

COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 15, 2014

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

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

RESOLUTION NO. 14-542

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MAY 12, 2014:

It was moved by Mr. Stapleton, seconded by Mr. O’Brien to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in regular session on May 12, 2014; and

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

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

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

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 14-543

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0514:

It was moved by Mr. Stapleton, seconded by Mr. O’Brien to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0514 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO Increase</b>			
AEP	ELECTRIC SERVICE	66211903-5338	\$227,000.00
AEP	ELECTRIC SERVICE	66211904-5338	\$410,000.00
<b>PO Decreases</b>			
AEP ENERGY	ELECTRIC SERVICE	66211903-5338	\$227,000.00
AEP ENERGY	ELECTRIC SERVICE	66211904-5338	\$410,000.00

<b>PR</b>	<b>Vendor Name</b>	<b>Line Description</b>	<b>Line Account</b>	<b>Amount</b>
<b>Number</b>				
<b>– SERVICE AND CHARGES</b>				
R1403806	HILLS BLACKTOP INC	EMS 4 - ASPHALT REPAIR AND SEAL COAT	40111402-5328	\$12,180.00

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

RESOLUTION NO. 14-544

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

It was moved by Mr. Stapleton, seconded by Mr. O’Brien to approve the following:

The Director of the Child Support Enforcement Agency is requesting that Wendy Shannon and Leslie Owens attend a regional hearing officer meeting at the Knox County JFS on May 22, 2014 at no cost.

The Administrative Services Department is requesting that Dawn Huston, Brad Euans, Molly Levings, Mindy Owen and Cindi Blair attend the Ohio Public Employer Labor Relations Association Summer Workshop in Columbus, Ohio June 6, 2014, at the cost of \$175.00 (fund number 60111901).

Environmental Services is requesting that Eric Kletrovetz, Matt Lambert and Tiffany Jenkins attend the County

COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 15, 2014

Sanitary Engineers Association of Ohio (CSEAO) Annual Summer Meeting in Columbus, Ohio from June 16-17, 2014 at the total cost of \$285.00 from org key 66211901.

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

RESOLUTION NO. 14-545

IN THE MATTER OF ACCEPTING THE TREASURER’S REPORT FOR THE MONTH OF APRIL 2014:

It was moved by Mr. Stapleton, seconded by Mr. O’Brien to accept the Treasurer’s Report for the month of April 2014:

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

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

RESOLUTION NO. 14-546

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM AGENT FOR THE PETITIONERS, THOMAS L. HART, REQUESTING ANNEXATION OF 5.147 ACRES OF LAND IN LIBERTY TOWNSHIP TO THE CITY OF POWELL:

It was moved by Mr. Stapleton, seconded by Mr. O’Brien to acknowledge that on May 9, 2014, the Clerk to the Board of Commissioners received an annexation petition request to annex 5.147 acres from Liberty Township to the City of Powell.

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

RESOLUTION NO. 14-547

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE BOARD OF DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY TREASURER AND POINT AND PAY FOR FINANCIAL TRANSACTION DEVICES:

It was moved by Mr. Stapleton, seconded by Mr. O’Brien to approve the following:

Whereas, the Delaware County Treasurer recommends approval of the agreement with Point and Pay for Financial Transaction Devices;

Therefore Be It Resolved, that the Board of Commissioners approves the agreement with Point and Pay for Financial Transaction Devices.

POINT & PAY, LLC  
E-PAYMENT SERVICES AGREEMENT

Parties

Point & Pay, LLC ("PNP")  
A subsidiary of NAB, doing business in Delaware

Terms

SECTION 1                      E-PAYMENT SERVICES

1.1                      Access to Payment Modules

1.1.1 Pursuant to this E-Payment Services Agreement (this "**Agreement**"), PNP grants Client a limited, non-exclusive, nontransferable and terminable license for the duration of the Term to use the electronic payment services (the "**Services**") and payment modules (each, a "**Module**") chosen in the attached client application ("**Client Application**") to enable Client's customers ("**Customers**") to make payments to Client using a Payment Device. "**Payment Device**" means the payment type(s) chosen by Client on the Client Application. A description of all Modules, Services, training and support offered by PNP is attached as Exhibit A(the "**Services Description**").

1.1.2 At the time of Client's execution of this Agreement, Client shall also return the completed Client Application to PNP. Subject to the terms and conditions of this Agreement, the Services may be also be used by the affiliated offices, bureaus, agencies or departments of Client ("**Affiliates**"). Each Affiliate shall complete a Client Application prior to commencement of the Services.

**COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 15, 2014**

---

**1.2 Client Representatives**

PNP will provide Client's authorized representatives with a logon and password to access the Counter Module. Client shall be solely responsible for maintaining the confidentiality and security of the logons and passwords provided by PNP. Client will cause each of its representatives to change the initial password, keep the passwords confidential, refrain from sharing passwords and/or logon information with any unauthorized user, and use no other password to access the Counter Module. PNP shall be entitled to rely on any communications it receives under Client's passwords, logon information, and/or account number as having been sent by Client, without conducting any further checks as to the identity of the user of such information. PNP will not be responsible for the operability or functionality of any of Client's computer equipment, system, browser or Internet connectivity.

**1.3 Payment Device Transactions**

All Payment Device transactions using the Services will be processed through a secured link. The parties to each Payment Device transaction will be the Customer cardholder, the Client and PNP.

**1.4 Trademark License**

PNP grants Client a limited, non-exclusive, non-transferable license to use the PNP trademarks, service marks and logos provided by PNP to Client (the "**Trademarks**") solely in connection with Client's promotion of the Services to Customers. Client shall not alter the Trademarks nor use the Trademarks in any way which is disparaging, dilutive or otherwise adversely affects the reputation of PNP.

