FOR THE COUNTY ENGINEER’S OFFICE:

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

WHEREAS, pursuant to Section 5549.01 of the Revised Code, the Board of Commissioners (the “Board”) may purchase machinery and equipment for the construction, improvement, maintenance or repair of the highways, bridges, and culverts under its jurisdiction as it deems necessary; and

WHEREAS, the County Engineer’s Office has a need for a skidsteer loader and grapple bucket for use in performing the office’s official duties; and

WHEREAS, the Board is a member of the State of Ohio’s cooperative purchasing program; and

WHEREAS, the trucks and equipment are available for purchase via the State of Ohio’s cooperative purchasing program.

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

Section 1: The Board hereby authorizes the purchase of a Volvo MCT125C Skidsteer Loader from RUDD Equipment Company at the price of \$49,971.30.

Section 2: The Board hereby authorizes the purchase of a 64” 14ft2 H/O GP Grapple from RUDD Equipment Company at the price of \$20,082.21.

Section 3: The purchases authorized hereof shall be subject to the contract and terms and conditions for Contract #7751501709, Index Number STS515 in the State of Ohio’s cooperative purchasing program, which is fully incorporated herein and of which the purchase orders shall be made a part.

Vote on Motion 13-434 Mr. Merrell Aye Mr. Stapleton Aye Mr. O'Brien Aye

RESOLUTION NO. 13-435

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IN THE MATTER OF APPROVING A RESOLUTION TO PARTICIPATE IN THE OHIO DEPARTMENT OF TRANSPORTATION BID FOR SODIUM CHLORIDE:

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

Sodium Chloride Bid

Whereas, for the past several years we have participated with the Ohio Department of Transportation in the bid for sodium chloride (rock salt) in order to obtain lower pricing; and

Whereas, the Engineer would like the Board’s approval to participate in this program again for the 2013-2014 winter season; and

Whereas, a Cooperative Purchasing Agreement with ODOT for this participation is available for your approval; and

Whereas, the County Engineer recommends approval of this resolution;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve to participate in The Ohio Department of Transportation’s Bid for Sodium Chloride.

RESOLUTION/ORDINANCE as adopted for sodium chloride/rock salt requirements for purchase. Effective period: twelve months from date of award, inclusive, or on an effective date as determined by the Director at the time of bid.

Whereas, Section 5513.01(B) of the Ohio Revised Code provides the opportunity for Political Subdivisions including Counties, Townships, Municipal Corporations, Port Authorities, Regional Transit Authorities, State Colleges/Universities and County Transit Boards and others to participate in contracts of the Ohio Department of Transportation for the purchase of machinery, material, supplies, or other articles;

Now Therefore, Be it Ordained, Intending to Be Legally Bound That the Delaware County Commissioners

(Agent)

Hereby Requests Authority in The Name of Delaware County
(Political Subdivision)

To participate in the Ohio Department of Transportation’s Contract for Rock Salt and Agrees:

- 1) To purchase an estimated salt tonnage, indicated below, exclusively from the vendor awarded the rock salt contract for the county in which said political subdivision is located;

018 NOTE: By executing this agreement and providing an estimated tonnage the Political Subdivision recognizes that Contract 018 will contain a min/max tonnage provision, as determined by the Director at the time of bid but will not exceed 80/120% respectively, for which the Political Subdivision will be responsible.

- 2) To be bound by the terms and conditions of the contract;
- 3) To be responsible for payment directly to the vendor for the quantities purchased under the contract; and
- 4) To be responsible for resolving all disputes arising out of participation in the contract and agree to release the Director of Transportation and the Ohio Department of Transportation from liability for all loss or damage, and from any and every claim or damage resulting from or arising out of participation in the contract pursuant to Ohio Revised Code Section 5513.01(b).

MINIMUM ORDER = 1 TRUCKLOAD / 22 TONS WITHOUT PILER OR 200 TONS WITH PILER

018 Salt Winter Use Contract – 80/120% (Min/Max Tonnage)		
STOCKPILE LOCATIONS	STOCKPILE CAPACITY	TONS REQUIRED (ESTIMATED)
1020 US Route 42N Delaware, Ohio	4,500	6,000
7049 Big Walnut Road, Galena, Ohio	600	
1454 Rome Corners Road, Galena, Ohio	2,500	
2708 Lackey Old State Road, Delaware, Ohio	500	

Participating Political Subdivisions are intended beneficiaries under this contract and are real parties in interest with the capacity to sue and be sued in their own name without joining the state of Ohio, Ohio Department of Transportation. By signing and returning this agreement, you will be bound to participate in this contract during the upcoming winter season, upon award of the contract to a successful vendor. A participating Political Subdivision cannot change its position during this contract period. Termination of participation is effective upon the expiration date of the contract. Failure of a Political Subdivision to purchase its requirements from the awarded vendor or comply with the terms of this contract may invalidate participation for the following winter season.

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Political subdivisions will be required to submit a new participation agreement form every year, indicating storage capacity and stating salt needs for the contract period.

Vote on Motion Mr. Stapleton Aye Mr. Merrell Aye Mr. O'Brien Aye

RESOLUTION NO. 13-436

IN THE MATTER OF ACCEPTING THE GRANT AWARD OF THE FIREHOUSE SAFETY FOUNDATION FOR \$19,667.48 TO BE USED TO PURCHASE A 2013 KUBOTA RTV ALL-TERRAIN UTILITY VEHICLE, MED-LITE EMS SKID UNIT EMERGENCY LIGHTING AND TRAILER:

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

WHEREAS, Delaware County EMS applied for and has been awarded \$19,667.48 to purchase the vehicle, EMS skid-unit, emergency warning equipment and trailer for Delaware County Emergency Medical Services; and

WHEREAS, the Grant will provide funding for an All-Terrain utility vehicle to aid in the access and egress of victims located in areas that are inaccessible with road vehicles; and

WHEREAS, no local match funds are required for this Grant;

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio, Firehouse Subs Public Safety Foundation Grant for Delaware County EMS be accepted.

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mr. Stapleton Aye

RESOLUTION NO. 13-437

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR EMERGENCY MEDICAL SERVICES:

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

Supplemental Appropriations		
10011303-5450	Emergency Medical Services/Capital Equipment	\$19,667.48

Vote on Motion Mr. Merrell Aye Mr. Stapleton Aye Mr. O'Brien Aye

RESOLUTION NO. 13-438

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR LIFEPAK 15 MONITOR/DEFIBRILLATOR EQUIPMENT:

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

Supplemental Appropriations		
41711436-5450	Capital Acquisition & Project/Capital Equipment	278,887.75

Vote on Motion Mr. Stapleton Aye Mr. Merrell Aye Mr. O'Brien Aye

RESOLUTION NO. 13-439

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR SECURITY UPGRADES:

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

Supplemental Appropriations		
41711436-5450	Capital Acquisition & Project/Capital Equipment	50,000.00

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mr. Stapleton Aye

RESOLUTION NO. 13-440

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND MAIL PRO 1, LLC FOR PRINTING AND MAILING SERVICES FOR THE REGIONAL SEWER DISTRICT:

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

Whereas, the Regional Sewer District needs printing and mailing services to send the quarterly sanitary sewer user billing statements to its customers, and

Whereas, sewer district staff recommends executing an agreement with Mail Pro 1, LLC for the required printing and mailing services for a unit price of \$100.00 per 1,000 statements.

THEREFORE BE IT RESOLVED that the Board of County Commissioners approve the Agreement with Mail Pro 1, LLC for the printing and mailing services for the Regional Sewer District.

Furthermore be it resolved that the Board of County Commissioners approve a purchase order with Mail Pro 1 in the amount of \$5,000.00 for 2013 services.

PRINTING & MAILING SERVICES CONTRACT

Section 1 – Parties to the Agreement

Agreement made and entered into this 29th day of April, 2013 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Mailpro 1 LLC, 27 Coventry Rd., Delaware, Ohio 43015 (“Contractor”).

Section 2 – Contract Administrator

The Delaware County Board of Commissioners hereby designates the Delaware County Sanitary Engineer as Administrator and agent of the Board for Work performed in accordance with this Agreement. The Administrator shall have general supervision of the Work and authority to order commencement or suspension thereof.

Section 3 – Scope of Services (Work)

Contractor agrees to furnish, unto the County, printing and mailing services in accordance with the Scope of Services attached hereto and, by this reference, hereby made part of this Agreement (hereinafter “the Scope”). Contractor shall perform the Work in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Section 4 – Compensation

Compensation for Work performed under this Agreement shall be in accordance with the following schedule:

	Estimated	Estimated		
<u>Unit Price</u>	<u>Quantity</u>	<u>Cost</u>		
\$100.00/1000	100,000/yr	\$10,000.00/yr	ESTIMATED TOTAL	\$10,000.00/yr

Section 5 – Payment

Compensation shall be paid periodically, but no more than once per month, and shall be based on invoices in accordance with the Scope. Invoices shall be submitted to the Administrator by the Contractor on company letterhead clearly listing the word “Invoice” with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Contractor shall promptly submit documentation as needed to substantiate said invoices. The County shall pay invoices within thirty (30) days of receipt.

Section 6 – Term

This Agreement shall be in effect from April 25, 2013 to April 24, 2014.

Section 7 – Insurance

Not used in this contract.

Section 8 – Liability and Warranties

To the fullest extent permitted by law, neither party shall be liable to the other for any incidental, indirect or consequential damages arising out of or connected in any way to the Work or this Agreement. This mutual waiver shall include, but not be limited to, loss of profit, loss of business or income, or any other consequential damages that either party may have incurred from any cause of action whatsoever.

Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, the Contractor shall indemnify and hold free and harmless the County and its employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Contractor, its employees, agents, subcontractors, and their employees and agents’ subcontractors and their employees or any other person for whose acts any of them may be liable.

Section 9 – Suspension or Termination of Agreement

The County may suspend or terminate this Agreement at any time for the convenience of the County, at which time the County shall provide written notice to the Contractor ordering termination of Work. The Contractor shall immediately

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suspend or terminate Work, as ordered by the County. In the case of Termination, the Contractor shall submit a final invoice within sixty (60) days of receiving Notice of Termination for Work completed up to the date of termination. The County is not liable for payment for work performed after the date of termination.

Section 10 – Change in Scope of Work

In the event that significant changes to the Scope of Services as defined in Section 3 are required during performance of the Work, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall be approved by both parties in writing.

Section 11 – Miscellaneous Terms & Conditions

- 11.1 **Prohibited Interests:** Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year there after shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 11.2 **Entire Agreement:** This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Contractor, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
- 11.3 **Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 11.4 **Headings:** The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- 11.5 **Waivers:** No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 11.6 **Severability:** If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 11.7 **Non-Discrimination/Equal Opportunity:** Contractor hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

Contractor further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

Contractor certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.

Contractor certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

SCOPE OF SERVICES

Printing and Mailing Services for the Delaware County Regional Sewer District

The CONTRACTOR shall provide for the printing and mailing of the County's Quarterly Sanitary Sewer user billing statements. The County's billing cycle is quarterly with bills sent out the first of February, May, August and November with the billing due the 10th day of the following month.

PRINTING SERVICES

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The CONTRACTOR shall provide the following for each user bill:

- 1) #10 window envelope printed 1/0
- 2) #9 BRE envelope printed 1/0
- 3) 8 1/2" x 11" billing statement with tear off at 3 1/2"
- 4) Data file will be Cass certified, NCOA, to USPS standards. File will be sorted to qualify for the best possible automation postage rates.
- 5) Billing statement will be laser simplex with variable data and tri-folded.
- 6) Insert the BRE and billing statement into the #10 window envelope, seal and sort to USPS standards.

MAILING SERVICES

The CONTRACTOR shall provide the following for each user bill:

- 1) Prepared billing statements will be entered into the mail stream at the Delaware Post Office on the Mail Pro 1 mailing permit.

PAYMENT METHOD

- 1) The CONTRACTOR shall bill the COUNTY once per quarter following the mailing of the quarterly billing.
- 2) The COUNTY shall issue a check prior to each quarterly mailing for postage made out to the United States Postal Service. The CONTRACTOR shall accept a check for the average postage amount and the CONTRACTOR will bill and/or credit the COUNTY for any under or overage.

Vote on Motion Mr. Merrell Aye Mr. O'Brien Aye Mr. Stapleton Aye

RESOLUTION NO. 13-441

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE DELAWARE COUNTY BANK AND TRUST CO. FOR LOCKBOX SERVICES FOR THE REGIONAL SEWER DISTRICT:

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

Whereas, the Director of Environmental Services recommends the agreement with The Delaware County Bank And Trust Co. for Lockbox Services for The Regional Sewer District;

Therefore be it resolved, that the Board of Commissioners approve the agreement with The Delaware County Bank And Trust Co. for Lockbox Services for The Regional Sewer District.

LOCK BOX SERVICES CONTRACT

Section 1 – Parties to the Agreement

Agreement made and entered into this 29th day of April, 2013 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and The Delaware County Bank and Trust Company, 110 Riverbend Avenue, Lewis Center, Ohio 43035 (“Contractor”).

Section 2 – Contract Administrator

The Delaware County Board of Commissioners hereby designates the Delaware County Sanitary Engineer as Administrator and agent of the Board for Work performed in accordance with this Agreement. The Administrator shall have general supervision of the Work and authority to order commencement or suspension thereof.

Section 3 – Scope of Services (Work)

Contractor agrees to furnish, unto the County, lock box services in accordance with the Scope of Services attached hereto and, by this reference, hereby made part of this Agreement (hereinafter “the Scope”). Contractor shall perform the Work in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Section 4 – Compensation

Compensation for Work performed under this Agreement shall be in accordance with the following schedule:

	<u>Unit Price</u>	<u>Estimated Quantity</u>	<u>Estimated Cost</u>
Lock Box Fee (monthly)	\$100.00	12	\$1,200.00
Checks Processed with scanned image	\$0.259	45,000	\$11,655.00
Unprocessable Checks	\$0.150	16,000	\$2,400.00
		ESTIMATED TOTAL	\$15,255.00

Section 5 – Payment

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Compensation shall be paid periodically, but no more than once per month, and shall be based on invoices in accordance with the Scope. Invoices shall be submitted to the Administrator by the Contractor on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Contractor shall promptly submit documentation as needed to substantiate said invoices. The County shall pay invoices within thirty (30) days of receipt.

Section 6 – Term

This Agreement shall be in effect from May 1, 2013 to April 30, 2014.

Section 7 – Insurance

Not used in this contract.

Section 8 – Liability and Warranties

To the fullest extent permitted by law, neither party shall be liable to the other for any incidental, indirect or consequential damages arising out of or connected in any way to the Work or this Agreement. This mutual waiver shall include, but not be limited to, loss of profit, loss of business or income, or any other consequential damages that either party may have incurred from any cause of action whatsoever.

Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, the Contractor shall indemnify and hold free and harmless the County and its employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Contractor, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

Section 9 – Suspension or Termination of Agreement

The County may suspend or terminate this Agreement at any time for the convenience of the County, at which time the County shall provide written notice to the Contractor ordering termination of Work. The Contractor shall immediately suspend or terminate Work, as ordered by the County. In the case of Termination, the Contractor shall submit a final invoice within sixty (60) days of receiving Notice of Termination for Work completed up to the date of termination. The County is not liable for payment for work performed after the date of termination.

Section 10 – Change in Scope of Work

In the event that significant changes to the Scope of Services as defined in Section 3 are required during performance of the Work, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall be approved by both parties in writing.

Section 11 – Miscellaneous Terms & Conditions

- 11.1 **Prohibited Interests:** Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year there after shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 11.2 **Entire Agreement:** This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Contractor, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
- 11.3 **Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 11.4 **Headings:** The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- 11.5 **Waivers:** No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 11.6 **Severability:** If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances

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other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

- 11.7 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

Contractor further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

Contractor certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.

Contractor certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

- 11.8 Independent Contractor: The Parties acknowledge and agree that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder.

- 11.9 Campaign Finance – Compliance with R.C. 3517.13: Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Contractor/Provider, therefore, is required to complete the attached certificate/affidavit entitled “Certification/Affidavit in Compliance With O.R.C. Section 3517.13.” **Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract.** Such certification is attached to this Contract and by this reference made a part thereof.

SCOPE OF SERVICES

Lock Box Services for Delaware County Regional Sewer District

The CONTRACTOR shall provide for the collection of the County’s Quarterly Sanitary Sewer user fees, processing of bills and checks, and the transfer of monies and account information to the COUNTY. The County’s billing cycle is quarterly with bills sent out the first of February, May, August and November with the billing due the 10th day of the following month.

LOCK BOX ACCOUNT

The Contractor shall provide a Lock Box account for all monies received. The Lock Box account shall be in the name of the Delaware County Treasurer. The Contractor shall deposit the monies received into the Lock Box account. At the request of the Delaware County Treasurer, funds in the Lock Box account shall be transferred from the Lock Box account to another account designated by the Treasurer. Fund transfers are expected to take place on a daily basis. The amount transferred shall correspond with the bill processing information provided to the County on the same or next business day that it is received. The cost to provide this service shall be included in the lock box fee.

MAILING SERVICES

The Contractor shall provide a single location where bills and checks will be returned for processing. The location can either be an address or post office box and will be further referenced as “Return Address”. The cost to provide this service shall be included in the unit price for processing of checks.

BILL PROCESSING

The Contractor shall pick up and process all payments sent to the return address at least once a day with the exception of weekends and holidays which shall be picked up and processed on the first following workday. Bill processing shall consist of the Contractor recording the amount of payment received for each account. The

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Contractor shall be responsible for balancing the amount of payment applied to each account with the amount of money received. The Contractor shall provide the County with the following:

- 1) File to be transferred daily via secure FTP or other secure electronic transfer
- 2) File to be in an ASCII delimited format (tab or comma)
- 3) File must contain the following information for each payment received:
 - Date of Payment
 - Payment Amount
 - County Account Number
 - Check Number
 - Check Status (Clear of NSF)

The Contractor shall also provide to the County a scanned copy of all checks processed for each day that bills are processed. The cost to provide these services shall be included in the unit price for processing of checks.

UNPROCESSABLE PAYMENTS

For all payments received without the detachable bill return payment form, the Contractor shall record the amount of payment, name on the payment, and payment address. This information shall be included in the daily work and be considered unprocessable payments. The cost to provide this service shall be included in the unit price for unprocessable payments.

PAYMENT METHOD

The Contractor shall bill the County once a month for services provided the prior month

Vote on Motion Mr. Stapleton Aye Mr. O'Brien Aye Mr. Merrell Aye

RESOLUTION NO. 13-442

IN THE MATTER OF APPROVING FIVE SEPARATE ENERGY PULSE AGREEMENTS BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND OHIO POWER COMPANY:

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

Whereas, the Director of Environmental Services recommends the five agreements with Ohio Power Company for energy pulses for The Regional Sewer District;

Therefore, be it resolved, that the Board of Commissioners approve the five agreements with Ohio Power Company for energy pulses for The Regional Sewer District.

(1) 10333 OLENTANGY RIVER ROAD REAR AGREEMENT:

Energy Pulse Agreement

No isolation relay required - For low current & low voltage circuits only!

This agreement entered into this 29th day of April, 2013 by and between Delaware County Commissioners (Customer) and Ohio Power Company (Company).

The Company agrees to furnish as part of its metering facilities in its metering cabinet as an additional service, located at **10333 Olentangy River Rd Rear, Powell, Oh, 43065** energy pulses. Energy pulses shall mean pulse output from the customer's billing meter only. Services furnished will be provided under the following conditions:

1. The customer's load management equipment shall not have a voltage across Company's contact exceeding 120 VAC or 170 VDC and the current draw shall be less than 0.05 amps. If these ratings are not known, the Company's standard pulse option should be used.
2. Company shall provide and install the necessary pulse output board in the billing meter and provide approximately 2 feet of cable exiting the meter compartment for the customer to make the required connections. The customer is responsible for fusing the circuit outside the meter compartment to insure that the 0.05 amp current limit will not be exceeded. This is subject to inspection and acceptance by the company. Customer agrees to pay \$ 147.00 for all labor, equipment, material, and installation expense associated with the initial installation.
3. Customer shall install and maintain, at its own expense, the conductors from the meter cable termination to the load management device. Customer shall supply power to operate the load control device. Energy, reactive energy, and/or end of interval pulse values provided will be those in use by Company

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in its billing meter equipment and can be changed by Company. Therefore, the Customer's equipment should be capable of adjustment or calibration to account for such changes.

4. If the output board installed in the billing meter or the billing meter itself is damaged due to an over voltage or over current condition from the customer's equipment, the customer will be responsible for the repair or replacement of the meter. If the meter has been damaged by the customer, the Company will require the customer to install an isolation relay(s) and the customer will pay the cost of material and labor.
5. The integrity and accuracy of Company's billing meter equipment must be maintained. Company shall have the right to interrupt the energy, reactive energy, and/or end of interval pulse circuits to perform any tests or maintenance it determines necessary or desirable on its billing meter or related equipment. Further, this contract and Company's obligation to provide energy, reactive energy, and/or end of interval pulses, can be canceled by either party at any time upon 90 days notice.
6. Customer assumes all risks that these services may affect the operation of its equipment and Company shall have no liability in such event. Also, Company shall be under no obligation to adjust Customer's billing demand or demand charges due to any failure of the services provided hereunder, or due to the failure of Customer's load management system to limit the actual demand, or due to any failure, for whatever reason, to provide the energy, reactive energy, and/or end of interval pulses under this agreement.

Neither Company or its affiliated companies shall be liable, whether arising out of contract, tort (including negligence), strict liability, or for any other cause or form of action whatsoever, for loss of anticipated profits or savings, loss by reason of plant or other facility shutdown, non-operation or increased expense of operation service interruption, cost of purchased or replacement power, claims of Customer's customers or others, cost of money, loss of use of capital or revenue or any damages associated with Customer's use or intended use or inability to use the information and services provided for under this agreement or for any special, incidental or consequential loss or damage or any nature, whether similar to those mentioned above, arising at any time or from any cause whatsoever. The total liability of Company and its affiliated companies arising from any form or case of action shall not exceed the contract price for the contract services upon which such liability is based.

7. Customer agrees to be financially responsible for all maintenance of the installed facilities and to reimburse Company on a time and material basis for any maintenance costs incurred within 30 days of receipt of invoice for such services.

(2) 10333 OLENTANGY RIVER ROAD APT A AGREEMENT:

Energy Pulse Agreement

No isolation relay required - For low current & low voltage circuits only!

This agreement entered into this 29th day of April, 2013 by and between Delaware County Commissioners (Customer) and Ohio Power Company (Company).

The Company agrees to furnish as part of its metering facilities in its metering cabinet as an additional service, located at **10333 Olentangy River Rd Apt A, Powell, Oh, 43065** energy pulses. Energy pulses shall mean pulse output from the customer's billing meter only. Services furnished will be provided under the following conditions:

1. The customer's load management equipment shall not have a voltage across Company's contact exceeding 120 VAC or 170 VDC and the current draw shall be less than 0.05 amps. If these ratings are not known, the Company's standard pulse option should be used.
2. Company shall provide and install the necessary pulse output board in the billing meter and provide approximately 2 feet of cable exiting the meter compartment for the customer to make the required connections. The customer is responsible for fusing the circuit outside the meter compartment to insure that the 0.05 amp current limit will not be exceeded. This is subject to inspection and acceptance by the company. Customer agrees to pay \$ 147.00 for all labor, equipment, material, and installation expense associated with the initial installation.
3. Customer shall install and maintain, at its own expense, the conductors from the meter cable termination to the load management device. Customer shall supply power to operate the load control device. Energy, reactive energy, and/or end of interval pulse values provided will be those in use by Company in its billing meter equipment and can be changed by Company. Therefore, the Customer's equipment should be capable of adjustment or calibration to account for such changes.
4. If the output board installed in the billing meter or the billing meter itself is damaged due to an over voltage or over current condition from the customer's equipment, the customer will be responsible for

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the repair or replacement of the meter. If the meter has been damaged by the customer, the Company will require the customer to install an isolation relay(s) and the customer will pay the cost of material and labor.

5. The integrity and accuracy of Company's billing meter equipment must be maintained. Company shall have the right to interrupt the energy, reactive energy, and/or end of interval pulse circuits to perform any tests or maintenance it determines necessary or desirable on its billing meter or related equipment. Further, this contract and Company's obligation to provide energy, reactive energy, and/or end of interval pulses, can be canceled by either party at any time upon 90 days notice.
6. Customer assumes all risks that these services may affect the operation of its equipment and Company shall have no liability in such event. Also, Company shall be under no obligation to adjust Customer's billing demand or demand charges due to any failure of the services provided hereunder, or due to the failure of Customer's load management system to limit the actual demand, or due to any failure, for whatever reason, to provide the energy, reactive energy, and/or end of interval pulses under this agreement.

Neither Company or its affiliated companies shall be liable, whether arising out of contract, tort (including negligence), strict liability, or for any other cause or form of action whatsoever, for loss of anticipated profits or savings, loss by reason of plant or other facility shutdown, non-operation or increased expense of operation service interruption, cost of purchased or replacement power, claims of Customer's customers or others, cost of money, loss of use of capital or revenue or any damages associated with Customer's use or intended use or inability to use the information and services provided for under this agreement or for any special, incidental or consequential loss or damage or any nature, whether similar to those mentioned above, arising at any time or from any cause whatsoever. The total liability of Company and its affiliated companies arising from any form or case of action shall not exceed the contract price for the contract services upon which such liability is based.

7. Customer agrees to be financially responsible for all maintenance of the installed facilities and to reimburse Company on a time and material basis for any maintenance costs incurred within 30 days of receipt of invoice for such services.

(3) 7850 WORTHINGTON ROAD AGREEMENT:

Energy Pulse Agreement

No isolation relay required - For low current & low voltage circuits only!

This agreement entered into this 29th day of April, 2013 by and between Delaware County Commissioners (Customer) and Ohio Power Company (Company).

The Company agrees to furnish as part of its metering facilities in its metering cabinet as an additional service, located at **7850 Worthington Rd, Westerville, Oh 43082**, energy pulses. Energy pulses shall mean pulse output from the customer's billing meter only. Services furnished will be provided under the following conditions:

1. The customer's load management equipment shall not have a voltage across Company's contact exceeding 120 VAC or 170 VDC and the current draw shall be less than 0.05 amps. If these ratings are not known, the Company's standard pulse option should be used.
2. Company shall provide and install the necessary pulse output board in the billing meter and provide approximately 2 feet of cable exiting the meter compartment for the customer to make the required connections. The customer is responsible for fusing the circuit outside the meter compartment to insure that the 0.05 amp current limit will not be exceeded. This is subject to inspection and acceptance by the company. Customer agrees to pay \$ 147.00 for all labor, equipment, material, and installation expense associated with the initial installation.
3. Customer shall install and maintain, at its own expense, the conductors from the meter cable termination to the load management device. Customer shall supply power to operate the load control device. Energy, reactive energy, and/or end of interval pulse values provided will be those in use by Company in its billing meter equipment and can be changed by Company. Therefore, the Customer's equipment should be capable of adjustment or calibration to account for such changes.
4. If the output board installed in the billing meter or the billing meter itself is damaged due to an over voltage or over current condition from the customer's equipment, the customer will be responsible for the repair or replacement of the meter. If the meter has been damaged by the customer, the Company will require the customer to install an isolation relay(s) and the customer will pay the cost of material and labor.

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5. The integrity and accuracy of Company's billing meter equipment must be maintained. Company shall have the right to interrupt the energy, reactive energy, and/or end of interval pulse circuits to perform any tests or maintenance it determines necessary or desirable on its billing meter or related equipment. Further, this contract and Company's obligation to provide energy, reactive energy, and/or end of interval pulses, can be canceled by either party at any time upon 90 days notice.

6. Customer assumes all risks that these services may affect the operation of its equipment and Company shall have no liability in such event. Also, Company shall be under no obligation to adjust Customer's billing demand or demand charges due to any failure of the services provided hereunder, or due to the failure of Customer's load management system to limit the actual demand, or due to any failure, for whatever reason, to provide the energy, reactive energy, and/or end of interval pulses under this agreement.

Neither Company or its affiliated companies shall be liable, whether arising out of contract, tort (including negligence), strict liability, or for any other cause or form of action whatsoever, for loss of anticipated profits or savings, loss by reason of plant or other facility shutdown, non-operation or increased expense of operation service interruption, cost of purchased or replacement power, claims of Customer's customers or others, cost of money, loss of use of capital or revenue or any damages associated with Customer's use or intended use or inability to use the information and services provided for under this agreement or for any special, incidental or consequential loss or damage of any nature, whether similar to those mentioned above, arising at any time or from any cause whatsoever. The total liability of Company and its affiliated companies arising from any form or case of action shall not exceed the contract price for the contract services upon which such liability is based.

7. Customer agrees to be financially responsible for all maintenance of the installed facilities and to reimburse Company on a time and material basis for any maintenance costs incurred within 30 days of receipt of invoice for such services.

(4) 7767 WALKER WOODS BOULEVARD AGREEMENT:

Energy Pulse Agreement

No isolation relay required - For low current & low voltage circuits only!

This agreement entered into this 29th day of April, 2013 by and between Delaware County Commissioners (Customer) and Ohio Power Company (Company).

The Company agrees to furnish as part of its metering facilities in its metering cabinet as an additional service, located at **7767 Walker Woods Blvd, Lewis Center, Oh 43035**, energy pulses. Energy pulses shall mean pulse output from the customer's billing meter only. Services furnished will be provided under the following conditions:

1. The customer's load management equipment shall not have a voltage across Company's contact exceeding 120 VAC or 170 VDC and the current draw shall be less than 0.05 amps. If these ratings are not known, the Company's standard pulse option should be used.
2. Company shall provide and install the necessary pulse output board in the billing meter and provide approximately 2 feet of cable exiting the meter compartment for the customer to make the required connections. The customer is responsible for fusing the circuit outside the meter compartment to insure that the 0.05 amp current limit will not be exceeded. This is subject to inspection and acceptance by the company. Customer agrees to pay \$ 147.00 for all labor, equipment, material, and installation expense associated with the initial installation.
3. Customer shall install and maintain, at its own expense, the conductors from the meter cable termination to the load management device. Customer shall supply power to operate the load control device. Energy, reactive energy, and/or end of interval pulse values provided will be those in use by Company in its billing meter equipment and can be changed by Company. Therefore, the Customer's equipment should be capable of adjustment or calibration to account for such changes.
4. If the output board installed in the billing meter or the billing meter itself is damaged due to an over voltage or over current condition from the customer's equipment, the customer will be responsible for the repair or replacement of the meter. If the meter has been damaged by the customer, the Company will require the customer to install an isolation relay(s) and the customer will pay the cost of material and labor.
5. The integrity and accuracy of Company's billing meter equipment must be maintained. Company shall have the right to interrupt the energy, reactive energy, and/or end of interval pulse circuits to perform any tests or maintenance it determines necessary or desirable on its billing meter or related equipment. Further, this contract and Company's obligation to provide energy, reactive energy, and/or end of interval pulses, can be canceled by either party at any time upon 90 days notice.

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6. Customer assumes all risks that these services may affect the operation of its equipment and Company shall have no liability in such event. Also, Company shall be under no obligation to adjust Customer's billing demand or demand charges due to any failure of the services provided hereunder, or due to the failure of Customer's load management system to limit the actual demand, or due to any failure, for whatever reason, to provide the energy, reactive energy, and/or end of interval pulses under this agreement.

Neither Company or its affiliated companies shall be liable, whether arising out of contract, tort (including negligence), strict liability, or for any other cause or form of action whatsoever, for loss of anticipated profits or savings, loss by reason of plant or other facility shutdown, non-operation or increased expense of operation service interruption, cost of purchased or replacement power, claims of Customer's customers or others, cost of money, loss of use of capital or revenue or any damages associated with Customer's use or intended use or inability to use the information and services provided for under this agreement or for any special, incidental or consequential loss or damage or any nature, whether similar to those mentioned above, arising at any time or from any cause whatsoever. The total liability of Company and its affiliated companies arising from any form or case of action shall not exceed the contract price for the contract services upon which such liability is based.

7. Customer agrees to be financially responsible for all maintenance of the installed facilities and to reimburse Company on a time and material basis for any maintenance costs incurred within 30 days of receipt of invoice for such services.

(5) 10435 OLENTANGY RIVER ROAD REAR AGREEMENT

Energy Pulse Agreement

No isolation relay required - For low current & low voltage circuits only!

This agreement entered into this 29th day of April, 2013 by and between Delaware County Commissioners (Customer) and Ohio Power Company (Company).

The Company agrees to furnish as part of its metering facilities in its metering cabinet as an additional service, located at **10435 Olentangy River Rd Rear, Powell, Oh, 43065** energy pulses. Energy pulses shall mean pulse output from the customer's billing meter only. Services furnished will be provided under the following conditions:

1. The customer's load management equipment shall not have a voltage across Company's contact exceeding 120 VAC or 170 VDC and the current draw shall be less than 0.05 amps. If these ratings are not known, the Company's standard pulse option should be used.
2. Company shall provide and install the necessary pulse output board in the billing meter and provide approximately 2 feet of cable exiting the meter compartment for the customer to make the required connections. The customer is responsible for fusing the circuit outside the meter compartment to insure that the 0.05 amp current limit will not be exceeded. This is subject to inspection and acceptance by the company. Customer agrees to pay \$ 147.00 for all labor, equipment, material, and installation expense associated with the initial installation.
3. Customer shall install and maintain, at its own expense, the conductors from the meter cable termination to the load management device. Customer shall supply power to operate the load control device. Energy, reactive energy, and/or end of interval pulse values provided will be those in use by Company in its billing meter equipment and can be changed by Company. Therefore, the Customer's equipment should be capable of adjustment or calibration to account for such changes.
4. If the output board installed in the billing meter or the billing meter itself is damaged due to an over voltage or over current condition from the customer's equipment, the customer will be responsible for the repair or replacement of the meter. If the meter has been damaged by the customer, the Company will require the customer to install an isolation relay(s) and the customer will pay the cost of material and labor.
5. The integrity and accuracy of Company's billing meter equipment must be maintained. Company shall have the right to interrupt the energy, reactive energy, and/or end of interval pulse circuits to perform any tests or maintenance it determines necessary or desirable on its billing meter or related equipment. Further, this contract and Company's obligation to provide energy, reactive energy, and/or end of interval pulses, can be canceled by either party at any time upon 90 days notice.
6. Customer assumes all risks that these services may affect the operation of its equipment and Company shall have no liability in such event. Also, Company shall be under no obligation to adjust Customer's billing demand or demand charges due to any failure of the services provided hereunder, or due to the failure of Customer's load management system to limit the actual demand, or due to any failure, for

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whatever reason, to provide the energy, reactive energy, and/or end of interval pulses under this agreement.

Neither Company or its affiliated companies shall be liable, whether arising out of contract, tort (including negligence), strict liability, or for any other cause or form of action whatsoever, for loss of anticipated profits or savings, loss by reason of plant or other facility shutdown, non-operation or increased expense of operation service interruption, cost of purchased or replacement power, claims of Customer's customers or others, cost of money, loss of use of capital or revenue or any damages associated with Customer's use or intended use or inability to use the information and services provided for under this agreement or for any special, incidental or consequential loss or damage or any nature, whether similar to those mentioned above, arising at any time or from any cause whatsoever. The total liability of Company and its affiliated companies arising from any form or case of action shall not exceed the contract price for the contract services upon which such liability is based.

- 7. Customer agrees to be financially responsible for all maintenance of the installed facilities and to reimburse Company on a time and material basis for any maintenance costs incurred within 30 days of receipt of invoice for such services.

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mr. Stapleton Aye

RESOLUTION NO. 13-443

IN THE MATTER OF CERTIFICATION OF DELINQUENT ACCOUNTS TO THE COUNTY AUDITOR FOR ACCOUNTS TO BE ASSESSED TO PAYABLE YEAR 2014 TAXES:

It was moved by Mr. Stapleton, seconded by Mr. Merrell to certify to the County Auditor the delinquent accounts for placement on the tax duplicate.

Whereas, the County owns and operates a Sewer District as authorized by Ohio Revised Code (ORC) 6117, and

Whereas, ORC 6117.02 authorizes the County to set rates and charges for the sanitary services provided by the Sewer District, and

Whereas, when any of the sanitary rates or charges are not paid when due, the board may certify the unpaid rates or charges, together with any penalties, to the County Auditor, who shall place them upon the real property tax list and duplicate against the property served by the connection, and

Whereas, staff has determined that there are unpaid rates and charges that need to be collected, and

Whereas, staff recommends collection of the unpaid rates and charges by certifying these delinquent accounts to the County Auditor.

Therefore be it resolved that the Board of County Commissioners certify the delinquent accounts in the amount of \$158,508.38 to the County Auditor for 2014 real property tax list and duplicate.

(Itemized listing of delinquent accounts available for review at the Commissioners' Office until no longer of administrative value).

**2014 Sewer Tax Assessments
To be certified by the Board of Commissioners on 4/29/13**

Breakdown of Assessments by Treatment Plant:

66211903 – OECC	\$55,573.52
66211904 – Alum Creek	\$92,939.58
66211906 – Tartan Fields	\$1,689.47
66211907 – Scioto Reserve	\$6,546.22
66211908 – Bent Tree	\$723.24
66211909 – Hoover Woods	\$132.30
66211910 – Scioto Hills	\$904.05
66211911 - Northstar	\$0.00
Total Assessments	\$158,508.38

Vote on Motion Mr. Merrell Aye Mr. Stapleton Aye Mr. O'Brien Aye

RESOLUTION NO. 13-444

IN THE MATTER OF APPROVING THE SANITARY SEWER CONSTRUCTION PLANS FOR BCP COLUMBUS:

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It was moved by Mr. Stapleton, seconded by Mr. Merrell to approve the following sanitary sewer construction plans for BCP Columbus for submittal to the Ohio EPA for their approval.

Whereas, the Director of Environmental Services recommends sanitary sewer plans for BCP Columbus for submittal to the Ohio EPA for their approval.

Therefore be it resolved, that the Board of Commissioners approves sanitary sewer plans for BCP Columbus for submittal to the Ohio EPA for their approval.

Vote on Motion Mr. Stapleton Aye Mr. Merrell Aye Mr. O'Brien Aye

RESOLUTION NO. 13-445

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER'S AGREEMENTS FOR BCP COLUMBUS AND ALUM CROSSING SECTION2, PHASE B, PART 1:

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

Whereas, the Director of Environmental Services recommends approval of the Sanitary Subdivider's agreements for BCP Columbus and Alum Crossing Section2, Phase B, Part 1:

Therefore, Be It Resolved the Board of Commissioners approve the Sanitary Subdivider's agreements for BCP Columbus and Alum Crossing Section2, Phase B, Part 1 .

BCP Columbus

**SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER**

THIS AGREEMENT executed on this 29th day of April 2013, by and between BCP COLUMBUS, LLC herein after called "SUBDIVIDER", and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio, as evidenced by the ORANGEPOINT COMMERCE PARK SUBDIVISION LOT 2955 DIVISION 1 Subdivision Plat filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, is governed by the following considerations and conditions, to wit:

There are 5.21 single family residential equivalent connections approved with this AGREEMENT. Capacity shall be reserved for one year from the date of this AGREEMENT, unless the COUNTY COMMISSIONERS grant an extension in writing. Capacity is not guaranteed until the final Subdivision Plat is recorded. If the final Subdivision Plat is not recorded prior to expiration of the reservation deadline as set forth herein, the SUBDIVIDER agrees and acknowledges that capacity shall not be guaranteed.

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 for Sanitary Sewer Improvement Plans for BCP Columbus, all of which are a part of this AGREEMENT. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

OPTIONS:

- (1) Should SUBDIVIDER elect to record the plat prior to beginning construction, SUBDIVIDER shall execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$32,433.75) 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.
- (2) Should SUBDIVIDER elect to proceed with construction prior to recording the plat, no approved financial warranties are necessary until such time as SUBDIVIDER elects to record the plat. At that time, the SUBDIVIDER shall execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction remaining to be completed as determined by the SANITARY ENGINEER.

The SUBDIVIDER hereby elects to use Option 1 for this project.

The SUBDIVIDER shall indemnify and save harmless the County, Townships and/or Villages and all of their officials, employees and 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 action, or omissions of the SUBDIVIDER, and any of its contractors or sub-contractors, or from any material, method or explosive used in said work or by or on account of any accident caused by negligence or any other act or omission of SUBDIVIDER, and any of its contractors or the contractors' agents or employees.