**1.5 Client Logo License**

Client grants PNP a limited, non-exclusive, non-transferable license to use its applicable logos, copyrighted works and trademarks ("**Client Marks**") solely in connection with the Services provided to Client. Client shall provide the Client Marks to PNP for use with the Services. Client represents that it has all intellectual property rights required for Client's and PNP's use of Client Marks, and shall indemnify PNP against any third party claims that the Client Marks infringe the intellectual property rights of a third party.

**SECTION 2 COMPENSATION**

**2.1 Services Transaction Fee**

PNP will charge the transaction fee to use the Services set forth on the Client Application. If Services fees are charged directly to Customers by PNP, Customers will receive a notice each time they use the Services stating that the Services are provided by PNP and that a convenience fee is charged for use of the Services. PNP may change the amount of such fee by notifying Client of such new amount at least thirty (30) days prior to such change.

**2.2 Activation Fee**

PNP shall waive the one-time Activation Fee set forth on the Client Application. If the Activation Fee or any portion of the Activation Fee is waived by PNP and the Client does not implement the Service under this Agreement within six months after the Effective Date, other than due to a material breach by PNP, the waived portion of the Activation Fee shall become immediately due and payable.

**2.3 Charge-backs and Returns**

Unless otherwise specified in the Client Application, PNP will set off (a) the amount of any charge-backs, refusals to pay and returns from any amounts otherwise owing by PNP to Client and (b) a transaction handling fee for charge-backs and non-sufficient funds (NSF) as specified in the Client Application

**2.4 ACH Debit of Fees**

Client hereby authorizes PNP, and any subsidiary or successor thereof, solely with respect to amounts due pursuant to this Agreement and any subsequent agreements between Client and PNP, including but not limited to service fees, transaction fees, charge-backs and returns as set forth in Sections 2.1 and 2.3 of this Agreement, to initiate Automated Clearing House (ACH) Authorizations to credit and debit Client's bank account as set forth on the Banking Authorization Form attached hereto as Exhibit B or otherwise provided by Client. Client acknowledges that it will be subject to a \$25 reject fee if items are returned for insufficient funds.

**SECTION 3 INTELLECTUAL PROPERTY; CONFIDENTIALITY**

**3.1 No Transfer or License**

Except for the rights expressly granted to Client in this Agreement, no PNP Intellectual Property Right is transferred or licensed to Client pursuant to this Agreement, by implication or otherwise. PNP reserves and retains all rights, title and interests in and to the PNP Intellectual Property Rights, and all copies, revisions, modifications, updates, and upgrades thereof. Client agrees not to remove, alter or destroy any copyright, patent notice, trademark or other proprietary markings or confidential legends placed on or within any portion of the PNP Intellectual Property Rights. For purposes of this Agreement, "**Intellectual Property Rights**" means all the intellectual property, industrial and other proprietary rights, protected or protectable, under the laws of the United States, any foreign country, or any political subdivision thereof, including (a) all trade names, trade dress, trademarks, service marks, logos, brand names and other identifiers, (b) copyrights, moral rights (including rights of attribution and rights of integrity), (c) all trade secrets, inventions, discoveries, devices, processes, designs, techniques, ideas, know-how and other confidential or proprietary information, whether or not reduced to practice, (d) all domestic and foreign patents and the registrations, applications, renewals, extensions and continuations (in whole or in part) thereof, and (e) all goodwill associated with any of the

**COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 15, 2014**

---

foregoing and (f) all rights and causes of action for infringement, misappropriation, misuse, dilution or unfair trade practices associated with (a) through (d) above.

### **3.2 Ownership and Use of PNP Materials**

Any software developed by or on behalf of PNP for use in connection with the Services remains the exclusive property of PNP. Client will not sell, transfer, barter, trade, license, modify or copy any such software. Web pages accessible through use of the Services are the copyrighted intellectual property of PNP and may not be copied in whole or part by anyone. Any training materials (including, but not limited to, webinars and manuals) provided to Client by PNP shall remain the exclusive property of PNP. PNP grants Client and Client's personnel a limited, nonexclusive, non-transferrable license to use and to make copies of the training materials with its personnel solely in connection with the Services. Training materials may not be modified by Client or its personnel or disclosed to any third party, including Client's end-user customers. Client shall ensure all personnel shall complete and review all training materials prior to using the Services.

### **3.3 Reverse Engineering**

Client will not reverse engineer, reverse assemble, decompile or disassemble any of PNP's intellectual property, nor will Client attempt to do so or enable any third party to do so or otherwise attempt to discover any source code, modify the Service in any manner or form, or use unauthorized modified versions of the Service, including (without limitation) for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to the Service. Client is expressly prohibited from sublicensing use of the Service to any third parties. If Client becomes aware that any person has engaged or is likely to have engaged in any of the activities described in this Section 3.3, Client will promptly notify PNP.

### **3.4 Confidential Information**

**3.4.1** Any Confidential Information provided by PNP to Client pursuant to this Agreement will remain the exclusive property of PNP. Client will disclose such Confidential Information only to those of its representatives and employees who need to know such Confidential Information for purposes of performing this Agreement, who are informed of the confidential nature of the Confidential Information and who agree, for the benefit of PNP, to be bound by the terms of confidentiality in this Agreement. Client will, and will cause each of its representatives and employees, to keep confidential and not to disclose in any manner whatsoever any Confidential Information provided by PNP pursuant to this Agreement, and not to use such Confidential Information, in whole or in part, directly or indirectly, for any purpose at any time other than for the purposes contemplated by this Agreement. Notwithstanding the foregoing, if Client is a city, county, township or similar entity, or government agency or department thereof, Client may disclose Confidential Information as necessary to comply with applicable public records laws.