All public improvement construction shall be performed within one (1) year from the date of the approval of this AGREEMENT by the COUNTY COMMISSIONERS, but extension of time may be granted if approved by the COUNTY COMMISSIONERS.

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The SUBDIVIDER shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading the plans and specifications and shall have 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, the representative's 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.

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.

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall pay the DELAWARE COUNTY SANITARY ENGINEER three and one-half percent (3½%) of the estimated construction cost of the IMPROVEMENTS for plan review (\$1,135.18). The SUBDIVIDER shall also deposit with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$3,000.00 estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his or her sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his or her employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund has been depleted to a level of \$600.00 or less, as a result of charges against the same at the rate of:

INSPECTOR \$75.00 per hour
CAMERA TRUCK \$150.00 per hour

for time spent by said SANITARY ENGINEER or his or her staff, the SUBDIVIDER shall make an additional deposit of \$600.00 to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.75 per foot of sewer which will be deducted to cover re-inspection.

The SUBDIVIDER, for a period of five (5) years after acceptance of the IMPROVEMENTS by the COUNTY, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a part of the IMPROVEMENTS shall be the same as new equipment warranties and shall be assigned to the COUNTY upon acceptance of the IMPROVEMENTS.

The SUBDIVIDER shall provide to the COUNTY all necessary easements or rights-of-way required to complete the IMPROVEMENTS, all of which shall be obtained at the expense of the SUBDIVIDER. All public sanitary sewers and private laterals to offsite properties shall have a recorded permanent, exclusive sanitary easement on file at the Delaware County Recorder's Office, the language of which shall be approved by the DELAWARE COUNTY SANITARY ENGINEER. The dimensions of all easements shall be as shown on the approved engineering drawings.

The COUNTY shall, upon certification in writing from the DELAWARE COUNTY SANITARY ENGINEER that all construction is complete according to the plans and specifications, by Resolution accept the IMPROVEMENTS described herein and accept and assume operations and maintenance of the same.

After said acceptance, the capacity charge shall be paid by the applicant upon request to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect to the sanitary sewer.

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to DELAWARE COUNTY as required:

- (1) "as built" drawings of the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible MYLAR (full size), two paper copies (one full size & one 11"x17"), and a Compact Diskette with the plans in DWG format & PDF format.
- (2) An excel spreadsheet, from a template as provided by the DELAWARE COUNTY SANITARY ENGINEER, shall accompany the plan submittal showing the locations of the manholes in Ohio State Plane North Coordinates NAD 1983 (NAVD 1988 datum) and other miscellaneous project data.
- (3) an itemized statement showing the cost of IMPROVEMENTS
- (4) an Affidavit or waiver of lien from all Contractors associated with the project 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 materials incident to said construction of the IMPROVEMENTS.

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- (5) documentation showing the required sanitary sewer easements

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the DELAWARE COUNTY SANITARY ENGINEER a five (5) year maintenance Bond, or other approved financial warranties, equal to ten percent (10%) of the construction cost.

The SUBDIVIDER shall during the construction and maintenance periods, comply with all rules and regulations and conform to all procedures established by the COUNTY regarding submission of shop drawings, construction schedules, operation of facilities and other matters incident hereto.

The SUBDIVIDER shall obtain all other necessary utility services incident to the construction of said 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.

IN CONSIDERATION WHEREOF, the DELAWARE COUNTY BOARD OF COMMISSIONERS hereby grants the SUBDIVIDER or its agent the right and privilege to make the IMPROVEMENTS stipulated herein and as shown on the approved plans.

Alum Crossing Section2, Phase B, Part 1

**SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER**

THIS AGREEMENT executed on this 29th day of April 2013, by and between ROCKFORD HOMES, INC. herein after called "SUBDIVIDER", and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio, as evidenced by the ALUM CROSSING SECTION 2, PHASE B, PART 1 Subdivision Plat filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, is governed by the following considerations and conditions, to wit:

There are 11 single family residential equivalent connections approved with this AGREEMENT. Capacity shall be reserved for one year from the date of this AGREEMENT, unless the COUNTY COMMISSIONERS grant an extension in writing. Capacity is not guaranteed until the final Subdivision Plat is recorded. If the final Subdivision Plat is not recorded prior to expiration of the reservation deadline as set forth herein, the SUBDIVIDER agrees and acknowledges that capacity shall not be guaranteed.

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 for Alum Crossings Section 2, Phase B, Part 1, all of which are a part of this AGREEMENT. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

OPTIONS:

- (1) Should SUBDIVIDER elect to record the plat prior to beginning construction, SUBDIVIDER shall execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$25,868.40) 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.
- (2) Should SUBDIVIDER elect to proceed with construction prior to recording the plat, no approved financial warranties are necessary until such time as SUBDIVIDER elects to record the plat. At that time, the SUBDIVIDER shall execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction remaining to be completed as determined by the SANITARY ENGINEER.

The SUBDIVIDER hereby elects to use Option 2 for this project.

The SUBDIVIDER shall indemnify and save harmless the County, Townships and/or Villages and all of their officials, employees and 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 action, or omissions of the SUBDIVIDER, and any of its contractors or sub-contractors, or from any material, method or explosive used in said work or by or on account of any accident caused by negligence or any other act or omission of SUBDIVIDER, and any of its contractors or the contractors' agents or employees.

All public improvement construction shall be performed within one (1) year from the date of the approval of this AGREEMENT by the COUNTY COMMISSIONERS, but extension of time may be granted if approved 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 the plans and specifications and shall have authority to execute the plans and specifications and alterations required by the COUNTY. The representative shall be

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replaced by the SUBDIVIDER, when in the opinion of the COUNTY, the representative's 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.

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.

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall pay the DELAWARE COUNTY SANITARY ENGINEER three and one-half percent (3½%) of the estimated construction cost of the IMPROVEMENTS for plan review (\$905.40). The SUBDIVIDER shall also deposit with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$2,070.00 estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his or her sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his or her employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund has been depleted to a level of \$600.00 or less, as a result of charges against the same at the rate of:

INSPECTOR \$75.00 per hour
CAMERA TRUCK \$150.00 per hour

for time spent by said SANITARY ENGINEER or his or her staff, the SUBDIVIDER shall make an additional deposit of \$600.00 to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.75 per foot of sewer which will be deducted to cover re-inspection.

The SUBDIVIDER, for a period of five (5) years after acceptance of the IMPROVEMENTS by the COUNTY, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a part of the IMPROVEMENTS shall be the same as new equipment warranties and shall be assigned to the COUNTY upon acceptance of the IMPROVEMENTS.

The SUBDIVIDER shall provide to the COUNTY all necessary easements or rights-of-way required to complete the IMPROVEMENTS, all of which shall be obtained at the expense of the SUBDIVIDER. All public sanitary sewers and private laterals to offsite properties shall have a recorded permanent, exclusive sanitary easement on file at the Delaware County Recorder's Office, the language of which shall be approved by the DELAWARE COUNTY SANITARY ENGINEER. The dimensions of all easements shall be as shown on the approved engineering drawings.

The COUNTY shall, upon certification in writing from the DELAWARE COUNTY SANITARY ENGINEER that all construction is complete according to the plans and specifications, by Resolution accept the IMPROVEMENTS described herein and accept and assume operations and maintenance of the same.

After said acceptance, the capacity charge shall be paid by the applicant upon request to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect to the sanitary sewer.

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to DELAWARE COUNTY as required:

- (1) "as built" drawings of the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible MYLAR (full size), two paper copies (one full size & one 11"x17"), and a Compact Diskette with the plans in DWG format & PDF format.
- (2) An excel spreadsheet, from a template as provided by the DELAWARE COUNTY SANITARY ENGINEER, shall accompany the plan submittal showing the locations of the manholes in Ohio State Plane North Coordinates NAD 1983 (NAVD 1988 datum) and other miscellaneous project data.
- (3) an itemized statement showing the cost of IMPROVEMENTS
- (4) an Affidavit or waiver of lien from all Contractors associated with the project 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 materials incident to said construction of the IMPROVEMENTS.
- (5) documentation showing the required sanitary sewer easements

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The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the DELAWARE COUNTY SANITARY ENGINEER a five (5) year maintenance Bond, or other approved financial warranties, equal to ten percent (10%) of the construction cost.

The SUBDIVIDER shall during the construction and maintenance periods, comply with all rules and regulations and conform to all procedures established by the COUNTY regarding submission of shop drawings, construction schedules, operation of facilities and other matters incident hereto.

The SUBDIVIDER shall obtain all other necessary utility services incident to the construction of said 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.

IN CONSIDERATION WHEREOF, the DELAWARE COUNTY BOARD OF COMMISSIONERS hereby grants the SUBDIVIDER or its agent the right and privilege to make the IMPROVEMENTS stipulated herein and as shown on the approved plans.

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mr. Stapleton Aye

RESOLUTION NO. 13-446

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND M ZIMMERMAN FOR THE QUAIL MEADOWS FORCE MAIN REPLACEMENT PROJECT:

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

Whereas, the Director of Environmental Services recommends the agreement with M Zimmerman for the Quail Meadows Force Main Replacement Project for the Regional Sewer District;

Therefore be it resolved, that the Board of Commissioners approve the following agreement with M Zimmerman for the Quail Meadows Force Main Replacement Project for the Regional Sewer District.

**CONTRACT FOR
QUAIL MEADOWS FORCE MAIN REPLACEMENT**

THIS AGREEMENT is by and between The Delaware County Board of County Commissioners, Delaware, Ohio, (herein referred to as Owner) and M Zimmerman (herein referred to as Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:
Quail Meadows Force Main Replacement

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents is generally described as follows:
Adding new 6” force main parallel to the existing 4” force main.

ARTICLE 3 - ENGINEER

3.01 The Project has been specified by Delaware County Division of Environmental Service, who is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment; Extensions

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- A. The Work will be substantially completed within 60 calendar days after contract commencement, and completed and ready for final payment by within 120 calendar days after contract commencement.
- B. Reasonable extensions to the deadlines provided for in Paragraph 4.02.A shall be permitted as follows:
 - 1. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay, provided Contractor makes a written Claim to Owner for said extension. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work, fires, floods, epidemics, abnormal weather conditions, or acts of God.
 - 2. Contractor shall not be entitled to an extension for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Paragraph 4.02.B. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$N/A for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$N/A for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

4.04 Termination

- A. The Owner may, at any time, terminate this Contract without cause. Termination pursuant to this Paragraph shall take effect immediately upon receipt of the notice of termination by either party. Such a termination does not bar either party from pursuing a claim for damages for breach of this Contract. In the event of termination, Contractor shall be compensated for all work completed prior to the effective date of termination.
- B. If either party fails to substantially perform in accordance with the provisions of this Contract, the other party shall notify the party failing to perform in writing of the substantial failure of performance. Such written notice shall specifically state the nature of the substantial failure(s) of performance. If the party receiving such notice fails to correct the indicated substantial failure(s) of performance within ten (10) days of receiving such notice, this Contract may be terminated, for cause. Upon such termination, the parties shall be entitled to all such rights and remedies as the law may allow.
- C. Termination of this Contract, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined below:

- A. For all Work other than Unit Price Work, a Lump Sum of:

Forty Thousand Four Hundred Ninety Dollars	\$40,490.00
<hr style="width: 80%; margin: 0 auto;"/>	
(words)	(numerals)

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application for Payment and accompanied by such supporting documentation exhibiting the Work completed as of the date of the Application for Payment. Applications for Payment will be processed by Engineer. The Engineer shall make a recommendation to Owner for payment upon approval of the Application for Payment.

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6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment no later than 30 days after receipt of an approved application of payment by the Contractor. Engineer shall provide comments and or corrections on the subject pay application no later 10 days after receipt of application. Owner shall pay application for payment within 30 days of receipt of an approved pay application by the Engineer. All such payments will be measured by the Owner as percent complete of the total scope of work.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages:
 - a. 92 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Owner, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage; and
 - b. 92 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 92 percent of the Work completed, less such amounts as Owner shall determine and less 50 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work, the Owner shall pay the remainder of the Contract Price.

6.04 Interest

- A. All monies not paid when due as provided shall bear interest at the rate of one percent (1.0%) per annum.

ARTICLE 7 – LIABILITY

7.01 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Article 7 shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Article 7 shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:
1. the preparation or approval of, or the failure to prepare or approve, maps, drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

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2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.02 Insurance

- A. General Liability Coverage: Contractor shall maintain commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence with an annual aggregate of not less than \$2,000,000, including coverage for subcontractors, if any.
- B. Automobile Liability Coverage: Contractor shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles.
- C. Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio.
- D. Proof of Insurance: Prior to the commencement of any work under this Agreement, Contractor shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of work under this Agreement.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents, and safety precautions and programs incident thereto.
- E. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
1. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Work Change Directive(s).

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- b. Change Order(s).
- c. Certificate of Substantial Completion
- d. Contractor's Application for Payment
- 2. This Agreement (pages 1 to 10, inclusive).
- 3. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Estimate, "Exhibit A".
 - b. Piping Plan, "Exhibit B"
 - c. Non-Collusion Affidavit
 - d. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
 - e. Personal Property & Real Estate Tax Affidavit
 - f. Non-Discrimination and Equal Employment Opportunity Affidavit
 - g. Certification / Affidavit in Compliance with O.R.C. Section 3517.13
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. This Agreement, along with the Contract Documents, shall constitute the entire understanding and agreement between the Owner and the Contractor, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended as provided in this Agreement.
- D. In the event of a conflict between the Contract Documents, the documents shall have precedence according to the order listed in Paragraph 9.01.A of this Agreement, document number one having precedence, and so on.
- E. There are no Contract Documents other than those listed above in this Article 9.
- F. The Contract Documents may only be amended, modified, or supplemented as follows:
 - 1. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
 - 2. The requirements of the Contract Documents may be supplemented and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
 - a. A Field Order;
 - b. Engineer's approval of a Shop Drawing or Sample; or
 - c. Engineer's written interpretation or clarification.

ARTICLE 10 - MISCELLANEOUS

10.01 Definition of Terms

- A. Undefined Terms used in this Agreement shall have their common and ordinary meanings, subject to any specific meanings attributed to trade usage.
- B. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
 - 1. *Agreement* - The written instrument, which is evidence of the agreement between Owner and Contractor covering the Work.

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2. *Application for Payment* - The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
3. *Change Order* - A document recommended by Engineer, which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
4. *Claim* - A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
5. *Contract* - The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
6. *Contract Documents* - Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
7. *Contract Price* - The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement.
8. *Contract Times* - The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment.
9. *Field Order* - A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
10. *Specifications* - That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
11. *Substantial Completion* - The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer or Owner, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
12. *Work* - The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

10.02 Assignment of Contract

No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

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10.05 Survival of Obligations

All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

10.06 Independent Contractor

Contractor agrees 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 Contract. Contractor also agrees that, as an independent contractor, 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.

The County is a public employer as defined in R.C. § 145.01(D). The County has classified 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 Contractor for services and/or deliverables rendered and/or received under or pursuant to this Agreement. Contractor 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. In support of being so informed and pursuant to R.C. § 145.038, Contractor agrees to and shall complete an OPERS Independent Contractor Acknowledgement Form (“Form”). The Form is attached hereto and by this reference is incorporated as a part of this Agreement. The County shall retain the completed Form and immediately transmit a copy of it to OPERS.

10.07 Governing Law

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

10.08 No Waiver

No waiver of breach of any provision of this Contract shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Contract or any other provision hereof. No term or provision of this Contract shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and 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.

10.09 Findings for Recovery

Contractor certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

10.10 Homeland Security

N/A

10.11 Campaign Finance – Compliance with O.R.C. § 3517.13

Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Contractor/Provider, therefore, is required to complete the attached certificate/affidavit entitled “Certification/Affidavit in Compliance With O.R.C. Section 3517.13.” Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract. Such certification is attached to this Contract and by this reference made a part thereof.

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10.12 Use of Facility during Construction

Contractor understands that the pump station must continue to operate throughout the duration of this Contract. Contractor shall coordinate Work with Owner, other contractors and facility operator to prevent disruption to the function of the facility during normal business hours.

10.13 Contractor agrees to the following:

- A. That, in the hiring of employees for the performance of work under the contract or any subcontract, Contractor, any subcontractor, or any person acting on Contractor's or subcontractor's behalf, by reason of race, creed, sex, disability as defined in section 4112.01 of the Revised Code, or color, shall not discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment relates;
- B. That Contractor, any subcontractor, or any person on Contractor's or subcontractor's behalf, shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work under the contract on account of race, creed, sex, disability as defined in section 4112.01 of the Revised Code, or color.
- C. That there shall be deducted from the amount payable to the Contractor by the Owner, under this contract, a forfeiture of twenty-five dollars for each person who is discriminated against or intimidated in violation of this contract;
- D. That the contract shall be canceled or terminated by the Owner, and all money to become due hereunder may be forfeited, for a second or subsequent violation of the terms of this section of the contract.

10.14 Headings

Article and paragraph headings in this Agreement are inserted for convenience only and shall not affect the construction or interpretation of any of its provisions. This Contract shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

Vote on Motion Mr. Merrell Aye Mr. O'Brien Aye Mr. Stapleton Aye

RESOLUTION NO. 13-446A

**IN THE MATTER OF APPROVING THE CONTRACT AND PURCHASE ORDER # R1303753
BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE
COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND CONTINENTAL OFFICE
ENVIRONMENTS FOR FURNITURE FOR THE ONE STOP MOVE TO THE HAYES BUILDING:**

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

Whereas, the Director of Jobs & Family Services recommends approval of the following contract;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contract with for furniture the One Stop move to the Hayes Building:



REVISED Proposal
Columbus
2601 Silver Dr
Columbus, OH 43211
Phone: 614-262-5010

Quote/Order No.	67965
Date	04/22/2013
Customer PO No	
Customer Account	QUOTE
Sales Associate	Kim Bodrick
Project Number	
Page	1 of 11

T Department of Job and Family Services
O 140 N Sandusky Street
2nd Floor
Delaware, OH 43015

ATTN: Steve Ehrle 740548-7313 EXT 2300

S Department of Job and Family Services
H 140 N Sandusky Street
I 2nd Floor
P Delaware, OH 43015
T
O ATTN: Steve Ehrle 740548-7313 EXT 2300

Prepared for : Kim Bodrick

Delaware County Job and Family Services- WIA workstations and Employment Center panels. Installation to be conducted during regular business hours, M-F 8-5, one trip.

Furniture Finishes to be selected. Prices reflect the grade1 finishes.