**3.4.2** For purposes of this Agreement, "**Confidential Information**" means all nonpublic or proprietary information of PNP, including proprietary, technical, development, marketing, sales, operating, performances, cost, know-how, business and process information, computer programs and programming techniques, security features (including, without limitation, multilevel access and log-in features, audit trail setup, interfaces between the Counter Module and the Internet or IVR Modules), all record bearing media containing or disclosing such information and techniques, and anything marked confidential, that is disclosed by PNP to Client pursuant to this Agreement. Confidential Information also includes the terms and conditions of this Agreement. Excluded from this definition is any and all information designated by Ohio law to be subject to disclosure under a valid public information request.

### **3.5 Exclusions**

The term Confidential Information will not apply to information that: (a) is or becomes generally available to the public other than as a result of a disclosure by Client in breach of this Agreement; (b) was within Client's possession prior to its disclosure by or on behalf of PNP, provided that the discloser of such information was not known by Client to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, PNP with respect to such information; (c) becomes available to Client on a non-confidential basis from a source other than PNP, provided that such source is not known by Client to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, PNP with respect to such information; or (d) is developed independently by Client, as demonstrated by the written records of Client, without use of such information. The confidentiality obligations of Client pursuant to this Agreement will not apply to any Confidential Information of PNP that Client is legally compelled to disclose. In the event Client becomes legally compelled to disclose any Confidential Information provided pursuant to this Agreement, Client will provide PNP with prompt written notice so that PNP may seek a protective order or other appropriate remedy or waive compliance with the confidentiality provisions of this Agreement.

### **3.6 Failure to Comply**

If Client fails to comply with any of its obligations pursuant to this Section 3, PNP will have the right to immediately terminate this Agreement by providing written notice of such termination to Client.

### **3.7 Survival**

The rights and obligations of the parties provided for in this Section 3 will survive any expiration or termination of this Agreement or its term.

## **SECTION 4 WARRANTIES; DISCLAIMER**

**COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 15, 2014**

---

**4.1 Warranties**

**4.1.1** Each party represents and warrants that it has the full legal right, authority and power to enter into this Agreement and perform its obligations hereunder.

**4.1.2** PNP represents and warrants that the Services will be provided in a professional, workman-like manner consistent with industry standards.

**4.2 Disclaimers**

**4.2.1** PNP does not represent that Client's or its Customers use of the Services will be uninterrupted or error-free, or that the system that makes the Services available will be free of viruses or other harmful components resulting from the Internet or any third party providers or products outside the control of PNP.

**4.2.2** EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION 4, PNP DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE SERVICE IS PROVIDED TO CLIENT ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND IS FOR COMMERCIAL USE ONLY.\

**SECTION 5 LIMITATIONS OF LIABILITY AND OBLIGATION**

**5.1 Damages and Liability Limit**

EXCEPT AS SET FORTH IN SECTION 5.6, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY IN CONNECTION WITH THIS AGREEMENT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY RELEASES THE OTHER PARTY AND ALL OF THE OTHER PARTY'S AFFILIATES, EMPLOYEES, AND AGENTS FROM ANY SUCH DAMAGES. IN NO EVENT WILL PNP HAVE OR INCUR ANY LIABILITY TO CLIENT OR ANY THIRD PARTY IN EXCESS OF THE GREATER OF THE LIMITS OF ANY APPLICABLE INSURANCE POLICY OR THE AGGREGATE COMPENSATION RECEIVED BY PNP FOR THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO A CLAIM FOR SUCH LIABILITY. THE FOREGOING EXCLUSIONS AND LIMITATIONS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

**5.2 Refusals of Payment**

PNP will not be liable for charge-backs or other refusals of payment initiated by any Customer. All such charge-backs and other refusals of payment will be refunded by PNP to the Customer and Client will mark and otherwise treat the related Customer account as "unpaid."

**5.3 Errors and Omissions**

PNP will not be liable for any errors or omissions in data provided by Client or Customers. Client will be responsible for the accuracy of data provided to PNP for use in providing the Services.

**5.4 Bank Actions**

PNP will not be liable for any errors, omissions or delays attributable to the acts or omissions of any bank or other third party involved in the processing of any Payment Device payment.

**5.5 Insurance**

PNP shall carry and maintain throughout the life of the Contract such bodily injury and property damage liability insurance 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, as will protect it and the Indemnified Parties against any and all claims for personal injury, including death, or property damage, which may arise out of or result from the performance of or operations under this Contract or from the use of any vehicle(s) in connection therewith, and shall include coverage for indemnification as described above.

Prior to commencement of this Contract, PNP shall present to the Board current certificates of insurance, and shall maintain current such insurance during and throughout the entire term of this Contract. Said insurance shall, at a minimum, be of a type which is customary in the industry and shall provide coverage in an amount that is both customary in the industry and equal to and covering all sums which PNP may or shall become legally obligated to pay as damages. PNP shall be responsible for any and all premiums for such policy(ies).

In addition to the rights and protections provided by the insurance policies as required above, Client shall retain any and all such other and further rights and remedies as are available at law or in equity.

**5.6 Indemnity**

**COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 15, 2014**

---

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

#### **5.7 Assessment of Chargebacks; Debit Card Rate**

PNP agrees that any and all charges associated with insufficient funds, chargebacks, stopped payments, refunds, and anything of a similar nature are not the responsibility of Delaware County, and its sole recourse is against the Customer that used or attempted to use the credit or debit card, or eCheck. In addition, PNP agrees to charge the Customer for debit charge purchases at the same rate as it charges customers for using eCheck services.

### **SECTION 6 CARDHOLDER DATA SECURITY**

To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program (PCI-DSS") in effect and as may be amended from time to time during the term of the Agreement. The current PCI-DSS specifications are available on the PCI Security Standards Council website at <https://www.pcisecuritystandards.org>.