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Continental Office Environments ("COE"), an Ohio corporation, headquartered at 2601 Silver Drive, Columbus, OH 43211 and QUOTE ONLY, with principal offices at Department of Job and Family Services, 140 N Sandusky Street, 2nd Floor, Delaware OH 43015 and its affiliates, subsidiaries and/or members (collectively "Client"), have entered into this Workplace Solutions Agreement ("Agreement") on 04/22/2013 ("Effective Date"). In consideration of the following, the parties agree as follows:

1. Pricing: Pricing of \$33565.76 is based on the proposal or quote ("proposal") 04/22/2013. Pricing is valid for 30 days from date of quote. This Agreement is not binding on COE until Client's credit has been approved by COE.
2. Purchase Orders: If a purchase order number is required for payment, it must be provided to COE at the time of order placement. By issuing a purchase order, Client approves the selection, color, finish, and fabric choices appearing in the proposal.
3. Delivery and Installation: Delivery and installation is included in the purchase price as indicated in the proposal. Installation, unless otherwise agreed to by Client and COE and highlighted in proposal, will take place during regular business hours (Monday-Friday, 8:00 am – 5 pm). The Client may request partial delivery when placing the order, and agrees to pay for the products and additional handling/delivery charges as product is received. Client will provide at no charge, clean, clear un-loading and staging areas, use of elevators or lifts and trash facilities. If double handling occurs due to delay in construction or site readiness and accessibility, the Client is responsible for additional labor and storage fees at current COE rates.
4. Design/Space Planning: COE provides design, space planning, and furniture inventory services. A budget proposal will be provided for Client approval if design services are requested prior to any work being performed. All designs, plans, drawings, specifications, samples, and the contents therein regarding this sale shall remain the property of COE, and may not be used, reproduced or distributed, in whole or in part until the payment is received in full at COE, or without the express written permission of COE. COE provides the initial design layout and up to two (2) revisions free of charge per order. If additional design revisions are required, COE will provide a not to exceed estimate, based on the revised scope of work for client's approval.
5. Change Orders: After order placement, if changes are required COE will utilize a standard format for all additional design, service, installation, and delivery beyond the original scope of work. Current COE rates shall apply. Any additional work, not part of the original quote, requires a Client signed change order prior to any work being performed.
6. Cancellations and Changes: Any change or cancellation after order entry can only be made with the approval of COE. If such changes or modifications result in any products not being used, they may only be returned to COE at its option and will be subject to a restocking charge of 30% of the invoice price. Changes could result in additional charges (i.e. weekday to weekend). Cancellations of project may result in charges of COE's involvement to the time of the cancellation.
7. Acceptance: Within a reasonable time after delivery and/or installation of the product, authorized representatives of COE and the Client shall inspect the product for conformity with the order and for defects and/or damages, and shall note all such mutually agreed upon items on a Delivery and/or Installation "Punchlist Report". Upon completion of the inspection, the representatives of COE and the Client shall sign a Delivery and/or Punchlist Report, which shall constitute the Client acceptance of the products as received and installed, subject to the contents of the Delivery or Punchlist Report.
8. Shipping and/or Installation Damage: Products that are damaged or have other quality related issues will be repaired and/or serviced to meet manufacturers' quality standards.
9. Drop Ship: When product is received at Customer's location, Customer accepts responsibility for inspecting and noting freight damage on bill of lading and filing freight claim(s) with the carrier. If freight damage is concealed, customer will notify COE within 72 hours of receiving product. Payment of invoices shall not be withheld due to concealed or apparent damage.
10. Retainage: Client is permitted to hold as retainage an amount equal to the value of damaged, mis-specified, or mis-shipped products.
11. Insurance and Security: The Client is responsible for any loss or damage to furniture or office systems delivered by Continental Office Environments to the Client site having been caused by weather, theft, fire or other trades and personnel.
12. Storage and Handling: If, due to construction delays, furniture must be received at our warehouse and is held for more than 14 days, the Client will be subject to a storage fee at current COE rates and will be billed on monthly basis. Prior to incurring any costs, current rates will be provided for Client's approval.
13. Sales Tax: Tax is not included in the Proposal, unless otherwise indicated. COE may charge, and the Client will be responsible for any sales tax, excise tax, or any other tax, fee or charge imposed by any governmental authority, which COE may be required to pay or collect by law in connection with this sale. Any such tax or other charges will be added to the price at the time of invoicing and the Client shall pay the tax unless Client provides a Certificate of Tax Exemption to COE prior to the estimated shipping date. The sales tax or other charges to be invoiced will be based on ship-to-location and the sales tax rate in effect at time of shipment. The Client will be responsible for filing appropriate use tax when sales, use or other applicable taxes have not been applied to the invoice.
14. Payment Terms: Upon delivery of the product we will invoice for the balance of the order. Payments are due net 30 from the invoice date. Credit cards are not accepted.
15. Powered Panels: Prior to the installation of powered panels, Client assumes responsibility for hardware hook-up from building electrical source by licensed electrician.
16. Limited Liability: COE makes no warranties, expressed or implied, as to merchantability or as to the suitability of the merchandise for any particular purpose, except to those made by the manufacturer of the products. COE will pass through all manufactures' warranties to the Client. COE will assist in coordinating the repair or replacement of the product by the manufacturer. If warranty has expired, COE will perform service work at current COE rates.
17. Product Waiver: Should an elevation and/or floor plan require modification to new or re-use of previously modified manufacturer product, manufacturer cannot warranty any failure to the modified product and cannot warranty any components installed on modified products. Modifications include, but are not limited to: cut-to-fit panels and work surfaces, cutting of wall strips, connectors, and any other product represented by COE. COE will not be held liable for any property damage and / or personal injury of any kind attributed to product modification(s) or failure to meet wall strip and T-connector installation guidelines based on Gypsum Construction Handbook from the United States Gypsum Co. fort wall construction definition.
18. Limitation of Liability: COE shall not be liable for any consequential, incidental, special or exemplary damages rising out of or connected with the sale, delivery, use or performance of the product. In no event shall COE's liability (whether in contract, tort or otherwise) for damages arising out of, or relating to a breach of the above express warranty the sales, delivery, installation, use or performance of the product exceed the purchase price of the product.
19. Force Majeure: COE shall not be liable for failure to perform if such failure results directly or indirectly from its inability to obtain materials, parts or supplies at reasonable prices or through usual and regular sources or on a timely basis, interruption of transportation, government regulation, labor disputes, strikes, riots, insurrection, civil commotion, fire, flood, accident, storm, or act of God, or other abuse beyond COE's control.
20. Term: Agreement will remain in effect until cancelled in writing by either party.
21. Entire Agreement; Controlling Law: This agreement constitutes the entire agreement between the parties. Client is relying solely upon the terms of this agreement, and not upon any oral or written statements, whether of COE, its officers, employees or agents, of any manufacturer, or any other person whatsoever on entering into this agreement. This agreement shall be interpreted and enforced under the laws of the State of Ohio.

Vote on Motion Mr. Stapleton Aye Mr. O'Brien Aye Mr. Merrell Aye

RESOLUTION NO. 13-447

10:00 AM - IN THE MATTER OF OPENING PUBLIC HEARING # 1 FOR DELAWARE COUNTY'S FY

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2013 COMMUNITY DEVELOPMENT BLOCK GRANTS:

It was moved by Mr. Merrell, seconded by Mr. Stapleton to open the hearing

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mr. Stapleton Aye

RESOLUTION NO. 13-448

**IN THE MATTER OF CLOSING PUBLIC HEARING # 1 FOR DELAWARE COUNTY’S FY 2013
COMMUNITY DEVELOPMENT BLOCK GRANTS:**

It was moved by Mr. Stapleton, seconded by Mr. Merrell to close the hearing.

Vote on Motion Mr. Merrell Aye Mr. Stapleton Aye Mr. O'Brien Aye

RESOLUTION NO. 13-449

IN THE MATTER OF ADOPTING THE DELAWARE COUNTY PERSONNEL POLICY MANUAL:

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

Whereas, Delaware County has incorporated and/or revised management practices, procedures, and policies to appropriately manage federal, state, and civil service laws and regulations and to administer and set employment standards, and provide for the general management of employees, based upon best practices recommended by the County Risk Sharing Authority, and

Whereas, The Delaware County Personnel Policy Manual encompasses general employment practices, procedures, and guidelines for employees and managers in the day-to-day direction and performance of their duties;

Whereas, The Delaware County Personnel Manual supersedes the Delaware County Employee Handbook effective January 1, 2006 and all previous written or unwritten personnel policies or operational guidelines that directly conflict with this Manual, and

Whereas, All previous written personnel policies or operational guidelines that do not conflict with this Manual shall continue in full force and effect, and

Whereas, Should a direct conflict exist between this Manual and a Collective Bargaining Agreement, the Bargaining Agreement shall prevail, and

Whereas, Employees are responsible, as a condition of employment, to familiarize themselves with, and abide by, these policies and procedures, and

Therefore be it resolved, by the Board of Commissioners of Delaware County, State of Ohio, that the Delaware County Personnel Policy Manual be adopted to meet new legal requirements, changes in specific practices, procedures, and policies, that assist in the proper management of and direction for the managers and employees of Delaware County.

DELAWARE COUNTY PERSONNEL POLICY MANUAL

**ADOPTED FROM 2013 BEST PRACTICES
COUNTY RISK SHARING AUTHORITY**

**THE COUNTY RISK SHARING AUTHORITY
209 EAST STATE STREET, COLUMBUS, OHIO 43215-4309**

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I. INTRODUCTION, APPLICABILITY AND ADMINISTRATION

The provisions of this Policy Manual are applicable to all County employees except as specifically provided herein. This Manual’s purpose is to provide a systematic and organized approach to the establishment, implementation, and administration of the personnel policies and practices relevant to all affected employees. This Manual is not a contract of employment or a guarantee of any rights or benefits, but is merely intended to be used to assist and guide employees in the day-to-day directions and performance of their duties. Any promises or statements made by any individual that conflicts with this Manual is unauthorized, expressly disallowed, and should not be relied upon. Any questions relating to the purpose, goals, and/or interpretation of these policies should be directed to the Human Resources department by calling (740) 833-2120.

The policies adopted in this Manual supersede all previous written and unwritten personnel policies or operational guidelines that directly conflict with this Manual. All previous written personnel policies or operational guidelines that do not conflict with this Manual shall continue in full force and effect. This Manual is also intended to be construed in such a manner as to comply with all applicable federal, state, and civil service laws and regulations. Employees are responsible, as a condition of their employment, to familiarize themselves with, and abide by, these policies and procedures.

The County will endeavor to give employees advance notice of any Manual changes. However, the County may revise these policies with or without advance notice. Notice of revisions shall be provided to all employees. Employees are encouraged to make suggestions for improvements in personnel policies and practices to the Director of Administrative Services by calling (740) 833-2120.

If any article or section of this Manual is held to be invalid by operation of law, the remainder of this Manual and amendments thereto shall remain in force and effect. Should a conflict arise between the Ohio Revised Code (O.R.C.) or applicable federal law and this manual, law shall prevail. Additionally, should a direct conflict exist between this Manual and a Collective Bargaining Agreement, the Bargaining Agreement shall prevail.

II. CLASSIFICATION STATUS

The classified service shall comprise all County employees not specifically included in the unclassified service. Following completion of the probationary period, no classified employees shall be reduced in pay or position, fined, suspended or removed, or have his or her longevity reduced or eliminated, except and for those reasons set forth in the civil service laws of the State of Ohio. Such reasons include: incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, violation of any policy or work rule of the County, any other failure of good behavior, any other acts of misfeasance, malfeasance or nonfeasance in office, or conviction of a felony, except for just cause.

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Unclassified employees serve at will or at the pleasure of the Appointing Authority and may be terminated or otherwise separated from employment for any reason not inconsistent with law. An unclassified employee may not be rendered classified due to the provisions of this Manual.

III. EQUAL EMPLOYMENT OPPORTUNITY

The County is an equal opportunity employer and does not discriminate on the basis of race, color, religion, sex, age, national origin, disability, military status, genetic testing, or other unlawful bias except when such a factor constitutes a bona fide occupational qualification ("BFOQ"). All personnel decisions and practices including, but not limited to, hiring, suspensions, terminations, layoffs, demotions, promotions, transfers, and evaluations, shall be made without regard to the above listed categories. The County intends for all of its policies to comply with federal and state equal employment opportunity principles and other related laws.

The County condemns and will not tolerate any conduct that intimidates, harasses, or otherwise discriminates against any employee or applicant for employment on the grounds listed above. Anyone who feels that their rights have been violated under this policy should submit a written complaint of discrimination to the department supervisor or office Director, Appointing Authority or Human Resources.

Please refer to the links below for additional information including reporting / investigation requirements:

<http://www.co.delaware.oh.us/hr/forms/policy/DiscriminationProhibited%201%2019%2012.pdf>

<http://www.co.delaware.oh.us/hr/forms/HarassComplaintForm.pdf>

IV. AMERICANS WITH DISABILITY ACT

The County prohibits discrimination in hiring, promotions, transfers, or any other benefit or privilege of employment, of any qualified individual with a permanent disability. To be considered a qualified individual, the employee must satisfy the requisite skills, experience, education and other job-related requirements of the position he or she holds or desires and must be able to perform the essential functions of his or her position, with or without a reasonable accommodation.

The County will provide reasonable accommodation to a qualified applicant or employee with a disability unless the accommodation would pose an undue hardship on or direct threat to the facility. Decisions as to whether an accommodation is necessary and/or reasonable shall be made on a case-by-case basis. An employee who wishes to request an accommodation shall direct such request to the department supervisor, office Director or Appointing Authority, each of whom shall have the authority and responsibility to work directly with Human Resources to investigate and take appropriate action concerning the complaint. Requests for accommodation should be in writing to avoid confusion; however, verbal requests will be considered. The employer and employee will meet and discuss whether an accommodation is appropriate and, if applicable, the type of accommodation to be given.

Any employee who feels that his or her rights have been violated under this policy should submit a written complaint as set forth in the Unlawful Discrimination and Harassment Policy.

V. UNLAWFUL DISCRIMINATION AND HARASSMENT

A. Policy.

The County is committed to providing a facility that is safe and free from unlawful discrimination and harassment. Unlawful discrimination or harassment is behavior directed toward an employee because of his or her membership in a protected class such as: race, color, religion, sex, national origin, age, ancestry, disability, genetic information, or military status. Unlawful discrimination and harassment is inappropriate and illegal and will not be tolerated. All forms of unlawful discrimination and harassment are governed by this policy and must be reported and addressed in accordance with this policy.

B. Definitions.

Unlawful discrimination occurs when individuals are treated less favorably in their employment because of their membership in a protected classification. An employer may not discriminate against an individual with respect to the terms and conditions of employment, such as promotions, raises, and other job opportunities, based upon that individual's membership in that protected class.

Harassment is a form of discrimination. Harassment may be generally defined as unwelcome conduct based upon a protected classification. However, harassment becomes unlawful where:

1. Enduring the offensive conduct becomes a condition of continued employment.
2. The conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

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C. Examples.

By way of example, sexual harassment is one type of unlawful harassment. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

1. Submission to the conduct is made either explicitly or implicitly a term or condition of an individual's employment.
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual.
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment. Harassment on the basis of an employee's membership in any protected classification (as set forth above) is unlawful, will not be tolerated, and must be reported.
4. Unlawful discrimination and harassment does not generally encompass conduct of a socially acceptable nature. However, some conduct that is appropriate in a social setting may be inappropriate in the work place. A victim's perceived acquiescence in the behavior does not negate the existence of unlawful discrimination or harassment. Inappropriate conduct that an employee perceives as being "welcome" by another employee may form the basis of a legitimate complaint.

D. Off Duty Conduct.

Unlawful discrimination or harassment that affects an individual's employment may extend beyond the confines of the workplace. Conduct that occurs off duty and off premises may also be subject to this policy.

E. Workplace Romances.

To avoid concerns of sexual harassment, preferential treatment and other inappropriate behavior, employees are required to inform their Director, Appointing Authority or Human Resources if they currently are, or if they intend to become, romantically involved with a co-worker. Such relationships are not necessarily prohibited, but must be appropriately addressed. Should the County determine that a conflict exists between an employee's employment and a personal relationship with a co-worker, the County will attempt to work with the employees to resolve the conflict. Should operational needs prevent resolution, the relationship must cease or one or both of the parties must separate from employment. Supervisors are expressly prohibited from engaging in romantic or sexual relationships with any employee they directly, or indirectly, supervise.

F. Complaint Procedure.

Employees who feel they have been subject to unlawful discrimination or harassment by a fellow employee, supervisor, or other individual otherwise affiliated with the County shall immediately report the conduct, in writing, to their Director, Appointing Authority or Human Resources, each of whom shall have the authority and responsibility to work directly with Human Resources to investigate and take appropriate action concerning the complaint. Similarly, employees who feel they have knowledge of discrimination or harassment, or who have questions or concerns regarding discrimination or harassment, shall immediately contact their Director, Appointing Authority or Human Resources. Late reporting of complaints and verbal reporting of complaints will not preclude the County from taking action. However, so that a thorough and accurate investigation may be conducted, employees are encouraged to submit complaints in writing and in an expedient manner following the harassing or offensive incident. All supervisors are required to follow up on all claims or concerns, whether written or verbal, regarding unlawful discrimination and harassment.

Although employees may confront the alleged harasser at their discretion, they are also required to submit a written report of any incidents as set forth above. When the County is notified of the alleged harassment, it will timely investigate the complaint. The investigation may include private interviews of the employee allegedly harassed, the employee committing the alleged harassment and any and all witnesses. Information will be kept as confidential as practicable, although confidentiality is not guaranteed. All employees are required to cooperate in any investigation. Determinations of harassment shall be made on a case-by-case basis. If the investigation reveals the complaint is valid, prompt attention and disciplinary action designed to stop the harassment and prevent its recurrence will be taken.

G. Retaliation.

Anti-discrimination laws prohibit retaliatory conduct against individuals who file a discrimination charge, testify, or participate in any way in an investigation, proceeding, or lawsuit under these laws, or who oppose employment practices that they reasonably believe discriminate against protected individuals, in violation of these laws. The law also prevents retaliatory conduct against individuals who are close personal friends or family members with an individual who engaged in protected conduct. The County and its supervisors and

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employees shall not in any way retaliate against an individual for filing a complaint, reporting harassment, participating in an investigation, or engaging in any other protected activity. Any employee who feels he has been subjected to retaliatory conduct as a result of actions taken under this policy, or as a result of his or her relationship with someone who took action under this policy shall report the conduct to their Director, Appointing Authority or Human Resources immediately. Disciplinary action for filing a false complaint is not a retaliatory act.

H. False Complaints.

Legitimate complaints made in good faith are strongly encouraged; however, false complaints or complaints made in bad faith will not be tolerated. Failure to prove unlawful discrimination or harassment will not constitute a false complaint without further evidence of bad faith. False complaints are considered to be a violation of this policy.

I. Corrective Action.

If the County determines unlawful discrimination, harassment, or retaliation has taken place, appropriate corrective action will be taken, up to and including termination. The corrective action will be designed to stop the unlawful conduct and prevent its reoccurrence. If appropriate, law enforcement agencies or other licensing bodies will be notified. Any individual exhibiting retaliatory or harassing behavior towards an employee who exercised a right under this policy, or who is a close personal friend or family member of someone who exercised a right under this policy, will be subject to discipline, as will any employee who has knowledge of unlawful conduct and allows that conduct to go unaddressed.

J. Coverage.

This policy covers all employees, supervisors, department heads and elected officials. Additionally, this policy covers all suppliers, subcontractors, residents, visitors, clients, volunteers and any other individual who enters County property, conducts business on County property, or who is served by County personnel.

Please refer to the links below for additional information including reporting / investigation requirements:

<http://www.co.delaware.oh.us/hr/forms/policy/DiscriminationProhibited%201%2019%2012.pdf>

<http://www.co.delaware.oh.us/hr/forms/HarassComplaintForm.pdf>

VI. MEDICAL EXAMINATIONS AND DISABILITY SEPARATION

- A.** The County may require an employee to take an examination, conducted by a licensed medical practitioner, to determine the employee's physical or mental capacity to perform the essential functions of his or her job, with or without reasonable accommodation. This examination shall be at the County's expense. If the employee disagrees with the County's licensed medical practitioner's determination, he may request to be examined by a second licensed medical practitioner of his or her choice at his or her own expense. If the reports of the two practitioners conflict, a third opinion shall be rendered by a neutral party chosen by the County and paid for by the County. The third opinion shall be controlling.
- B.** If an employee, after examination, is found to be unable to perform the essential functions of his or her position with or without reasonable accommodation, he may request use of accumulated, unused, paid and unpaid leave benefits, if applicable.

If a classified employee remains unable to perform the essential functions of his or her position after exhausting available leave, he may request a voluntary disability separation. If, after exhausting available leave, an employee refuses to request a voluntary disability separation, an Appointing Authority may place the employee on an involuntary disability separation if the Appointing Authority has substantial credible medical evidence to indicate that the employee remains disabled and incapable of performing the essential job duties. Such involuntary disability separation must be done in accordance with Ohio Administrative Code (O.A.C.) Chapter 123:1-30.

- C.** An employee's refusal to submit to an examination, to release the findings of an examination, or to otherwise cooperate in the examination process will be considered insubordination.

VII. DRUG AND ALCOHOL POLICY

A. Drug-Free Workplace.

Alcoholism and drug addiction are treatable diseases. Therefore, employees who believe that they may have an alcohol or drug addiction problem are encouraged to seek professional treatment and assistance. No employee who seeks such treatment or assistance prior to detection will have his job security, promotional opportunities, or other job conditions jeopardized by a request for treatment. The individual's right to

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confidentiality and privacy will be recognized in such cases. The County will reasonably accommodate a recovering employee's alcohol or drug addiction in accordance with federal and state law.

Treatment pursuant to this accommodation policy will not result in any special regulations, privileges, or exemptions from standard administrative procedures, practices, or policies including disciplinary action. The County may take disciplinary action for any violations of work rules, regardless of the effect of alcohol or drug abuse. Nothing in this policy shall be construed to condone or exonerate employees from their misconduct or poor performance resulting from a drug or alcohol problem.

The County maintains a drug and alcohol free workplace in order to eliminate the inherent risks and liability to the County, the affected employee, co-workers and the public. Employees are hereby notified that the manufacture, distribution, dispensing, possession, use or being under the influence of alcohol, drugs or other controlled substance is strictly prohibited during working hours at any location where employees are conducting County business. Employees may not consume alcohol, drugs or controlled substances while on paid or unpaid meal periods or breaks from their regularly assigned duties. Also prohibited is the illegal use of legal substances.

In order to further the County's objective of maintaining a safe, healthful, and drug-free workplace, the County may require an employee to submit to a urine and/or blood test if there is reasonable suspicion to believe that an employee is under the influence of a controlled substance or alcohol. Refusal to submit to a drug or alcohol test and/or to release the results of the same shall be considered insubordination and will be construed as a positive test result.

Employees are put on notice that an employee who is under the influence of drugs or alcohol may forfeit their right to obtain workers compensation benefits. The law establishes a rebuttable presumption that if an injured worker tests positive for the use of drugs or alcohol, the worker will have to prove the use of drugs or alcohol did not cause the accident. A refusal to test for the use of drugs or alcohol will also establish the presumption. Employees who are involved with a workplace accident may be required to undergo drug and/or alcohol testing in accordance with this policy.

B. Drug Policy.

1. Controlled Substance: Means any controlled substance contained in Schedules 1 through V of Section 202 of the Controlled Substance Act (21 U.S.C. § 812; or as defined in § 3719.01 O.R.C.).
2. Conviction: Means any finding of guilt, including a plea of *nolo contendere* (no contest) or the imposition of a sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.
3. Criminal Drug Statute: Means a criminal statute involving manufacture, distribution, dispensation, use, or possession of any controlled substance. For purposes of this policy all definitions will be consonant with O.R.C. § 3719.01 *et seq.*
4. The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance by any employee which takes place in whole or in part in the employer's work place is strictly prohibited and will result in criminal prosecution and employee discipline which may include termination from employment.
5. Any employee convicted of any Federal or State criminal drug statute must notify the employer of that fact within five (5) calendar days of the conviction.
6. Any employee who reports for duty in an altered or impaired condition which is the result of the illegal use of controlled substances and/or alcohol will be subject to disciplinary action up to and including removal. Any decision to take disciplinary action may be held in abeyance pending the completion by the employee of a drug rehabilitation program.
7. Any employee convicted of a drug or alcohol offense, who fails to timely report the conviction, may be terminated from employment and/or held civilly liable for any damage caused, including a loss of state or federal funds, resulting from the misconduct.

C. The Drug/Alcohol Testing Policy.

1. In order to maintain a safe and healthful work environment, the County reserves the right to set standards for employment and to require employees to submit to physical examinations including blood or urine tests for alcohol, illegal drugs, or the misuse of legal drugs where there is reasonable suspicion that an employee's work performance is, or could be, affected by the condition.
2. Where the County has a reasonable suspicion to believe that the employee is in violation of this policy, it may require the employee to go to a medical clinic, at the County's expense, to provide blood and/or urine specimens. Reasonable suspicion shall generally mean suspicion based on

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personal observation by a County representative, including descriptions of appearance, behavior, speech, breath, or inexplicable behavior.

3. If requested, the employee shall sign a consent form authorizing the clinic to withdraw a specimen of blood or urine and release the test results to the County. Refusal to sign a consent form or to provide a specimen will constitute insubordination and a presumption of impairment and may result in discharge.
4. Any employee who tests positive may request retesting of the original specimen at their own expense.
5. Employees who test positive for illegal substance abuse or misuse of legal drugs and/or alcohol may be offered rehabilitation through the County Employee Assistance Program. Any costs related to the rehabilitation shall be paid by the employee. Employees must take any available, accumulated, paid or unpaid leave during their absence. Failure to fully participate in or successfully complete such a rehabilitation program may result in disciplinary action.
6. Employees who return to work after the successful rehabilitation will be subject to random drug tests for a period of two years from the date of their return.
7. Employees subject to random drug tests who refuse to participate in the drug/alcohol testing and/or rehabilitation program or who continue to test positive for substance abuse will face additional disciplinary actions, up to and including removal.
8. Any employee involved in an accident may be subject to post accident alcohol and drug/alcohol testing.
9. Employees who are required to hold a commercial driver's license (CDL) will be required to participate in the County's drug and alcohol testing program as required by federal law which includes pre-employment testing, post-accident testing, random testing, reasonable suspicion testing, and return-to-work testing. Policies and procedures for these programs will be consistent with federal law and will be made available to employees required to hold CDL's and their supervisors.

D. Discipline.

The County may discipline an employee, up to and including discharge, for any violation of this policy. Nothing herein shall be construed as a guarantee that the County will offer an opportunity for rehabilitation. Failure to successfully complete or participate in a prescribed rehabilitation program, if offered, shall result in the employee's discharge [including a refusal to test or a positive test result on a return to duty or follow-up test]. No employee shall be provided more than one opportunity at rehabilitation. The County's decision whether to discharge an employee shall be made on the basis of the circumstances surrounding the employee's positive drug or alcohol test and considerations such as any other misconduct resulting from the employee's substance abuse (e.g. injury, property damage, etc.) the employee's work record, and other factors traditionally considered when determining whether to retain an employee.

E. Refusal to Test.

Employees who refuse to submit to the required testing shall be subject to disciplinary action up to and including discharge. A refusal to test for purposes of this policy shall include:

1. Failure to provide a sufficient sample provided there does not exist a valid medical explanation as to why the employee was unable to do so;
2. Any conduct that attempts to obstruct the testing process such as unavailability, leaving the scene of an accident without proper authorization, or a delay in providing a sample; and
3. Failure to execute or release forms required as part of the testing process.

F. Prescription/OTC Medications.

Employees must inform the County if they are taking any medication that may impair their ability to perform their job. Employees on such medications must provide a written release from their treating licensed medical practitioner indicating that they are capable of performing their essential job functions, with or without reasonable accommodation. Employees are prohibited from performing any County function or duty while taking legal drugs that adversely affect their ability to safely perform any such function or duty.

Employee use of prescription or over-the counter drugs must be utilized for medical reasons, taken at the dosage and frequency of use prescribed on the label, and, in the case of prescription drugs, prescribed to

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employees for medical reasons by a licensed medical practitioner. An employee's use of the prescription or over-the-counter drugs shall not affect the employee's job performance, threaten the safety, productivity, public image or property of the County or its employees, or result in criminal behavior.

VIII. LACTATION BREAKS

Employees who have recently given birth will be allowed a reasonable break time in order to nurse or express breast milk, for up to one year after the child's birth. The employee will be provided appropriate space, other than a bathroom, that is shielded from view and free from intrusion from employees and members of the public. Lactation breaks under this policy should, to the extent possible, run concurrently with any other break time available to the employee.

JOB ASSIGNMENTS / TEMPORARY ASSIGNMENTS

Employees shall be expected to fully, dutifully, and conscientiously perform those tasks as assigned to them. Employees may be expected, from time to time, to complete job assignments which are typically not performed by them or contained in their job description. No employee can refuse a job assignment unless it would violate law or place him in an imminently harmful or life-threatening situation. If an employee objects to an assignment, he should complete the assignment first and then file a complaint under this manual.

PERFORMANCE EVALUATIONS

The County may complete annual performance evaluations. Evaluations may be conducted more frequently such as on quarterly or mid-year basis as determined necessary by the departmental director or Appointing Authority. Evaluations, if conducted, will be based upon defined and specific criteria and will generally be reviewed and signed by the employee's direct supervisor, and those superiors in the direct chain-of-command. The results will be discussed with the employee and the employee will be asked to sign the evaluation. An employee's signature will reflect their receipt of the evaluation, not their agreement with its contents. Should the employee refuse to sign, a notation will be made reflecting the date and time of the review along with the employee's refusal to sign. Employees may offer a written response to their performance evaluation. Such response, if given, will be maintained with the evaluation.

HOURS OF WORK AND OVERTIME

The County will establish the hours of work for all employees. Staff may be required to work days, evenings, nights and/or weekends due to operational needs. Additionally, the County may alter schedules, days off and shifts based upon operational needs. Unless prohibited due to operational needs, the County will meet in advance with employees and give at least two weeks advance notice for significant shift and schedule changes.

Due to federal regulations, employees who are not exempt from the overtime provisions of the Fair Labor Standards Act ("FLSA") are prohibited from signing in or beginning work before their scheduled starting time, or signing out/stopping work past their scheduled quitting time except with supervisory approval or in emergency situations. Additionally, non-exempt employees who receive an unpaid lunch period are prohibited from working during their lunch period except with supervisory approval or in emergency situations. Non-exempt employees who work outside their regularly scheduled hours in contravention of this rule shall be paid for all hours actually worked, but may be disciplined accordingly.

Failure to properly sign in or out as required, misrepresenting time worked, altering any time record, or allowing a time record to be altered by others will result in disciplinary action.

Generally, employees not exempt from the overtime provisions of the FLSA shall be compensated for overtime for all hours actually worked in excess of forty in any one work week, regardless of the employee's regularly scheduled work day. Sick leave, personal days and compensatory time, shall not be considered hours worked for purposes of overtime compensation. Overtime shall be compensated at a rate of one and one-half times the employee's regular rate of pay for actual overtime worked.

The County may mandate overtime as a condition of continued employment. Supervisors shall attempt to distribute overtime as equally as practicable among qualified employees within those classifications in which overtime is required. An employee who refuses to work a mandatory overtime assignment may be considered insubordinate and disciplined accordingly. Additionally, the County may authorize or require employees to work a flex schedule in a work week. For overtime eligible employees, a flexible schedule must occur within a single forty-hour work week.

A partial overtime exemption, or differing work schedule, may apply to certain employees, such as safety forces.

A. Exempt Employees.

Employees who are exempt from the overtime provisions of the FLSA are not eligible for overtime payment or payment for any compensatory leave balances at any time during employment or upon separation from employment with the County. The appropriate Appointing Authority shall determine if an employee is exempt from overtime requirements for purposes of the FLSA. Such exemptions may include employees whose job duties are executive, administrative or professional in nature. If approved by the Appointing

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Authority, a bona fide executive, administrative or professional employee may receive compensatory time off, at the rate of one hour for each hour of overtime, within one hundred eighty (180) days of the performance of the overtime. At the discretion of the Appointing Authority, exempt employees may be required to keep track of, and report, their hours without destroying their exempt status.

B. Compensatory Time.

At the discretion of the Appointing Authority, certain non-exempt employees may be permitted to take compensatory time-off in lieu of overtime payment. Compensatory time, like overtime, shall accrue at a rate of at one and one-half times the hours actually worked. Compensatory time must be used within one hundred eighty (180) days of its accrual. Non-safety force employees may not exceed the maximum accrual cap of two hundred forty (240) hours. Safety forces employees may not exceed the maximum accrual cap of four hundred eighty (480) hours. The Appointing Authority may, at its sole discretion, require an employee to use his or her compensatory time prior to the employee reaching the one hundred eighty (180) day accrual limit. Additionally, the Appointing Authority may choose to pay out an employee's compensatory time. If an employee's compensatory time is paid out, the employee shall receive payment at the rate at which the time was accrued.

C. Improper Deductions.

The County intends to comply with all FLSA provisions. Improper deductions that are not in accordance with the FLSA are prohibited. Additionally, improperly classifying individuals as "exempt" from overtime is prohibited. Any deduction that is subsequently determined to be improper, or any exemption status later found to be improper, shall be reimbursed. Any employee who believes that he has had an improper deduction from his or her salary, or who believes he has been improperly classified under the FLSA, shall submit a complaint in writing to their Appointing Authority or designee who will investigate and see that a written response is provided in a timely manner to ensure a good faith effort to comply with the FLSA.

IX. REPORTING TO WORK AND TARDINESS

Employees are expected to report for and remain at work as scheduled and to be at their work stations at their starting time. Employees who call off work for personal reasons should call off in advance of their starting time in accordance with procedures established by their Appointing Authority or Department Director. Employees who call off must make contact with their supervisor or designee each day of their absence unless they have made alternate arrangements. Calling off work in accordance with this procedure will not necessarily result in an employee receiving approved leave for their absence. The County will consider the underlying reason for the absence in order to determine whether to grant approved leave.

An employee, who reports to work late, extends his / her lunch or break without authorization, or who leaves before the end of his or her scheduled shift, may be disciplined and docked pay. Pay will be docked in the lowest increments permitted by the County's timekeeping system, or in 15 minute increments.

X. LAYOFF

If it becomes necessary to reduce staffing levels, the County shall lay off employees in accordance with law. The County shall determine the number of positions and the classifications in which layoffs will occur. Layoffs and job abolishment may occur for lack of work, lack of funds, or reorganization.

XI. PROBATIONARY PERIOD

Newly hired or newly promoted employees shall be required to successfully complete a one year probationary period. The probationary period allows the County to closely observe and evaluate the employee's fitness and suitability for the position. Only those employees who demonstrate an acceptable standard of conduct and performance shall be retained in their positions.

If, at any time during the probationary period, a newly hired employee's service is determined to be such that it does not merit further employment, he may be terminated without appeal rights. Time spent on inactive pay status or non-paid leave of absence shall not be counted toward the completion of the probationary period.

Employees working irregular schedules and intermittent employees shall have their one year probationary period based upon the completion of one thousand forty (1040) hours in active pay status.

Employees in probationary status shall generally not be eligible for pay increases until successful completion of the probationary period. Pay increases are subjected to the approval of the Appointing Authority or designee and are not guaranteed.

The failure of a promoted employee to complete a probationary period due to unsatisfactory performance shall result in the employee being returned to the same or similar position he held at the time of his or her promotion.

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XII. ETHICS/CONFLICTS OF INTEREST

The proper operation of a democratic government requires that actions of public officials and employees be impartial, that government decisions and policies be made through the proper channels of governmental structure, that public office not be used for personal gain, and that the public have confidence in the integrity of its government. Ohio Revised Code §§ 102.03 and 2921.42 prohibit public employees from using their influence to benefit themselves or their family members. In recognition of the above-listed requirements, the following Code of Ethics is established for all County officials and employees:

- A. No employee shall use his or her official position for personal gain, or shall engage in any business or shall have a financial or other interest, direct or indirect, which is in conflict with the proper discharge of his or her official duties.
- B. No employee shall, without proper legal authorization, disclose confidential information concerning the property, government or affairs of the County, nor shall he use such information to advance the financial or other private interest of himself or others.
- C. No employee shall accept any valuable gift, whether in the form of service, loan, item or promise from any person, firm or corporation that is interested directly or indirectly in any manner whatsoever in business dealings with the County; nor shall an employee accept any gift, favor or item of value that may tend to influence the employee in the discharge of his or her duties or grant, in the discharge of the employee's duties any improper favor, service or item of value.
- D. No employee shall represent private interests in any action or proceeding against the interest of the County in any matter wherein the County is a party.
- E. No employee shall engage in or accept private employment or render services for private interests when such employment or service is incompatible with the proper discharge of his or her official duties or would tend to impair his or her independent judgment or action in the performance of his or her official duties. Neither shall other employment, private or public, interfere in any way with the employee's regular, punctual attendance and faithful performance of his or her assigned job duties.

Any employee having doubt as to the applicability of these provisions should consult his or her supervisor or legal counsel. Any employee offered a gift or favor who is not sure whether acceptance is a violation of the Code of Ethics, should inform his or her supervisor of the gift offer. The supervisor will make a decision or will refer the individual to the Prosecutor's Office. No employee will accept from any contractor or supplier doing business with the County, any material or service for the employee's private use.

State law prohibits County employees and officials from having a financial interest in companies that do business with public agencies, with minor exceptions. Employees who have any doubt concerning a possible violation of these statutes are advised to consult an attorney. Additional information may be found at: www.ethics.ohio.gov.

XIII. NEPOTISM

A. Hiring.

The County will receive employment applications from relatives of current employees. However, the following four (4) situations shall prevent the County from hiring a relative of a current employee:

1. If one relative would have supervisory or disciplinary authority over another.
2. If one relative would audit the work of another.
3. If a conflict of interest exists between the relative and the employee or the relative and the County.
4. If the hiring of relatives could result in a conflict of interest.

B. Employment.

An employee is not permitted to work in a position where his or her supervisor or anyone within his or her chain of command is a relative. If such a situation is created through promotion, transfer or marriage, one of the affected employees must be transferred or an accommodation acceptable to the County must be established. Termination of employment will be a last resort. If two employees marry, they will be subject to the same rules listed above as other relatives.

The provisions of O.R.C. §§ 102.03 and 2921.42 render it unlawful for a public official to use his or her influence to obtain a benefit, including a job for his or her relative. Any violation of these statutes may result in criminal prosecution and/or disciplinary action. For purposes of the Article, the term "relative" shall include: spouse, children, grandchildren, parents, grandparents, siblings, brother-in-law, sister-in-law,

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daughter-in-law, son-in-law, father-in-law, mother-in-law, step-parents, step-children, step-siblings, and a legal guardian or other person who stands in the place of a parent to the employee.

XIV. OUTSIDE EMPLOYMENT

Employees are required to notify their Appointing Authority or Agency Head of any outside employment. No employee shall have outside employment which conflicts in any manner with the employee's ability to properly and efficiently perform his or her duties and responsibilities with the County. Employees are expected to be at work and fit for duty when scheduled.

Employees are prohibited from engaging in secondary employment while on sick leave, disability leave, or family medical leave. Employees are strictly prohibited from engaging in or conducting outside private business during scheduled working hours and are further prohibited from engaging in conduct which creates a potential or actual conflict of interest with their duties and responsibilities as a County employee.

XV. POLITICAL ACTIVITY

A. Although the County encourages all employees to exercise their constitutional rights to vote, certain political activities are legally prohibited for classified employees of the County whether in active pay status or on leave of absence. The following activities are examples of conduct permitted by classified employees:

1. Registration and voting.
2. Expressing opinions, either orally or in writing.
3. Voluntary financial contributions to political candidates or organizations.
4. Circulating non-partisan petitions or petitions stating views on legislation.
5. Attendance at political rallies.
6. Signing nominating petitions in support of individuals.
7. Displaying political materials in the employee's home or on the employee's property.
8. Wearing political badges or buttons, or the display of political stickers on private vehicles.
9. Serving as a precinct official under O.R.C. § 3501.22.

B. The following activities are examples of conduct prohibited by classified employees.

1. Candidacy for public office in a partisan election.
2. Candidacy for public office in a non-partisan general election if the nomination to candidacy was obtained in a primary partisan election or through the circulation of a nominating petition identified with a political party.
3. Filing of petitions meeting statutory requirements for partisan candidacy to elective office.
4. Circulating official nominating petitions for any partisan candidate.
5. Holding an elected or appointed office in any partisan political organization.
6. Accepting appointment to any office normally filled by partisan election.
7. Campaigning by writing in publications, by distributing political material, or by writing or making speeches on behalf of a candidate for partisan elective office, when such activities are directed toward party success.
8. Solicitation, either directly or indirectly, of any assessment, contribution or subscription, either monetary or in-kind, for any political party or political candidate.
9. Solicitation for the sale, or actual sale, of political party tickets.
10. Partisan activities at the election polls, such as solicitation of votes for other than nonpartisan candidates and nonpartisan issues.
11. Service as a witness or challenger for any party or partisan committee.
12. Participation in political caucuses of a partisan nature.

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13. Participation in a political action committee that supports partisan activity.
- C. Unclassified employees whose jobs are funded in whole or in part by the federal government may also be subject to prohibitions against partisan political activity. Any employee having a question pertaining to whether specific conduct of a political nature is permissible should contact their immediate supervisor prior to engaging in such conduct.

XVI. INVESTIGATIONS AND DISCIPLINE

The County has the right to investigate all alleged disciplinary violations. Employees are required to cooperate fully during investigations. Employees who are the subject of a formal investigation have the right to be accompanied, represented, and advised by an attorney. For all employees, the failure to respond, to respond truthfully, or to otherwise cooperate in an investigation, shall be considered insubordination and may result in termination. Employees involved in an investigation shall not discuss the facts of the investigation during the pendency of the investigation.

Classified employees may be placed on a paid leave of absence pending an investigation. Unclassified employees may be placed on paid or unpaid leave pending an investigation. In limited circumstances and for a limited duration, a classified employee may be placed on unpaid leave pending an investigation; however, a classified employee who is placed on unpaid leave and is later exonerated must be reimbursed for lost pay and benefits.