### **SECTION 7 EXCLUSIVITY**

Client agrees that PNP will be the exclusive, provider of fee-based electronic payment services of the office of the Delaware County Treasurer and that Client will not procure similar such services from any other party. PNP understands that this agreement does not otherwise bind Delaware County, its employees, elected officials, offices, departments, divisions, and/or agencies to use PNP as an exclusive provider.

### **SECTION 8 TERM AND TERMINATION**

#### **8.1 Term**

The initial term of this Agreement will commence on the Effective Date and will end on the third<sup>(3rd)</sup> anniversary of the Effective Date (the "**Initial Term**"). This Agreement will automatically renew for successive one (1)-year terms (each, a Renewal Term," and the Initial Term and any Renewal Term may be referred to as a **Term**"). The term of this Agreement will terminate at the end of the Initial Term or any subsequent Renewal Term if either party provides written notice of such termination to the other party at least sixty (60) days prior to the expiration of the applicable Term. PNP agrees during the term of the agreement that it will not change the fees assessed to either the Customers or Client, as set forth in Point and Pay Application agreement executed by the Treasurer of Delaware County, without the consent of the Client. The parties agree that the Point and Pay Application is incorporated into this agreement as if part of this contract.

#### **8.2 In the Event of Breach; Effect on Affiliates**

**8.2.1** Subject to the opportunity to cure set forth below, either party may terminate this Agreement upon sixty (60) days written notice to the other party in the event of a material, uncured breach of any provision of this Agreement by the other party. Such notice by the complaining party shall expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the alleged breaching party a meaningful opportunity to cure such alleged breach (**Notice**).

**8.2.2** Following receipt of Notice, the alleged breaching party shall have sixty (60) days to cure such alleged breach. Upon termination or expiration of this Agreement, Client shall have no rights to continue use of the Service or the Modules. Expiration or termination of the Agreement by Client or PNP shall also terminate the Affiliates' rights under the Agreement unless otherwise agreed by the parties in writing. PNP may terminate the Agreement solely with respect to an individual Affiliate without affecting the rights and obligations of Client and other Affiliates under the Agreement.

**8.3 Modification to or Discontinuation of the Service** PNP reserves the right at any time and from time to time to modify, temporarily or permanently, the Service (or any part thereof). In addition, PNP will have the right to discontinue accepting any Payment Device by providing not less than ten (10) days' written notice to Client. In the event that PNP modifies the Service in a manner which removes or disables a feature or functionality on which Client materially relies, PNP, at Client's request, shall use commercially reasonable efforts to substantially restore such functionality to Client. In the event that PNP is unable to substantially restore such functionality within sixty (60) days, Client shall have the right to terminate the Agreement. Client acknowledges that PNP reserves the right to discontinue offering the Service and any support at the conclusion of Client's then-current Term. Client agrees that PNP shall not be liable to Client nor to any third party for any modification of the Service as described in this Section.

COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 15, 2014

---

**SECTION 9 PAYMENT DEVICE TRANSACTION DEPOSITS**

The exact amount of each approved Payment Device transaction will be electronically deposited into the Client bank account identified on the Client Application. PNP shall initiate such deposits as specified on the attached Client Application. PNP will provide Client's authorized employees with access to PNP's online transaction reports for reconciliation purposes.

**SECTION 10 FORCE MAJEURE**

PNP will not be responsible for its failure to perform under this Agreement due to causes beyond its reasonable control, including acts of God, wars, riots, revolutions, acts of civil or military authorities, terrorism, fires, floods, sabotage, nuclear incidents, earthquakes, storms, or epidemics. If the provision of Services under this Agreement is delayed by such an event or condition. PNP will promptly notify Client thereof. PNP will use commercially reasonable efforts to overcome any such cause for delay as soon as is reasonably practicable.

**SECTION 11 GOVERNING LAW**

This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Ohio without reference to its conflicts of law principles. All actions arising from this contract must be brought in the appropriate court in Delaware County, Ohio.

**SECTION 12 NOTICES**

All notices or other communications required or permitted by this Agreement must be in writing and will be deemed to have been duly given when delivered personally to the party for whom such notice was intended, or upon actual receipt if sent by facsimile or delivered by a nationally recognized overnight delivery service, or at the expiration of the third day after the date of deposit if deposited in the United States mail, postage pre-paid, certified or registered, return receipt requested, to the respective parties at:

If to Client:

Jon Peterson  
Delaware County Treasurer 140 N. Sandusky St.  
Delaware, Ohio 43015

to PNP: Point & Pay, LLC 110 State St. E, Suite Oldsmar, FL 34677

**SECTION 13 Anti-Discrimination Clauses.**

PNP warrants and agrees to the following:

- A. That in the hiring of employees for the performance of work under this Contract or any subcontract, PNP shall not, by reason of race, color, religion, sex, sexual orientation. Vietnam-era veteran status, age, handicap, national origin, or ancestry, discriminate against any citizen of this state in the employment of a person qualified to perform the work in which this Contract relates; and,

That neither PNP nor any of its subcontractors or any person acting on behalf of PNP shall, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Contract on account of race color, religion, sex, sexual orientation. Vietnam-era veteran status, age, handicap, national origin or ancestry; and,

PNP warrants that it has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as defined in section 122.71 of the Ohio Revised Code. Annually, the Contractor shall file a description of the affirmative action program and a progress report on its implementation with the Ohio Civil Rights Commission and the Minority Business Development Office established under section 122.92 of the Ohio Revised Code.

**MISCELLANEOUS**

The headings of sections and subsections of this Agreement are for convenience of reference only and will not be construed to alter the meaning of any provision of this Agreement. PNP is an independent contractor and nothing in this Agreement will be deemed to create any agency, employee-employer relationship, partnership, franchise or joint venture between the parties.