Employees who have completed their probationary period and who are in the classified civil services may only be disciplined for just cause. Disciplinary action will be commensurate with the offense. Discipline for minor infractions will normally be imposed in a progressive manner with consideration given to the nature of the offense, prior disciplinary action, length of service, the employee's position, the employee's record of performance and conduct along with all other relevant considerations. Nothing in the policy shall be construed to limit the County's discretion to impose a higher level of discipline under appropriate circumstances.

The following forms of misconduct constitute grounds for disciplinary action: incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, policy or work rule violations, conviction of a crime, failure of good behavior including a violation of ethics of public employment, failure to maintain licensing requirements, and any other acts of misfeasance, malfeasance, nonfeasance or any other reason set forth in O.R.C. § 124.34.

The property and image of the County is to be respected at all times; as such, an employee's off duty conduct that could reasonably be perceived to negatively impact the County may form the basis for discipline. Any comments or questions concerning the standard of conduct expected should be directed toward the employee's immediate supervisor.

The filing or prosecution of criminal charges against an employee for alleged misconduct or criminal activity shall not be determinative as to appropriate disciplinary action, if any, under this policy. The County may investigate the employee's alleged misconduct or activities and determine the appropriate discipline, if any, without regard to pending criminal charges. The disposition of criminal charges is independent of a disciplinary investigation. Although the County may utilize information obtained during a criminal investigation, the County's decision to take appropriate disciplinary action may or may not correspond with the filing, or non-filing, of criminal charges. A felony conviction while employed with the County is just cause for termination.

Staff is responsible for reporting any incident or conduct they believe is inappropriate and/or in violation of County Policies and Procedures. This duty includes incidents actually observed, reported by citizens, reported by staff, or suspected due to other facts.

When the County believes that discipline of a classified employee in the form of a paid or unpaid suspension, reduction or elimination of longevity pay, demotion or termination is possible, a pre-disciplinary conference shall be scheduled. Prior to the pre-disciplinary meeting, the employee will be provided with written notice of the charges against him. At the pre-disciplinary conference, the employee may respond to the charges or have his or her chosen representative respond. Failure to attend the pre-disciplinary conference shall be deemed a waiver of the conference.

Disciplinary files may not be destroyed and are subject to the Ohio Public Records Act. Disciplinary action shall remain in the employees personnel file for a period of twenty four (24) months after which time the documentation will be placed in a separate disciplinary file. Such discipline may be considered in any future action. After the twenty four month waiting period, employees must file a request to their Appointing Authority in writing asking that the disciplinary action be removed from their personnel file and be placed in a separate disciplinary file. Such action may be removed if no intervening discipline exists.

XVII. COMPLAINT PROCEDURE

Employees may have questions or concerns caused by misunderstandings in the application of policies, procedures and work rules. The County believes these questions and concerns must be heard promptly, and action taken to resolve or clarify a particular situation. Complaints regarding unlawful discrimination or harassment should be brought

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according to the unlawful discrimination and harassment policy contained in this manual and the Discrimination Prohibited Standard Operating Procedure.

All employees shall have the right to file a complaint without fear of retaliation. No employee shall be disciplined, harassed or treated unfairly in any manner as a result of filing a complaint. A complaint is defined as a disagreement between an employee and County as to the interpretation or application of official policies, departmental rules and regulations, or other disagreements perceived to be unfair or inequitable relating to treatment or other conditions of employment. The following is the procedure to be followed when an employee has a complaint as defined above:

A. Step 1: Immediate Supervisor.

An employee having a complaint shall file it in writing with his or her Immediate Supervisor, as outlined in the procedure for his or her work unit. The employee's Immediate Supervisor will review the complaint and attempt to resolve the complaint within a reasonable time and will provide the employee with a written response. Step 1 may be bypassed by either the employee or Immediate Supervisor if the Immediate Supervisor lacks the authority to make a change and/or the Immediate Supervisor is the subject of the complaint.

B. Step 2: Department Head.

Where the employee is not satisfied with Step 1 response of the Immediate Supervisor, the employee may submit the original complaint to the Department Head within seven (7) calendar days of the supervisor's written response. The Department Head will review all material provided and provide the employee with a written response in a timely manner.

C. Step 3: Employer (Appointing Authority or Designee).

Where the employee is not satisfied with the Step 2 response, the employee may submit the original complaint to the Appointing Authority or Designee within seven (7) calendar days. The Appointing Authority or Designee will review all material provided and will provide the employee with a written response in a timely manner. The Step 3 response shall be final.

XVIII. SOLICITATION

Individuals not employed by the County are prohibited from soliciting funds or signatures, conducting membership drives, distributing literature or gifts, offering to sell merchandise or services (except by representatives of suppliers or vendors given prior authority), or engaging in any other solicitation, distribution, or similar activity on the premises or at a worksite.

The County may authorize a limited number of fund drives by employees on behalf of charitable organizations or for employee gifts. Employees are encouraged to volunteer to assist these drives; however, participation is entirely voluntary.

The following restrictions apply when employees engage in permitted solicitation or distribution of literature for any group or organization, including charitable organizations:

- A. Distribution of literature, solicitation and the sale of merchandise or services are prohibited in public areas.
- B. Soliciting and distributing literature during the working time of either the employee making the solicitation or distribution, or the targeted employee, is prohibited. The term "working time" does not include an employee's authorized lunch or rest periods or other times when the employee is not required to be working.
- C. Distributing literature in a way that causes litter on County property is prohibited.

The County maintains various communications systems to communicate County-related information to employees and to disseminate or post notices required by law. The unauthorized use of the communications systems or the distribution or posting of notices, photographs, or other materials on any County property is prohibited.

Violations of this policy will be addressed on a case-by-case basis. Disciplinary measures will be determined by the severity of the violation, not the content of the solicitation or literature involved.

XIX. COUNTY PROPERTY

A. General.

Employees are prohibited from using County materials, tools, facilities, equipment and labor for personal or private use regardless of whether the use is during working or non-working time. Employees may not perform private work for themselves, co-workers, friends or family members during working time or while using County materials, tools, facilities, or equipment. All County tools and equipment must be used and

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operated within the laws of the State of Ohio and/or rules and regulations of the County. Employees who separate from service with the County are responsible for return of reusable County property in her possession.

Employees have no reasonable expectation of privacy in the use of County property and facilities. In order to safeguard employees and the workplace, and in order to maximize efficiency, safety and productivity, the County reserves the right, in its sole discretion and without notice to employees, to inspect, monitor or otherwise search County property and facilities or any other enclosed or open area within County property or facilities and to monitor or inspect any items found within such facilities. Employees are required to cooperate in any work place inspection. The County also reserves the right to inspect any packages, mail, parcels, handbags, briefcases, or any other possessions or articles carried to and from County facilities and job sites where permitted by law.

Employees required to answer the telephone as part of their assigned duties shall do so in a polite and courteous manner. No employee shall use foul or abusive language over the telephone or in any dealings with the public. The County reserves the right to monitor any phone at any time. Personal phone calls must be kept to an "on emergency basis" only. Toll calls and/or long distance for personal reasons shall not be charged to the County.

The County may issue electronic devices including but not limited to iPads, cellular phones, smart phones etc. to its employees. Electronic devices are not only capable of making and receiving phone calls, they may also be capable of email, text messaging, internet browsing, running third party applications, GPS, and entertainment. Regardless of the capability of a particular cellular phone, County-issued electronic devices are considered County property and are for business use only. Features other than phone use must not be used or activated without direct authorization from a supervisor. Use of electronic devices such as cellular phones, smart phones iPads, laptop computers, etc. while operating a motor vehicle (County-owned or personal) is prohibited.

B. Vehicles.

Employees operating a County motor vehicle are required to have a proper and valid motor vehicle operator's license. An employee who operates a motor vehicle for work and who has his or her license suspended, but who has acceptable court-ordered driving privileges, may nevertheless have his or her driving privileges temporarily suspended by the County. When the County suspends driving privileges, the employee will be temporarily reassigned. The County need not reassign an employee who drives for work and has his or her license suspended by a court with no work-related driving privileges.

Any County employee who operates a County-owned motor vehicle, or a privately owned motor vehicle in the discharge of official County business, shall at all times during the course of operation, fully utilize the front seat occupant restraint systems provided in the vehicles and require like use of said systems by any passengers in the vehicle. Employees who operate County vehicles must have appropriate insurance coverage as established by the County's Self Insurance Policy.

Use of a County-owned vehicle must be pre-approved by the employee's supervisor. Employees shall not use, or permit the use of County automobiles for any purpose other than official County business. Passengers not on official County Business (i.e. children, spouses, friends, etc.) are not permitted in County-owned vehicles. Employees, as representatives of the County, are expected to be courteous to the public and to obey all traffic laws. County employees should drive and conduct themselves as to enhance the reputation of the County and Department.

Employees who drive County vehicles or who drive their personal vehicles for County business are subject to periodic (at least annual) record checks at the Bureau of Motor Vehicles. Employees who utilize County vehicles are responsible for reporting to their supervisor any moving traffic violations obtained while on, or off, duty as an employee's personal driving record may impact his or her ability to be covered on the County's liability policy. Employees who drive on behalf of the County are subject to reassignment and/or discipline in the event of a license revocation, suspension or traffic offense conviction

Concerns regarding repairs or vehicle maintenance must be reported to the employee's immediate supervisor.

COMPUTER USE POLICY

A. General.

County computers and information systems are County property. They may be used only for explicitly authorized purposes. The County reserves the right to examine all data stored in or transmitted by their computers and systems. Without notice, the County and authorized County supervisors may enter, search, monitor, track, copy, and retrieve any type of electronic file of any employee or contractor. These actions may be taken for business-purpose inquiries including but not limited to theft investigation, unauthorized disclosure of confidential business or proprietary information, excessive personal use of the system, or monitoring work flow and employee productivity.

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Employees have no right to privacy with regard to the Internet and email on County systems (public or private). Authorized designees (as referenced above) may access any files stored on, accessed via, or deleted from computers and information systems. When necessary, Internet, email, and Instant Messenger (IM) usage patterns may be examined for work-related purposes, including situations where there is a need to investigate possible misconduct and to assure that these resources are devoted to maintaining the highest levels of productivity. All software installed on any County computer must be licensed to the County. No County employee may install, uninstall, or reconfigure any software or hardware owned by the county without prior authorization from the County.

The use of privately-owned or contractor-owned computers for official county business must be authorized in advance by the County.

B. Allowable Uses of Computer and Information Systems for Business Purposes.

1. Facilitating job function performance.
2. Facilitating and communicating business information within the County network.
3. Coordinating meeting locations and resources for the County.
4. Communicating with outside organizations as required in the performance of employee job functions.

C. Prohibited Uses of Computers and Information Systems, Including But Not Limited To E-mail, Instant Messaging, and the Internet.

1. Violating local, state, and/or federal law.
2. Harassing or disparaging others based on age, race, color, national origin, sex, sexual orientation, disability, religion, military status or political beliefs. Harassment and disparagement include but are not limited to slurs, obscene messages, or sexually explicit images, cartoons, or messages.
3. Threatening others.
4. Soliciting or recruiting others for commercial ventures, religious or political causes, outside organizations, or other matters which are not job related.
5. Using computers or information systems in association with the operation of any for-profit business activities or for personal gain.
6. Sabotage, e.g. intentionally disrupting network traffic or crashing the network and connecting systems or intentionally introducing a computer virus.
7. Vandalizing the data of another user.
8. Forging electronic mail and instant messenger messages.
9. Sending chain letters.
10. Sending rude or obscene messages (anything that would embarrass or discredit the County).
11. Disseminating unauthorized confidential or proprietary County documents or information or data restricted by government laws or regulations.
12. Browsing or inquiring upon confidential records maintained by the County without substantial business purpose.
13. Disseminating (including printing) copyrighted materials, articles, or software in violation of copyright laws.
14. Accessing the Internet in any manner that may be disruptive, offensive to others, or harmful to morale.
15. Transmitting materials (visual, textual, or auditory) containing ethnic slurs, racial epithets, or anything that may be construed as harassment or disparagement of others based on age, race, color, national origin, gender, sexual orientation, disability, religious or political beliefs.
16. Sending or soliciting sexually-oriented messages or images.
17. Using the Internet or instant messenger for political activity.

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18. Using the Internet to sell goods or services not job-related or specifically authorized in writing by an approving authority.
19. Downloading and viewing non-work-related streaming audio or video (i.e. listening to radio stations, etc.) that are a distraction to the employee's work and to those around them.
20. Intentionally using Internet facilities to disable, impair, or overload performance of any computer system or network or to circumvent any system intended to protect the privacy or security of another user.
21. Speaking to the media or to the public within any news group or chat room on behalf of the County if not expressly authorized to represent the County.
22. Uploading or downloading games, viruses, copyrighted material, inappropriate graphics or picture files, illegal software, and unauthorized access attempts into any system.

NOTE: Whether on working time or not, these prohibitions apply at all times to county-owned computers and information systems. Personnel cannot expect that the information they convey, create, file, or store in County computers and information systems will be confidential or private regardless of the employee's intent.

Please remember that there is no expectation of privacy for anything sent by email or IM, and that others can view this information at any time.

D. Guidelines for Incidental/Occasional Personal Internet Usage.

Generally, the Internet is to be used for work-related purposes. The County will permit personal use of the Internet with reasonable restrictions as to the amount of time devoted to personal usage and sites visited provided such use does not adversely affect business or productivity. Incidental/occasional use is comparable to time authorized for meals and reasonable breaks during the workday and those times only should be used to attend to personal matters. Personnel are not permitted to utilize the Internet for personal use equal to meal and break times and also take their scheduled meal and breaks. Agency Internet resources must be devoted to maintaining the highest degree of productivity. Personal Internet usage is a privilege, not a right. As such, the privilege may be revoked at any time and for any reason or for no reason. Aside from scheduled breaks and unpaid lunch periods, employees are prohibited from engaging in personal use of the internet while on County time.

E. Securing Computer Equipment and Electronic Data.

County employees who are responsible for or are assigned portable computer equipment and electronic media (i.e., laptops, flash memory devices, external hard drives, DVDs, CDs, etc.) shall secure those items when not in the office as these items may contain confidential and/or HIPAA information, which could be compromised if lost or stolen. If an employee loses a piece of equipment or it is stolen, they are required to immediately notify their supervisor. Failure to properly secure portable computer equipment and electronic data is subject to disciplinary action.

XX. SOCIAL MEDIA POLICY

A. Social Media Limitations.

The County supports the free exchange of information and camaraderie among employees on the internet. However, when internet blogging, chat room discussions, email, text messages or other forms of electronic communication extend to employees revealing confidential information about the County or its employees, or engaging in posting inappropriate material about the County or its employees, the employee who posts such information or assists in posting such material may be subject to disciplinary action.

Employees are reminded to be careful of the information they disclose on the internet, including social media sites. The following uses of social media are strictly prohibited, whether on or off duty:

1. Comments or displays about coworkers, supervisors or the County that are vulgar, obscene, threatening, intimidating, harassing, or a violation of the County's workplace policies against discrimination, harassment or hostility on account of age, race, religion, sex, ethnicity, nationality, disability, military status or other protected class, status, or characteristic.
2. Statements or uses of the County's logo which are slanderous or detrimental, including evidence of the misuse of the County's authority, information, insignia or equipment.
3. Unprofessional communication which, if left unaddressed, could potentially result in a civil or criminal cause of action against the County. Unprofessional communication also includes that

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which the County could demonstrate has a substantial risk of negatively affecting the County's reputation, mission or operations, such as slander, defamation or other legal cause of action.

4. Disclosure of confidential and/or proprietary information acquired in the course of employment. Confidential information includes not only information that would not be available pursuant to a public records request, but also includes any information which does not relate to an issue of public concern.
5. Comments or displays which impact employees' abilities to perform their job duties or the County's ability to maintain an efficient workplace.

Social media sites may be inspected by the County for cause to determine potential policy violations. If an employee believes that an online communication violates a County policy, the employee should immediately report the communication to his or her supervisor. The County may investigate the matter, determine whether such communication violates policy, and take appropriate action. This policy does not apply to communications protected by the U.S. or Ohio Constitutions.

XXI. CONCEALED CARRY

Consistent with the Ohio Revised Code, no employee, contractor, client or other individual may carry, possess, convey or attempt to convey a deadly weapon or ordnance unto the property of the County. A valid concealed carry license does not authorize an individual to carry such a weapon onto these premises. Law enforcement officers specifically authorized to carry a firearm are exempted from this provision and may be permitted to carry a concealed weapon.

County employees are prohibited from carrying firearms any time they are working for the County or acting within the course and scope of employment. These situations include, but are not limited to attending training sessions or seminars, wearing a County identification badge, uniform, or other County issued paraphernalia that an employee is required to wear relative to their employment and working in resident's homes or other sites off County premises. Except for law enforcement officers, no employee or member of the public may carry a concealed weapon in a County owned vehicle.

Employees who possess a valid license to carry a concealed weapon are discouraged from storing a weapon in their personal vehicle while at work. Employees possessing a valid license to carry a concealed weapon may bring their weapon with them onto a County parking lot. However, the employee must leave the weapon in their vehicle. Employees are neither permitted to remove their weapon from their vehicles while in a County parking lot nor are they permitted to bring a concealed weapon into a County owned building. The employee's weapon must be stored in the vehicle in accordance with the storage provisions of the Concealed Carry statute. Employees shall immediately contact a supervisor if they suspect an employee or member of the public is carrying a concealed weapon on County premises. Employees are required to immediately contact a supervisor if they suspect an employee to be carrying a concealed weapon at any time while they are working for the County, acting within in the course and scope of employment, or acting as a representative of the County.

XXII. WORKPLACE VIOLENCE

A. Zero Tolerance.

The County is committed to providing a work environment that is safe, secure and free of harassment, threats, intimidation and violence. In furtherance of this commitment, the County enforces a zero tolerance policy for workplace violence. Consistent with this policy, threats or acts of physical violence, including intimidation, harassment, and/or coercion which involve or affect employees, or which occur on County property or at a worksite, will not be tolerated. Employees who are found to have committed acts of workplace violence will receive discipline and possible criminal prosecution, depending on the nature of the offense.

B. Prohibited Acts of Violence.

Prohibited acts of workplace violence include, but are not limited to, the following: (1) hitting or shoving; (2) threatening harm to an employee or his or her family, friends, associates, or property; (3) intentional destruction of property; (4) harassing or threatening telephone calls, letters or other forms of written or electronic communications, including email and website postings; (5) intimidating or attempting to coerce an employee to do wrongful acts, as defined by applicable law, administrative rule, policy, or work rule; (6) willful, malicious and repeated following of another person, also known as "stalking" and/or making threats with the intent to place another person in reasonable fear for his or her safety (7) suggesting or otherwise intimating that an act to injure persons or property is "appropriate", without regard to the location where the suggestion or intimation occurs; and (8) unauthorized possession or inappropriate use of firearms, weapons, or any other dangerous devices on County property.

C. Warning Signs and Risk Factors.

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The following are examples of warning signs, symptoms and risk factors that may indicate an employee's potential for violence. In all situations, if violence appears imminent, employees should take the precautions necessary to assure their own safety and the safety of others. An employee should immediately notify management if they witness any violent behavior, including, but not limited to, the following: (1) hinting or bragging about a knowledge of firearms; (2) making intimidating, threatening, or menacing statements; (3) keeping records of other employees the individual believes to have violated departmental policy; (4) physical signs of anger, such as hard breathing, reddening of complexion, menacing stares, loudness, and profane speech; (5) acting out violently either verbally or physically; (6) excessive bitterness by a disgruntled employee or an ex-employee; (7) being a "loner," avoiding all social contact with co-workers; (8) having a romantic obsession with a co-worker who does not share that interest; (9) history of interpersonal conflict; (10) domestic problems, unstable/dysfunctional family; and (11) brooding, depressed, strange behavior.

XXIII. CONTACT WITH NEWS MEDIA/CITIZENS

Any employee contacted by the news media or a citizen on a matter related to County operations should direct the caller to contact the Department Director, Appointing Authority or designee. This policy is designed to avoid duplication, assure accuracy, and protect employees and the County from the dissemination of misstatements and misinformation.