Except as otherwise specifically provided in this Agreement, neither party will have, or represent that it has the right, power or authority to bind, contract or commit the other party or to create any obligation on behalf of the other party. Each of the parties will have any and all rights and remedies available to them under all applicable laws. The remedies provided for in this Agreement will be deemed to be non-exclusive and in addition to any other available remedy at law or in equity. All rights and remedies are cumulative and may be exercised singularly or concurrently. Client may not assign or transfer any of its rights or delegate any of its obligations under this Agreement to any third party, by operation of law or otherwise, without the prior written consent of PNP. Any attempted assignment or transfer in violation of the foregoing will be void. This Agreement will be binding upon, and inure to the benefit of, the successors and permitted assigns of the parties. Client shall comply with all applicable laws, rules, treaties, and

**COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 15, 2014**

---

regulations in its performance of this Agreement. If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, the remaining provisions of this Agreement will not be affected and the illegal, invalid, or unenforceable provision will be deemed modified such that it the intention of the parties to the fullest extent possible. No amendment or modification of this Agreement will be effective unless it is in writing and executed by both of the parties. Nothing contained in this Agreement establishes, creates, or is intended to or will be construed to establish or create, any right in or obligation to any third party. This Agreement, the Exhibit(s) and the Client Application set forth the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous understandings and agreements, whether written or oral, between the parties with respect to such subject matter. Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf. PNP agrees to comply with all applicable state and federal laws regarding drug-free environment and shall have established and have in place a drug free workplace policy. PNP shall make a good faith effort to ensure that all of its employees will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

**Exhibit A  
Services Description**

The following is a description of all Services and Modules offered by PNP. PNP shall provide the Services to Client and its end-user customers via the specific Modules and Payment Devices chosen by Client in the Client Application. Applicable fees, if any, for Client's elections are set forth on the Client Application. The Services include support and training outlined below at no additional charge to Client.

**Service Modules**

- . **Counter Module.** The Counter Module allows customers to make payments to Client in a face-to-face environment or over the phone using a Payment Device. PNP will issue unique confirmation numbers to customers who have completed a payment transaction using the Counter Module. The Counter Module also enables Client's staff to access reports via the web. The Counter Module is required to access the PNP Services. The Counter Module may be used in conjunction with or independently of point-of-sale (POS) terminals.

**Web Module.** The Web Module allows customers to make payments to Clients online using a Payment Device via a secure website hosted by PNP. Customers who elect to make payments via the Internet can follow a link from the Client website to the Client-branded, PNP-hosted web pages to submit a payment. PNP will issue unique confirmation numbers to customers who have completed a payment transaction using the Web Module. PNP shall create the Client-branded, PNP-hosted web pages at no additional charge. Client may elect bill presentment and account validation functionality for the one-time set-up fee set forth on the Client Application under Data File Integration."

**Interactive Voice Response (IVR) Module.** The IVR Module allows Customers to make payments to Clients over the phone using a Payment Device. The Customer calls a toll-free phone number provided and managed by PNP to access the Client branded IVR. The IVR system recognizes Customer instructions through making a payment; the phone keypad is used to enter Payment Device numbers. The IVR system is configured and tested by PNP. PNP will issue unique confirmation numbers to customers who have completed a payment transaction using the IVR Module. Election of the IVR Module includes a Client-branded IVR environment and, if applicable, Client shall pay the one-time IVR set-up fee for the IVR Module set forth on the Client Application. In addition, Client may elect to have bill presentment and account validation functionality enabled through the IVR for the one-time set-up fee on the Client Application under Data File Integration."

**CUSTOMER PAYMENT DEVICES**

Each of the Modules can provide the Customer with the ability to pay by Credit Card, Debit Card and/or Electronic Check.

**Training**

PNP shall provide instruction manuals and up to four (4) hours of webinar training to Client and Client personnel in connection with the Modules chosen by Client.

**Support**

The following support shall be provided to Client and Client's customers at no additional charge during the term of the Services:


First Level Support. PNP shall provide first-level support to Customers via PNP's call center. Customer service representatives shall be available 8a.m. EST to 10 p.m. EST M-F, to handle customer inquiries.  
Second Level Support. PNP shall provide first-level support to Client via telephone. Second level support shall be available Monday through Friday during normal business hours.

Support availability shall be exclusive of downtime due to scheduled maintenance or events out of PNP's control. Support for the Products may be modified, suspended or terminated in PNP's sole discretion upon prior written notice.



COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 15, 2014

Exhibit B  
Client Banking Application, Client Application, Product Worksheet

 <b>New Product Worksheet</b>		<b>Client Name</b> Delaware County, OH									
		<b>Client Code (if available):</b>									
Name of Product/Payment Type: <b>Real Estate Property Tax</b>											
Total Collections for Payment Type: \$											
Average Payment Amount: \$											
Highest Payment Amount: \$											
<b>Classification:</b>											
<div><input checked="" type="checkbox"/> Tax (MCC 9311)<input type="checkbox"/> Ambulance (MCC 4119)<input type="checkbox"/> Colleges (MCC 8220)</div> <div><input type="checkbox"/> Utility (MCC 4900)<input type="checkbox"/> Insurance (MCC 6300)<input type="checkbox"/> Other – Please Describe:</div> <div><input type="checkbox"/> Gov. Services (MCC 9399)<input type="checkbox"/> Membership Club ( 7997)</div>											
<b>Payment Types:</b>											
<div><input checked="" type="checkbox"/> Visa, MasterCard, Discover<input checked="" type="checkbox"/> Electronic Check</div> <div><input checked="" type="checkbox"/> AMEX<input checked="" type="checkbox"/> Visa Debit Tax Program</div>											
<b>Channels:</b>											
<div><input checked="" type="checkbox"/> Web (E-Commerce)<input checked="" type="checkbox"/> Counter PNP (Retail)<input type="checkbox"/> Other – Please Describe:</div> <div><input checked="" type="checkbox"/> IVR (Direct Marketing)<input type="checkbox"/> Counter Other (3rd Party)</div>											
<b>Technical Integration and Data Transfer:</b>											
<div><input type="checkbox"/> Parameter Passing<input type="checkbox"/> File Exchange/Lookup BDIT<input type="checkbox"/> Post Back</div> <div><input type="checkbox"/> API<input type="checkbox"/> Real Time Lookup (RTL)<input type="checkbox"/> Revenue File (RFG) (Email or FTP)</div> <div><input type="checkbox"/> Duplicate Payment Prevention<input type="checkbox"/> Daily Transaction File</div>											
Unique Consumer Identifier (If multiple, use attachment):		Account Number									
Software Vendor / Contact Info: TR-											
<b>Transaction Fees:</b>											
<div><input type="checkbox"/> Fees Absorbed by Client<input checked="" type="checkbox"/> Fee Paid by Customer<input type="checkbox"/> Other (See Notes)</div> <table><tr><td><input type="checkbox"/> Credit Card – Flat Fee \$</td><td><input checked="" type="checkbox"/> E-check – Flat Fee \$2.50 \$10.00 over \$10,000</td><td rowspan="4"><input type="checkbox"/> Credit Card - Tiered Fees: Describe: 0-50 = \$ 50.01-100= \$ Each Additional \$100.00 = \$ Each Additional \$50.00 = \$</td></tr><tr><td><input checked="" type="checkbox"/> Credit Card - Percentage Fee 2.5%</td><td><input checked="" type="checkbox"/> Echeck – Returned Item Fee \$0</td></tr><tr><td><input checked="" type="checkbox"/> Credit Card - Minimum Fee \$2.00</td><td></td></tr><tr><td><input checked="" type="checkbox"/> Credit Card - Chargeback Fee \$0</td><td><input checked="" type="checkbox"/> Visa Tax Program –Debit \$3.95</td></tr></table>			<input type="checkbox"/> Credit Card – Flat Fee \$	<input checked="" type="checkbox"/> E-check – Flat Fee \$2.50 \$10.00 over \$10,000	<input type="checkbox"/> Credit Card - Tiered Fees: Describe: 0-50 = \$ 50.01-100= \$ Each Additional \$100.00 = \$ Each Additional \$50.00 = \$	<input checked="" type="checkbox"/> Credit Card - Percentage Fee 2.5%	<input checked="" type="checkbox"/> Echeck – Returned Item Fee \$0	<input checked="" type="checkbox"/> Credit Card - Minimum Fee \$2.00		<input checked="" type="checkbox"/> Credit Card - Chargeback Fee \$0	<input checked="" type="checkbox"/> Visa Tax Program –Debit \$3.95
<input type="checkbox"/> Credit Card – Flat Fee \$	<input checked="" type="checkbox"/> E-check – Flat Fee \$2.50 \$10.00 over \$10,000	<input type="checkbox"/> Credit Card - Tiered Fees: Describe: 0-50 = \$ 50.01-100= \$ Each Additional \$100.00 = \$ Each Additional \$50.00 = \$									
<input checked="" type="checkbox"/> Credit Card - Percentage Fee 2.5%	<input checked="" type="checkbox"/> Echeck – Returned Item Fee \$0										
<input checked="" type="checkbox"/> Credit Card - Minimum Fee \$2.00											
<input checked="" type="checkbox"/> Credit Card - Chargeback Fee \$0	<input checked="" type="checkbox"/> Visa Tax Program –Debit \$3.95										
<b>Setup Fees:</b>											
<input checked="" type="checkbox"/> Setup Fee: 0 <input checked="" type="checkbox"/> Integration Fee: 0 <input checked="" type="checkbox"/> IVR Fee: 0 <input type="checkbox"/> Other Fee:											
Notes:		Client Initial:									

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

COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 15, 2014

RESOLUTION NO. 14-549

IN THE MATTER OF APPROVING A SECOND CHANGE ORDER TO THE CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND H&H ENVIRONMENTAL, FOR ASBESTOS ABATEMENT 2014 WITH FUNDING FROM THE DELAWARE COUNTY RESIDENTIAL DEMOLITION – MOVING OHIO FORWARD 2014 GRANT:

It was moved by Mr. Stapleton, seconded by Mr. O’Brien to approve the following:

WHEREAS, on February 27, 2014, the Delaware County Board of Commissioners entered into a contract with H&H Environmental, for the Asbestos Abatement 2014 with Funding from the Delaware County Residential Demolition Moving Ohio Forward 2014 Grant (the “Contract”); and

WHEREAS, additional properties have been approved for demolition, requiring additional asbestos abatement services; and

WHEREAS, the Economic Development Director recommends approving a second change order to the Contract to provide asbestos abatement services for these additional properties;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following change order to the Contract:

CHANGE ORDER No. 2 Project: Moving OH Forward Delaware County 2014  
Date: 4/25/2014 Contract No. \_\_\_\_\_

- I. The following changes are hereby made to the contract documents (attach documentation):

**Addition of residential sites for asbestos abatement.**

78 Bernard Ave, Delaware

- II. The following change is made to the contract price:

\$ 7,529 original contract price  
\$5,125 previous change/extras  
\$1,800 this change/extra  
\$ 14,454 subtotal  
\_\_\_\_\_ deductions  
\$ 14,454 net total

- III. The following change is made to the contract time: NONE

The contract time will be (increased) (decreased) by \_\_\_\_\_ calendar days, making the date for completion of all work May 19, 2014.

- IV. X There will be no claims for damages resulting from this change.

\_\_\_\_\_ Claims for damages resulting from this change are anticipated for such categories as \_\_\_\_\_ and should not exceed \$ \_\_\_\_\_.