This policy does not prohibit employees from making a public statement, in their off duty hours, on matters of public concern. However, this policy does prohibit employees from making unauthorized public statements during their working hours and from making public statements about matters of private concern that negatively impact the County.

XXIV. SICK LEAVE

All employees shall be entitled to sick leave in accordance with §§ 124.38 and 124.39 of the Ohio Revised Code as follows:

A. Accumulation.

Each employee shall be entitled for each completed eighty (80) hours of service to sick leave of four (four) and six-tenths (6/10) hours of pay, and unused sick leave may be accumulated without limit. Previous accumulated sick leave of an employee who has separated from public service shall be re-credited if reemployment in public service takes place within ten (10) years of the last termination from public service and the employee provides proof of the prior leave balance. An employee is expected to provide proof of a prior sick leave balance within ninety (90) days of commencing employment with the County. An employee who transfers from one public agency to another shall be credited with up to the maximum of sick leave accumulation permitted in the public agency to which the employee transfers.

B. Use.

Sick leave may be used by employees and upon approval of the County for absences due to the following:

1. Illness, injury, or pregnancy-related medical condition of the employee.
2. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.
3. Examination of the employee, including medical, psychological, dental, or optical examination, by an appropriate licensed medical practitioner.
4. Death of a member of the employee's immediate family. Such usage shall be limited to reasonably necessary time, not to exceed five (5) days. The County may grant additional time off on a case by case basis.
5. Illness, injury, or pregnancy-related medical condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member.
6. Medical, dental or optical examinations or treatments of an employee or of a member of an employee's immediate family where the employee's care and attendance is reasonably required.

Elective cosmetic surgeries or other procedures that are not medically necessary do not constitute an appropriate usage of sick leave. Other appropriate leaves of absence, such as vacation, may be requested for such purposes.

For purposes of sick leave, immediate family is defined as: grandparent; great-grandparents; brother; sister; brother-in-law; sister-in-law; daughter-in-law; son-in-law; father; mother; father-in-law; mother-in-law; spouse; child; step-child; step-parent; grandchild; legal guardian; or other person who stands in place of a parent.

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Grandparent-in-law, aunts and uncles shall also be considered immediate family for bereavement leave purposes. Such usage shall be limited to reasonably required time, not to exceed one (1) day. The County may grant additional time off on a case by case basis not to exceed three (3) days.

C. Employee Notification.

When an employee is unable to report to work due to illness or other acceptable sick leave reason, he or she shall notify his or her supervisor by calling the supervisor and speaking directly with the supervisor or, if unavailable, with another supervisor in their department. Employees are not permitted to leave messages, text or email their supervisor when notifying them of their absence. Absences must be reported at least one half hour prior to the employee's scheduled shift. An employee must continue such notification each succeeding day of absence except in cases of prolonged illness or absence where the employee has been granted a set period of leave. Failure of an employee to make proper notification may result in denial of sick leave and/or appropriate disciplinary action.

D. Written Statement.

Proof of illness, such as a doctor's excuse, may be required when the County believes the absence(s) to be excessive, chronic, patterned, or abusive. A satisfactory licensed medical practitioner's certificate may be required at any time, but will generally be required in each case when an employee has been absent more than three (3) consecutive days. When a licensed medical practitioner's certificate is required, it must be submitted to Human Resources before an employee will be permitted to return to work from leave. The licensed medical practitioner's certificate must be signed personally by the treating practitioner, and must verify the nature of the illness, and that the employee was unable to work during the period in question, not simply that the employee was "under the doctor's care." For absences where a licensed medical practitioner's certificate is not required, the employee must submit a written statement to Human Resources explaining the nature of the illness.

E. Sick Leave Abuse.

Application by an employee for sick leave through fraud or dishonesty will result in denial of such leave together with disciplinary action up to and including termination. Patterns of sick leave usage immediately prior or subsequent to holidays, vacation, days off and/or weekends or excessive sick leave usage may result in sick leave denial and appropriate disciplinary action. The County reserves the right to investigate allegations of sick leave abuse. The County reserves the right to question employees concerning their sick leave use. Whenever an employee is on sick leave he or she must be at home during his or her scheduled work hours or obtaining treatment or medication.

F. Uses of Other Leave.

Other accumulated unused leaves may be used for sick leave purposes, at the discretion of the Appointing Authority.

G. Sick Leave Charge.

Sick leave shall be charged in minimum increments of one-quarter (1/4) hour. When sick leave is used it shall be deducted from the employee's credit on the basis of one hour of sick leave for every one hour of absence from previously scheduled work. Sick leave payments shall not exceed the normal scheduled workday or workweek earnings. Employees may utilize sick leave only for the hours and days on which they are scheduled to work.

H. Sick Leave Upon Retirement.

An employee may elect at the time of disability or service retirement under the Public Employees Retirement System, to be paid in cash for one-fourth of the value of his accrued, but unused, sick leave balance accumulated with Delaware County. The total value of the sick leave paid, earned with Delaware County, as severance pay shall not exceed the value of 60 days paid leave. The payment shall be based on the employee's rate of pay at the time of retirement.

An employee, who has a sick leave balance that has accumulated with the state of Ohio, or any other political subdivision of state, may elect at the time of disability or service retirement under the Public Employees Retirement System, to be paid in cash for one-fourth of the value of his or her accrued, but unused, sick leave. The total value of the sick leave paid, earned with another political subdivision, as severance pay shall not exceed the value of 30 days paid leave. The payment shall be based on the employee's rate of pay at the time of retirement.

To qualify for this severance benefit, the employee must meet the requirements for a disability or service retirement and have at least 10 years of service with the state, any political subdivision of the state, or any combination of such service.

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The total value of the sick leave paid under this policy, earned with Delaware County and another political subdivision combined, as severance pay shall not exceed the value of 60 days paid leave. Payment for sick leave will eliminate all sick leave credit accrued by the employee at that time.

I. Sick Leave Upon Death.

Upon the death of an employee in the active service with Delaware County, unused accumulated sick leave shall be paid to the employee's spouse, children, or parents, if any, in that order or to his or her estate. Payment for sick leave accumulated while in the employ of Delaware County shall be based on the employee's straight-time hourly rate at the time of death and will be paid in cash for one-fourth of value of his/her accrued, but unused sick leave balance, with no limit.

J. Medical Information.

The County will maintain employees' medical information in a separate medical file and will treat the information in a confidential manner. Employees who are concerned that their medical information is not being treated in a confidential manner should report such concerns to the Director of Administrative Services by calling (740) 833-2120.

XXV. FAMILY MEDICAL LEAVE ACT ("FMLA")

A. Statement of Policy.

Eligible employees may request time off for family and/or medical leave of absence with job protection and no loss of accumulated service provided the employee meets the conditions outlined in this policy and returns to work in accordance with the Family and Medical Leave Act of 1993.

B. Definitions.

As used in this policy, the following terms and phrases shall be defined as follows:

1. "Family and/or medical leave of absence": An approved absence available to eligible employees for up to twelve (12) weeks of unpaid leave per year under particular circumstances. Such leave may be taken only for the following qualifying events:
 - a. Upon the birth of an employee's child and in order to care for the child.
 - b. Upon the placement of a child with an employee for adoption or foster care.
 - c. When an employee is needed to care for a family member who has a serious health condition.
 - d. When an employee is unable to perform the functions of his or her position because of the employee's own serious health condition.
 - e. Qualifying service member leave.
2. Service Member Leave: The spouse, parent or child of a member of the U.S. military service is entitled to twelve (12) weeks of FMLA leave due to qualifying exigencies of the service member being on "covered active duty" or receiving a "call to covered active duty. In addition, a spouse, child, parent or next of kin (nearest blood relative) of a service member is entitled to up to twenty-six (26) weeks of leave within a "single twelve (12)-month period" to care for a service member with a "serious injury or illness" sustained or aggravated while in the line of duty on active duty. The "single twelve (12)-month period" for leave to care for a covered service member with a serious injury or illness begins on the first day the employee takes leave for this reason and ends twelve (12) months later, regardless of the twelve (12) month period established for other types of FMLA leave.
3. "Per year": A rolling twelve (12) month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the employer will compute the amount of leave the employee has taken under this policy, and subtract it from the twelve (12) weeks of available leave. The balance remaining is the amount the employee is entitled to take at the time of the request. For example, if an employee used four (4) weeks of FMLA leave beginning February 4, 2009, four weeks beginning June 1, 2009, and four weeks beginning December 1, 2009, the employee would not be entitled to any additional leave until February 4, 2010.
4. "Serious health condition": Any illness, injury, impairment, or physical or mental condition that involves:

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- a. Inpatient care.
 - b. Any period of incapacity of more than three consecutive calendar days that also involves:
 - i. Two or more treatments by a health care provider, the first of which must occur within seven (7) days of the first day of incapacity and both visits must be completed within thirty (30) days; or
 - ii. Treatment by a health care provider on one occasion that results in a regimen of continuing treatment under the supervision of a health care provider.
 - c. Any period of incapacity due to pregnancy or for prenatal care.
 - d. A chronic serious health condition which requires at least two “periodic” visits for treatment to a health care provider per year and continues over an extended period of time. The condition may be periodic rather than continuing.
 - e. Any period of incapacity which is permanent or long term and for which treatment may not be effective (i.e. terminal stages of a disease, Alzheimer’s disease, etc.).
 - f. Absence for restorative surgery after an accident/injury or for a condition that would likely result in an absence of more than three days absent medical intervention. (i.e. chemotherapy, dialysis for kidney disease, etc.).
5. “Licensed health care provider”: A doctor of medicine, a doctor of osteopathy, podiatrists, dentists, optometrists, psychiatrists, clinical psychologists, and others as specified by law.
6. “Family member”: Spouse, child, parent or a person who stands “*in loco parentis*” to the employee.
7. “Covered Service Member”: Means either:
- a. A current member of the Armed Forces, including a National Guard or Reserve Member, who is undergoing medical treatment, recuperation, or therapy, is in outpatient status, or is on the temporary disability retired list, for a serious injury or illness; or
 - b. A covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces, including a National Guard or Reserves Member, at any time during the five years preceding the date the eligible employee takes FMLA leave to care for the covered veteran.
8. “Outpatient Status”: The status of a member of the Armed Forces assigned to a military medical treatment facility as an outpatient or to a unit established for the purpose of providing command and control of members of the Armed Forces receiving outpatient medical care.
9. “Next Of Kin”: The term “next of kin” used with respect to a service member means the nearest blood relative of that individual.
10. A “serious injury or illness”, for purposes for the 26 week military caregiver leave means either:
- a. In the case of a current member of the Armed Forces, including a member of the National Guard or Reserves, means an injury or illness that was incurred by the covered service member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces, and that may render the member medically unfit to perform the duties of the member's office, grade, rank or rating; and,
 - b. In the case of a covered veteran, means an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and manifested itself before or after the member became a veteran, and is:
 - i. a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the service member unable to perform the duties of the service member's office, grade, rank, or rating; or
 - ii. a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of 50

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percent or greater, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or

- iii. a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or
- iv. an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

- 11. "Covered Active Duty" or "call to covered active duty":
 - c. In the case of a member of a Regular Armed Forces means duty during the deployment of the member with the Armed Forces to a foreign country. (Active duty orders of a member of the Regular components of the Armed Forces generally specify if the member is deployed to a foreign country.)
 - d. In the case of a member of the Reserve components of the Armed Forces means duty during the deployment of the member with the Armed Forces to a foreign country under a Federal call or order to active duty in support of a contingency operation pursuant to specific sections of the U.S. Code, as outlined in 29 CFR § 825.126.
- 12. "Deployment to a foreign country" means deployment to areas outside of the United States, the District of Columbia, or any Territory or possession of the U.S., including international waters.
- 13. "Qualifying Exigency": (For purposes of the twelve (12)-week qualifying exigency leave) includes any of the following:
 - e. Up to seven days of leave to deal with issues arising from a covered military member's short notice deployment, which is a deployment on seven (7) or fewer days' notice.
 - f. Military events and related activities, such as official ceremonies, programs, or events sponsored by the military, or family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to the active duty or call to active duty status of a covered military member.
 - g. Qualifying childcare and school activities arising from the active duty or call to active duty status of a covered military member, such as arranging for alternative childcare, providing childcare on a non-routine, urgent, immediate need basis; enrolling or transferring a child to a new school; and attending certain school and daycare meetings if they are necessary due to circumstances arising from the active duty or call to active duty of the covered military member.
 - h. Making or updating financial and legal arrangements to address a covered military member's absence, such as preparing powers of attorney, transferring bank account signature authority, or preparing a will or living trust.
 - i. Attending counseling provided by someone other than a health care provider for oneself, the covered military member, or a child of the covered military member, the need for which arises from the active duty or call to active duty status of the covered military member.
 - j. Rest and recuperation leave of up to fifteen (15) days to spend time with a covered military member who is on short-term, temporary, rest and recuperation leave during the period of deployment. This leave may be used for a period of 15 calendar days from the date the military member commences each instance of Rest and Recuperation leave.
 - k. Attending certain post-deployment activities within ninety (90) days of the termination of the covered military member's duty, such as arrival ceremonies, reintegration briefings, and any other official ceremony or program sponsored by the military, as well as addressing issues arising from the death of a covered military member.
 - i. Qualifying parental care for military member's biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the military member when the member was under 18 years of age, when the parent requires active assistance or supervision to provide daily self-care in three or more of the activities of daily living, as described in 29 C.F.R. § 825.126, and the need arises out of the military member's covered active duty or call to covered active duty status.
 - l. Any qualifying exigency which arose out of the covered military member's covered active duty or call to covered active duty status.

C. Leave Entitlement.

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To be eligible for leave under this policy, an employee must meet all of the following conditions:

1. Worked for the agency for at least twelve (12) non-consecutive months, or fifty-two (52) weeks.
2. Actually worked at least one thousand fifty (1,250) hours during the twelve (12) month period immediately prior to the date when the FMLA leave is scheduled to begin.
3. Work at a location where the Employer employs fifty (50) or more employees within a seventy-five (75) mile radius.
 - a. The entitlement to FMLA leave for the birth or placement for adoption or foster care expires at the end of the twelve (12) month period following such birth or placement.
 - b. Spouses who are both employed by the agency are jointly entitled to a combined leave total of twelve (12) weeks (rather than twelve (12) weeks each) for the birth of a child, upon the placement of a child with the employees for adoption or foster care, and for the care of certain family members with serious health conditions.

D. Use of Leave.

The provisions of this policy shall apply to all family and medical leaves of absence as follows:

1. Generally: An employee is only entitled to take off a total of twelve (12) weeks of leave per year under the FMLA. As such, employees will be required to utilize their accumulated unused paid leave (sick, vacation, etc.) in conjunction with their accumulated unused unpaid Family Medical Leave. Employees will be required to use the type of accumulated paid leave that best fits the reason for taking leave and must comply with all procedures for requesting that type of leave as stated in the relevant policy. Any time off that may legally be counted against an employee's twelve (12) week FMLA entitlement will be counted against such time.
2. Birth of An Employee's Child: An employee who takes leave for the birth of his or her child must first use all available accrued paid vacation leave prior to using unpaid leave for the remainder of the twelve (12) week period. However, if the employee requests leave for the employee's own serious health condition as a result of the pregnancy or post-partum recovery period, the employee will be required to exhaust all of his or her sick and vacation leave prior to using unpaid leave for the remainder of the twelve (12) week period to the extent a serious health condition exists. (*Note: See section E below for information on disability leaves.*)
3. Placement of a Child for Adoption or Foster Care: An employee who takes leave for the placement of a child for adoption or foster care must first use all available accrued paid vacation leave prior to using unpaid leave for the remainder of the twelve (12) week period.
4. Employee's Serious Health Condition or Family Member's Serious Health Condition: An employee who takes leave because of his or her serious health condition or the serious health condition of his or her family member must use all available accrued paid sick and vacation leave prior to using unpaid leave for the remainder of the twelve (12) week period.

E. FMLA and Disability/Workers' Compensation.

An employee who is eligible for FMLA leave because of his or her own serious health condition may also be eligible for workers' compensation if the condition is the result of workplace accident or injury. Regardless of whether the employee is using worker's compensation benefits, the Employer may designate the absence as FMLA leave, and count it against the employee's twelve (12) week FMLA entitlement if the injury or illness constitutes a serious health condition under the FMLA. In addition, as these may be compensated absences, if the employee participates in the worker's compensation program, the employee is not eligible to use paid leave of any type (except as supplemental benefits, if applicable and requested by the employee), nor can the employer require him to do so, while the employee is receiving compensation from such a program.

F. Procedures For Requesting FMLA Leave.

Requests for FMLA leave must be submitted in writing at least thirty (30) days prior to taking leave or as soon as practicable prior to the commencement of the leave. If the employee fails to provide thirty (30) days' notice for foreseeable leave with no reasonable excuse for the delay, the leave may be denied until at least thirty (30) days from the date the employer receives notice. The employee must follow the regular reporting procedures for each absence.

FMLA requests must be submitted on a request for leave form and complete the FMLA request form in the FMLA policy. The County will determine whether the leave qualifies as FMLA leave, designate any leave

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that counts against the employee's twelve (12) week entitlement, and notify the employee that the leave has been designated or denied.

When an employee needs foreseeable FMLA leave, the employee shall make a reasonable effort to schedule the treatment so as not to unreasonably interfere with the Employer's operations.

G. Certification of Need for FMLA Leave for Serious Health Condition.

An employee requesting FMLA leave due to his or her family member's serious health condition must provide a doctor's certification of the serious health condition, which must designate that the employee's presence is reasonably necessary. Such certification shall be submitted at the time FMLA leave is requested, or if the need for leave is not foreseeable, as soon as practicable. An employee requesting FMLA leave due to the birth or placement of a child must submit appropriate documentation at the time FMLA leave is requested.

The Employer, at its discretion, may require the employee to sign a release of information so that a representative other than the employee's immediate supervisor can contact the medical provider. If the medical certification is incomplete or insufficient, the employee will be notified of the deficiency and will have seven (7) calendar days to cure the deficiency.

The Employer may require a second medical opinion prior to granting FMLA leave. Such opinion shall be rendered by a health care provider designated or approved by the Employer. If a second medical opinion is requested, the cost of obtaining such opinion shall be paid for by the Employer. If the first and second opinions differ, the Employer, at its own expense, may require the binding opinion of a third health care provider approved jointly by the Employer and the employee. Failure or refusal of the employee to submit to or cooperate in obtaining either the second or third opinions, if requested, shall result in the denial of the FMLA leave request.

Employees who request and are granted FMLA leave due to serious health conditions may be required to provide the Employer periodic written reports assessing the continued qualification for FMLA leave. Further, the Employer may request additional reports if the circumstances described in the previous certification have changed significantly (duration or frequency of absences, the severity of the condition, complications, etc.), or if the employer receives information that casts doubt on the employee's stated reason for the absence. The employee must provide the requested additional reports to the Employer within fifteen (15) days.

H. Certification for leave taken because of a qualifying exigency

The Employer may request that an employee provide a copy of the military member's active duty orders to support the request for qualifying exigency leave. Such certification for qualifying exigency leave must be supported by a certification containing the following information: statement or description of appropriate facts regarding the qualifying exigency for which leave is needed; approximate date on which the qualifying exigency commenced or will commence; beginning and end dates for leave to be taken for a single continuous period of time; an estimate of the frequency and duration of the qualifying exigency if leave is needed on a reduced scheduled basis or intermittently; appropriate contact information for the third party if the qualifying exigency requires meeting with a third party and a description of the meeting; and, if the qualifying exigency involves Rest and Recuperation leave, a copy of the military member's Rest and Recuperation orders, or other documentation issued by the military which indicates the military member has been granted Rest and Recuperation leave, and the dates of the military member's Rest and Recuperation leave.

I. Intermittent/Reduced Schedule Leave.

When medically necessary, an employee may take FMLA leave on an intermittent or reduced work schedule basis for a serious health condition. An employee may not take leave on an intermittent or reduced schedule basis for either the birth of the employee's child or upon the placement of a child for adoption or foster care with the employee unless specifically authorized in writing by the Director or Appointing Authority. Requests for intermittent or reduced schedule FMLA leave must be submitted in writing at least thirty (30) days prior to taking leave, or, as soon as practicable.

To be entitled to intermittent leave, the employee must, at the time such leave is requested, submit additional certification as prescribed by the Employer establishing the medical necessity for such leave. This shall be in addition to the documentation certifying the condition as FMLA qualifying. The additional certification shall include the dates and the duration of treatment, if any, the expected duration of the intermittent or reduced schedule leave, and a statement from the health care provider describing the facts supporting the medical necessity for taking FMLA leave on an intermittent or reduced schedule basis. In addition, an employee requesting foreseeable intermittent or reduced schedule FMLA leave may be required to meet with the Appointing Authority or designee to discuss the intermittent or reduced schedule leave.

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An employee who requests and is granted FMLA leave on an intermittent or reduced schedule basis may be temporarily transferred to an available alternative position with equivalent class, pay, and benefits if the alternative position would better accommodate the intermittent or reduced schedule. An employee who requests intermittent or reduced schedule leave due to foreseeable medical treatment shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the Employer's operations.

J. Employee Benefits.

Except as provided below, while an employee is on FMLA leave, the Employer will continue to pay its portion of premiums for any employer paid insurance benefits under the same terms and conditions as if the employee had continued to work throughout the leave. The employee continues to be responsible for the payment of any contribution amounts he would have been required to pay had he not taken the leave, regardless of whether the employee is using paid or unpaid FMLA leave. Employee contributions are subject to any change in rates that occurs while the employee is on leave.

The Employer will not continue to pay the Employer portion of premiums for any life, medical, and dental insurance benefits if, while the employee is on FMLA leave, the employee fails to pay the employee's portion of such premiums or if the employee's payment for his or her portion of the premium is late by more than thirty (30) days. If the employee chooses not to continue health care coverage during FMLA leave, the employee will be entitled to reinstatement into the benefit plan upon return to work.

If the employee chooses not to return to work for reasons other than a continued serious health condition or circumstances beyond the employee's control, the Employer may seek reimbursement from the employee for any amounts paid by the Employer for insurance benefits the employee received through the Employer during any period of unpaid FMLA leave. Leave balances accrued by an employee prior to taking FMLA leave and not used by the employee as outlined in the section entitled "Use of Leave" will be retained by the employee.

FMLA leave, whether paid or unpaid, will not constitute a break in service. Upon the completion of unpaid FMLA leave and return to service, the employee will return to the same level of service credit as the employee held immediately prior to the commencement of FMLA leave. In addition, FMLA leave will be treated as continuous service for the purpose of calculating benefits which are based on length of service. However, specific leaves times (i.e. sick, vacation, and personal leave and holidays) will not accrue during any period of unpaid FMLA leave.

K. Reinstatement.

An employee on FMLA leave must give the Employer at least two business days' notice of his or her intent to return to work, regardless of the employee's anticipated date of return. Employees who take leave under this policy will be reinstated to the same or a similar position upon return from leave except that if the position that the employee occupied prior to taking FMLA leave is not available, the employee will be placed in a position which entails substantially equivalent levels of skill, effort, responsibility, and authority and which carries equivalent status, pay, benefits, and other terms and conditions of employment as the position the employee occupied prior to taking FMLA leave. The determination as to whether a position is an "equivalent position" will be made by the Employer.

An employee will not be laid off as a result of exercising her right to FMLA leave. However, the Employer will not reinstate an employee who has taken FMLA leave if, as a result of a layoff within the agency, the employee would not otherwise be employed at the time reinstatement is requested. An employee on FMLA leave has no greater or lesser right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during her FMLA leave.

Prior to reinstatement, employees who take FMLA leave based on their own serious health condition shall provide certification from the employee's health care provider that the employee is able to perform the essential functions of his or her position, with or without reasonable accommodation.

L. Records.

All records relative to FMLA leave will be maintained by the Employer as required by law. Any medical records accompanying FMLA leave requests will be kept separate from an employee's regular personnel file. To the extent permitted by law, medical records related to FMLA leave shall be kept confidential. Records and documents created for purposes of FMLA containing family medical history or genetic information as defined by the Genetic Information Nondiscrimination Act of 2008 (GINA) shall be maintained in accordance with the confidentiality requirements of Title II of GINA, which permit such information to be disclosed consistent with the requirements of FMLA.

Please refer to the FMLA policy for additional information and necessary forms.

CIVIC DUTY LEAVE

A. Jury Duty.

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Employees will be excused from regularly scheduled work for jury duty. If an employee’s jury duty is concluded prior to the completion of the employee’s regularly scheduled workday, he must return to work for the remainder of the workday. The County will compensate an employee who is called to, and reports for, panel and/or jury duty, at the employee’s straight-time hourly rate for the hours he was scheduled on that day. The employee must give the County prior notice of jury duty in order to receive his or her regular pay.

B. Work Related Proceedings.

Employees who are required by the County to appear in court or other proceeding on behalf of the County, will be paid at their appropriate rate of pay for hours actually worked. Employees must obtain prior approval from their supervisor before appearing in court or administrative proceedings on behalf of the County. Employees who receive a subpoena for work-related matters and have a concern regarding that subpoena should seek assistance from their supervisor, who may then contact the Prosecuting Attorney’s Office.

C. Personal Matters.

Employees who are required to appear in court on personal matters, or on matters unrelated to their employment with the County, must seek an approved vacation leave or unpaid leave of absence.

XXVI. VACATION AND PERSONAL LEAVE

A. Vacation Leave Accrual.

1. Full-time permanent County employees shall be entitled to vacation after completion of one full year of public employment in Ohio. Vacation time is credited each bi-weekly pay period at rates as established below in accordance with O.R.C. §§ 325.19 and 124.13 as applicable. An employee who is not in active pay status for part of a bi-weekly pay period shall earn a pro-rated amount of vacation leave for that period.

Completed Years of Service	Credit Earned Per Eighty (80) Hours Worked	Vacation Credit Earned for Yearly Hours	Equivalent Work Days
Less than one year	0	0	0
1 through less than 8 years	3.1	80	10
8 through less than 15 years	4.6	120	15
15 through less than 24 years	6.2	160	20
25 plus years	7.7	200	25

2. Employees after one year of public employment in Ohio who are regularly scheduled to work less than eighty (80) hours in a pay period will accrue vacation at a prorated amount of the standard rate multiplied by the ratio of his or her regular scheduled hours in a pay period to eighty (80) hours. Under no circumstances will an employee accrue vacation at a greater rate than the standard rate.
3. Vacation leave will accrue during periods of authorized paid leaves of absence but will not accrue while an employee is on unpaid leave status.
4. In accordance with O.R.C. § 9.44, employees may be entitled to prior service credit for time spent with the State of Ohio or any political subdivision of the State. It is the employee’s responsibility to provide necessary documentation of prior service.

B. Vacation Leave Use.

1. Vacation leave must be taken within twelve (12) months following an employee’s anniversary date. An Appointing Authority, at its sole discretion, may permit an employee to accumulate vacation for a period not to exceed three (3) years. Accrued vacation leave that is not taken within the time period permitted under this policy is forfeited.
2. Vacation requests should generally be received by the employee’s immediate supervisor in advance. Vacation requests will be granted on a first-come, first-serve basis and are subject to operational needs. Vacation time may be taken in one (1) hour increments.
3. The County may revoke vacation leave that has been approved if required by operational reasons.

C. Unused Vacation Leave.

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1. Upon separation from service with at least one (1) year of recognized public service, an employee is entitled to compensation at their current rate of pay for accrued but unused vacation.

D. Personal Days

Each calendar year beginning January 1, 2013, all non-bargaining employees in continuous employment with Delaware County for one full year of service shall be entitled to two personal days. Personal leave may be taken in increments of two-hours up to a full day. Personal days are subject to the approval of employee's supervisor based upon the operational needs of the department. To be eligible, the employee must have a banked balance of at least 120 hours of sick leave at the time the personal day is taken. Personal days will be deducted from the employee's sick leave balance. Personal days not used during the calendar year are forfeited and remain in the employee's accrued sick leave balance. At no time shall an employee receive a payout for unused personal days with the exception of applicable sick leave pay out provisions established by policy.

XXVII. HOLIDAYS

Full-time permanent employees are entitled to the following holidays with pay.

New Year's Eve Day (1/2 day holiday ~ County offices close at noon)
 New Year's Day
 Martin Luther King Day
 President's Day
 Memorial Day
 Independence Day
 Labor Day
 Little Brown Jug Day (1/2 day holiday ~ County offices close at noon)
 Veterans Day
 Thanksgiving Day
 Day after Thanksgiving Day
 Christmas Eve Day (1/2 day holiday ~ County offices close at noon)
 Christmas Day

Part time permanent employees shall be paid holiday pay (for above listed holidays) the average number of regularly scheduled hours per week prorated over five days (Example: an employee who averages 30 hours per week is entitled to six hours of holiday pay for a full day holiday and three hours for a half day holiday).

For non-continuous service employees, if the holiday falls on a Saturday, it shall be observed on the preceding Friday; if the holiday falls on a Sunday, it shall be observed on the following Monday. If the holiday occurs while an employee is on vacation leave, the vacation day will not be charged against such leave. An employee shall receive holiday pay rather than paid sick leave for any holiday which occurs when he is absent on sick leave. Holiday pay will not be given to any employee who is on a leave of absence without pay. An employee must be on approved leave status before and after the holiday in order to be eligible for holiday pay.

If the employee is required to work on a holiday, he/she shall receive his or her holiday pay plus pay for the time actually worked on the holiday. Holiday hours shall be considered as hours worked towards the forty hours required for overtime calculations for non-exempt employees.

UNPAID LEAVE

Employees may request an unpaid leave of absence for professional, educational, or other personal reasons. The County has sole discretion to grant or deny the leave. A personal leave of absence may be granted for one day to six months for any reason the County deems appropriate. Upon completion of approved unpaid leave, the employee will be returned to his or her former position or to a similar position within the same classification.

While on leave without pay status, an employee shall not accumulate paid leave or holiday pay. An employee on a non-FMLA unpaid leave of absence will be given COBRA notification regarding his or her health insurance benefits.

The County may revoke an unpaid leave of absence for business reasons upon one week's written notice to the employee that he / she must return to work. An employee on an unpaid leave of absence who is determined to be using the leave for purposes other than for which the leave was granted may be subject to disciplinary action and ordered to return to work immediately.

XXVIII. MILITARY LEAVE

Military leave is governed by O.R.C. Chapters 5903, 5906 and 5923 and the Uniformed Services Employment and Reemployment Rights Act (USERRA).

A. Paid Military Leave.

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County employees who are members of the Ohio organized militia or members of other reserve components of the armed forces, including the Ohio National Guard, are entitled to military leave. Employees requesting military leave must submit a written request to the County as soon as they become aware of such orders. Employees must provide the published order or a written statement from the appropriate military authority with the request for leave.

Pursuant to O.R.C. § 5923.05, employees are authorized up to twenty-two (22) eight (8)-hour working days or one hundred seventy-six (176) hours within a year. During this period, employees are entitled to receive their regular pay in addition to compensation from military pay. Any employee required to be serving military duty in excess of twenty-two (22) days or 176 hours in a year due to an executive order issued by the President of the United States or an act of Congress or by the Governor in accordance with law shall be entitled to a leave of absence. During this leave of absence, employees are entitled to be paid a monthly amount equal to the lesser of (1) the difference between the employee's gross monthly wage and his or her gross monthly uniformed pay and allowances received for the month, or (2) five hundred dollars (\$500). No employee is entitled to receive this benefit if the amount of gross military pay and benefits exceed the employee's gross wages from the County for that period.

Employees, who are on military leave in excess of twenty-two (22) days or one hundred seventy-six (176) hours in a year, may use their accrued vacation leave, personal leave or compensatory time while on military leave. Employees who elect this option shall accrue vacation leave and sick leave while on such paid leave.

For military leave up to twenty-two (22) days or one hundred seventy-six (176) hours in a calendar year, employees shall continue to be entitled to health insurance benefits as if they are working. These benefits shall continue beyond this period if the employee is on military leave and elects to utilize paid leave. Employees who exceed the twenty-two (22) days or one hundred seventy-six (176) hours and do not elect to utilize paid leave are not entitled to the health insurance benefits on the same basis as if they are working. In these circumstances, employees will be provided notice of their rights to continue this coverage at their cost in accordance with applicable law.

Also see Family and Medical Leave Act Policy

XXIX. PERSONNEL FILES

The County shall maintain personnel files for all County employees. Such files may include individual employment data, payroll information, schedules, records of additions or deductions, application forms, and records pertaining to hiring, promotion, demotion, transfer, layoff and termination. Personnel files shall be available to members of the public in accordance with the law. An employee shall have a right of reasonable inspection of his or her official personnel file. No personnel records shall be removed from the official records unless in accordance with state or federal law or in accordance with the County's retention of records policy.

When a public records request is made for an employee's records, the County will endeavor to inform the employee of the request in advance of the release of records. The County will make reasonable efforts to redact personal information, and other non-public information, from the files before release. Notifying the employee of the release may not result in an unreasonable delay in releasing the records pursuant to an appropriate request. Employees are responsible for taking legal action in the event they wish to prohibit release of the requested documents to the requesting individual or entity.

Employees must timely advise the County of any change in name, address, marital status, telephone number, number of tax exemptions, citizenship, or association with any government military service organization.

XXX. REHIRING RETIRED OPERS MEMBERS

A. County Employees Who Take OPERS Retirement May Be Rehired Subject To The Following.

1. In accordance with O.R.C. §145.381, if the retiring employee is subject to hire through a Board, then sixty (60) days prior to rehire in the same job from which the employee retired, the hiring Board must give public notice of the employee's intent to rehire. The hiring Board must then hold a public hearing on the issue between fifteen (15) and thirty (30) days prior to the retired employee's rehire date.
2. At the time of retirement, the employee must be paid all accrued vacation time. When rehired, the employee will begin accruing vacation as a new employee. The employee will not receive credit for prior years' service in determining the vacation accrual rate.
3. If the employee requests payment of sick leave upon retirement, the employee will start with a zero balance and accrue sick leave as a new employee. The employee will not be eligible for any future payment of unused sick leave earned during post-retirement employment.

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4. If the employee does not request payment of sick leave upon retirement, he may retain the sick leave balance for use when rehired provided his or her re-hire date is within ten years of his or her retirement. If the employee chooses not to request payout upon retirement, he shall not be eligible for any payment of unused sick leave upon separation from the post-retirement employment.
5. Employees who are rehired subsequent to taking OPERS retirement will receive no credit for prior service. Rehired employees will start a new period of classified service for the purpose of calculating service credits in the event of layoff or other action affecting their employment.
6. Employees are required to notify their employer of their retirement date. The County reserves the right to start a rehired employee at a newly negotiated rate of pay.

XXXI. AUDITOR OF STATE FRAUD REPORTING SYSTEM

The Ohio Auditor of State's Office maintains a system for reporting fraud, including the misuse of public money by any official or office. The system allows all Ohio citizens, including public employees, the opportunity to make anonymous complaints through a toll free number, the Auditor of State's website, or the United States mail. Contact information is as follows:

Telephone: 1-866-FRAUD OH (1-866-372-8364)
 US Mail: Ohio Auditor of State's Office
 Special Investigations Unit
 88 East Broad Street
 P.O. Box 1140
 Columbus, OH 43215
 Web: www.ohioauditor.gov

EMPLOYEE INFORMATION AND RECORDS

I. EMPLOYEE INFORMATION:

The appropriate Appointing Authority shall establish and maintain a personnel file for each employee. The employee is responsible for providing the employer with the following information: the employee's legal name, address, telephone number, social security number, tax exemptions, affiliation with any branch of the armed services, the name and phone number of a person to contact in case of an emergency, loss of licensure or insurability, if applicable, and, any other requested information. In addition to providing this information, the employee is also responsible for promptly reporting any change in the information.

In the event the employer must send correspondence or other documentation to an employee who is on leave, the employer will mail the document to the last known address listed in the employee's personnel file. An employee will be considered to have constructive notice of any correspondence or documentation mailed to his last known address.

II. RELEASE OF RECORDS:

With the exception of certain law enforcement entities, the County, as well as, its employees is subject to the mandates of Chapter 1347 of the Ohio Revised Code regarding personal information systems. The County maintains records that are manually stored and records that are stored using electronic data processing equipment. Records maintained by the County include personal information (i.e. employee information required above).

[Fill in position] is appointed to be directly responsible for the County's personal information systems. The County understands that it creates, receives, and maintains sensitive and private information, and will ensure that it collects, maintains, and uses only personal information that is necessary and relevant to the functions of the County. Personal information maintained by the County shall not be modified, destroyed, or disclosed without the approval of [Fill in position]. The County will continually monitor the personal information system, and make necessary adjustments to ensure the system's accuracy. Employees will be trained on the use of personal information, including review of this policy. Employees who use personal information in an unauthorized manner shall be subject to the County's disciplinary policy.

Records maintained by the County that are not defined as "public records" in §149.43 of the Ohio Revised Code or other applicable provisions of law, shall not be released from an employee's personnel file unless specifically authorized by such employee in writing. Pursuant to applicable law, medical records are not public records and are maintained in a separate file. Records maintained by the County that are defined as public records shall be released in accordance with law. The County will attempt to give employees at least twenty-four hours notice before releasing their personal information in response to a public records request.

III. REVIEW OF FILE:

Each employee shall have the right, with reasonable notice, to examine his personnel file. Such examination

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shall be made on non-work time or at some other mutually agreeable time. If an employee disputes the accuracy, timeliness, relevance, or completeness of documents in her file, he may submit a written request that the appointing authority investigate the current status of the information. The appointing authority will make a reasonable investigation to determine the accuracy, timeliness, relevance, and completeness of the file, and will notify the employee of the results of the investigation and any plans the appointing authority has to take action with respect to the disputed information.

Employees are not permitted to alter, add or remove documents or other information contained in their personnel files absent express authorization from the appropriate appointing authority. An employee who alters, adds or removes documents or information from his personnel file without prior approval may be subject to discipline. Employees may submit a statement to be attached to any disputed document.

PERSONNEL POLICY MANUAL

I acknowledge receipt of this manual and understand and agree that I am responsible for knowing its contents and for keeping it updated. I also understand that this manual is County property that must be returned to the Appointing Authority when I separate from employment with the County.

I further acknowledge and understand that this manual does not create a contract of employment with the County for any purpose. I agree and understand that any and all provisions of this manual may be modified or eliminated, without advance notice to me, at any time.

Issued To: _____
 Signed: _____
 Date Received: _____

Vote on Motion Mr. Stapleton Aye Mr. Merrell Aye Mr. O'Brien Aye

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Stapleton

- Tuesday, Will Attend An Ohio Council Of Associations Event At The State House
- The State House Is Budgeting Money To Have Their Budgets Available On The Internet. (Last Year Commissioner Stapleton Tried To Find Support In Delaware County For This)
- Selected To Attend A Washington DC Leadership Conference
- Congratulations To Dust Ensinger, Gazette Reporter

Commissioner Merrell

- Attended Habitat For Humanity Event
- Supports Effort Of Margaret Ann Ruhl, Ohio House Of Representatives 68th District; Looking Into Using Natural Gas For Vehicle Fuel

Commissioner O'Brien

- Attended the Big Walnut Trade Show
- Attended and Participated in the Regional Planning Meeting On Thursday

Tim Hansley, County Administrator, Reports And Comments

- Staff Is Working On Draft Of The Contract For The Facilities Study
- Al Myers, Fair Board, Will Be Attending Session On Thursday
- Reviewing Report From Wednesday's Planning Session
- Drafting Of Letter In Response To A Delaware City Letter

RESOLUTION NO. 13-450

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT; PROMOTION AND COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

It was moved by Mr. Stapleton, seconded by Mr. Merrell to adjourn into Executive Session at 10:35AM.

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mr. Stapleton Aye

RESOLUTION NO. 13-451

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Merrell, seconded by Mr. O'Brien to adjourn out of Executive Session at 11:33AM.

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Vote on Motion Mr. Merrell Aye Mr. O'Brien Aye Mr. Stapleton Absent*

*Due to a prior commitment Commissioner Stapleton was absent of the adjourning of executive session.

There being no further business, the meeting adjourned.

1:30 PM Special Session

**1:30 PM Viewing for Joint Board of Board of Delaware and Union County
Commissioners, for Drainage Petition Filed By The City Of Columbus
Department Of Public Utilities, At 10065 Tawa Road Richwood, OH
43344 (Taway Rd becomes Tawa Rd/CR-264)**

Gary Merrell

Ken O'Brien

Dennis Stapleton

Jennifer Walraven, Clerk to the Commissioners