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

RESOLUTIONS NUMBERS 14-550 THRU 14-559 WERE NOT UTILIZED.

RESOLUTION NO. 14-560

IN THE MATTER OF APPROVING A SECOND CHANGE ORDER TO THE CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND SHROCK PREMIER CUSTOM CONSTRUCTION LLC, FOR RESIDENTIAL DEMOLITION 2014 WITH FUNDING FROM THE DELAWARE COUNTY RESIDENTIAL DEMOLITION – MOVING OHIO FORWARD 2014 GRANT:

It was moved by Mr. Stapleton, seconded by Mr. O’Brien to approve the following:

WHEREAS, on March 24, 2014, the Delaware County Board of Commissioners entered into a contract with Shrock Premier Custom Construction, LLC, for the Residential Demolition 2014 with Funding from the Delaware County Residential Demolition Moving Ohio Forward 2014 Grant (the “Contract”); and

COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 15, 2014

WHEREAS, additional properties have been approved for demolition, which is estimated to cost less than \$50,000; and

WHEREAS, the Economic Development Director recommends approving a second change order to the Contract to add demolition for these additional properties;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following change order to the Contract:

CHANGE ORDER No. 2 Project: Moving OH Forward Delaware County 2014  
Date: 4/29/2014 Contract No.

- I. The following changes are hereby made to the contract documents (attach documentation):

**Addition of three residential sites for demolition.**

68 Spring St	Delaware
78 Bernard Ave	Delaware
14021 Vans Valley Rd	Sunbury

- II. The following change is made to the contract price:

\$ 94,800 original contract price  
36,000 previous change/extras  
\$40,800 this change/extra  
\$ 171,600 subtotal  
                     deductions  
\$ 171,600 net total

- III. The following change is made to the contract time: NONE

The contract time will be (increased) (decreased) by 0 calendar days, making the date for completion of all work May 31, 2014.

- IV. X There will be no claims for damages resulting from this change.  
       Claims for damages resulting from this change are anticipated for such categories as                                      and should not exceed \$                                     .

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

**RESOLUTION NO. 14-561**

**IN THE MATTER OF APPROVING A CHANGE ORDER TO THE CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND SHROCK PREMIER CUSTOM CONSTRUCTION LLC, FOR RESIDENTIAL DEMOLITION 2014 WITH FUNDING FROM THE DELAWARE COUNTY RESIDENTIAL DEMOLITION – YOGI PROPERTY:**

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to approve the following:

WHEREAS, on April 28, 2014, the Delaware County Board of Commissioners entered into a contract with Shrock Premier Custom Construction, LLC, for the Residential Demolition 2014 with Funding from the Delaware County Residential Demolition Moving Ohio Forward 2014 Grant (the "Contract"); and

WHEREAS, the Economic Development Director recommends approving a change order to the Contract to add funds for water control on the Yogi Property;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following change order to the Contract:

CHANGE ORDER No. 1 Project: Moving OH Forward Delaware County 2014  
Date: 4/2/2014 Contractor Shrock Construction

COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 15, 2014

I. The following changes are hereby made to the contract documents (attach documentation):

Water control on the Yogi site.  
See attached requirements as per City of Delaware.

II. The following change is made to the contract price:

\$ 124,600 original contract price  
0 previous change/extras  
\$4,500 this change/extra  
\$ 129,100 subtotal  
deductions  
\$ 129,100 net total

III. The following change is made to the contract time: NONE

The contract time will be (increased) (decreased) by 0 calendar days, making the date for completion of all work May 31, 2014.

IV. X There will be no claims for damages resulting from this change.

Claims for damages resulting from this change are anticipated for such categories as and should not exceed \$.

Shrock Construction.: Date

Delaware County: Date

During the pre-bid meeting at the above subject property, a question was raised as to if a Storm Water Pollution Prevention Plan (SWP3) permit would be required under the National Pollutant Discharge Elimination System (NPDES) program. The City has its own MS4 approved by the OEPA. I have spoke with our City Engineers and it is in their opinion that this project is of a house keeping nature and a permit will not be required. However management practices will have to be adhered to, and with that said, I must request that the block wall remain in place until the end of the project to help control run-off and that a silt fence be installed per OEPA guidelines at the old entrance to capture run-off, or the wall removed first and the silt fence installed in its place, and then a silt fence installed along the north side of the remaining drive to capture silt before it can leave he site.

Where equipment is coming in and out on the site to be loaded with debris, portable straw bales can be used in the event of rain. These measures must be maintained and in working order at all times and until the seed has taken hold. All dirt on the access drive and street must be reasonably cleaned to prevent hazards and silt from entering storm water systems, a Dandy Bag must be installed at the first storm inlet south of the project which is south of Birchbend, this cost must be included in the project.

Jerry Warner, C.B.O. Chief Building Official Floodplain Administrator Construction Manager  
Office: 740-203-1651 Cell: 740-816-0900

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

RESOLUTION NO. 14-562

IN THE MATTER OF APPROVING A MEMORANDUM OF UNDERSTANDING TO THE COLLECTIVE BARGAINING AGREEMENT CURRENTLY IN EFFECT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND THE OHIO PATROLMEN’S BENEVOLENT ASSOCIATION, COVERING TELECOMMUNICATIONS OFFICERS AT THE DELAWARE COUNTY 911 CENTER:

It was moved by Mr. Stapleton, seconded by Mr. O’Brien to approve the following:

Whereas, the Assistant County Administrator/ Director of Administrative Services and the Director of Emergency Communications recommend the Memorandum Of Understanding;

COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 15, 2014

THEREFORE, BE IT RESOLVED the Board of Commissioners of Delaware County, State of Ohio, approve the Memorandum Of Understanding:

MEMORANDUM OF UNDERSTANDING

**WHEREAS**, the parties to the Collective Bargaining Agreement (“CBA”) currently in effect between the Delaware County Commissioners (the “Commissioners”) and the Ohio Patrolmen’s Benevolent Association (“OPBA”), covering Telecommunications Officers at the Delaware County 911 Center, desire to amend the CBA concerning the issue of training pay for Field Training Officers (“FTO”);

**WHEREFORE**, the parties agree as follows:

1. Employees who are assigned to work as an FTO shall be provided a wage supplement during the time when assigned a trainee by the Director or the Director’s designee to function as an FTO. The training, duties, and functions for the FTO will be as established in the training program for new employees and may be modified from time to time by the County. Employees who are assigned and functioning as an FTO shall receive an allowance of \$1.25 per hour not to exceed 40 hours per week (for a total of \$50.00 per week or \$100.00 per pay period) while performing duties of the FTO assignment.
2. Individuals who accept the assignment as an FTO shall be expected to fully perform those functions. Employees may request to be relieved of their commitment to be an FTO, with a 90 calendar day written notice, during the time that the employee is assigned a trainee. An FTO may also be released from his or her FTO assignment during the time the employee is assigned a trainee with shorter notice for justified reasons within the discretion of the Director or designee. Finally, employees may be released from their FTO commitment, with a 60-day written notice, if the employee does not have a current trainee, or with a shorter notice, by submitting a written explanation including a justified reason(s).
3. The FTO program and pay approved herein shall supersede any previous FTO program and pay, including, but not limited to, the program adopted by the Commissioners in Resolution No. 08-1092.
4. In addition to training pay set forth in Paragraph 1 above, Field Training Officers (FTOs) are eligible for a \$1,000.00 bonus (subject to taxes) after the following conditions are met:
  - Payment shall be granted upon the Trainee’s continuous full-time employment with Delaware County for a period of one year after successfully being released from training.  
  
*Example: Management releases Jane from training May 31, 2013. Upon Jane’s continuous full-time employment from June 1, 2013-June 1, 2014, FTO shall be paid \$1,000.00, (subject to taxes).*
  - Only one (1) \$1,000.00 bonus per trainee will be paid. Bonus will be split among all FTOs assigned to trainee.
    - 911 Director or designee will track all FTOs and hours assigned to training of trainee.
    - Each eligible FTO will receive a bonus based on the percentage of the sum of hours as listed above.
    - Applies only to full-time trainees.
  - FTO must be an active Delaware County employee at the time the bonus is payable.
5. MOU effective May 13, 2013 and will expire December 31, 2014. Training conducted prior to the expiration of MOU will be paid in accordance with paragraphs 1 and 4 above.
6. Except as set forth above, the CBA between the parties continues unaltered, pursuant to its written terms.

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

**RESOLUTION NO. 14-563**

**IN THE MATTER OF APPROVING PERSONNEL ACTIONS:**

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to approve the following:

The Director of Environmental Services recommends promoting Brian Rammelsberg to a Lead Collection System Technician; effective date May 17, 2014;

Therefore Be It Resolved, that the Board of Commissioners approve promoting Brian Rammelsberg to a Lead

COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 15, 2014

Collection System Technician; effective date May 17, 2014.

The Director of Environmental Services recommends promoting Marshall Yarnell to a Lead Operator; effective date May 17, 2014;

Therefore Be It Resolved, that the Board of Commissioners approve promoting Marshall Yarnell to a Lead Operator; effective date May 17, 2014.

The Director of Environmental Services recommends promoting Tom Compton to a Lead Maintenance Technician; effective date May 17, 2014;

Therefore Be It Resolved, that the Board of Commissioners approve promoting Tom Compton to a Lead Maintenance Technician; effective date May 17, 2014.

The Director of Job and Family Services recommends promoting Daniel Post to an Income Maintenance Worker III, with the JFS Department; effective May 26, 2014;

Therefore Be It Resolved, that the Board of Commissioners approve promoting Daniel Post to an Income Maintenance Worker III, with the JFS Department; effective May 26, 2014.

The Director of Job and Family Services recommends promoting Judy Terry to an Income Maintenance Support Worker/Screeners, with the JFS Department; effective May 26, 2014;

Therefore Be It Resolved, that the Board of Commissioners approve promoting Judy Terry to an Income Maintenance Support Worker/Screeners, with the JFS Department; effective May 26, 2014.

The Director of Job and Family Services recommends hiring Caitlin Clark as a Social Services Worker III with the JFS Department; effective May 19, 2014;

Therefore Be It Resolved, that the Board of Commissioners approve hiring Caitlin Clark as a Social Services Worker III with the JFS Department; effective May 19, 2014.

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

RESOLUTION NO. 14-564

IN THE MATTER OF ADOPTING A POLICY TO ADDRESS THE AFFORDABLE CARE ACT /  
HEALTH PLAN ELIGIBILITY:

It was moved by Mr. Stapleton, seconded by Mr. O’Brien to approve the following:

Whereas, the Assistant County Administrator/ Director of Administrative Services recommends the new policy for the Affordable Care Act / Health Plan Eligibility;

NOW, THEREFORE, BE IT RESOLVED the Board of Commissioners of Delaware County, State of Ohio, approve the Affordable Care Act / Health Plan Eligibility policy.

DELAWARE COUNTY

<b>Subject:</b>  <b>Affordable Care Act / Health Plan Eligibility</b>	<b>Effective:</b> <b>05/15/2014</b>	<b>Supersedes:</b> <b>NEW</b>	<b>This Sheet</b> <b>1</b>	<b>T. Sheets</b> <b>10</b>
---	--	----------------------------------	-------------------------------	-------------------------------

1.0        **Purpose**

To insure that the Delaware County Offices/Departments eligible for health care coverage follow and understand the requirements of the Affordable Care Act and eligibility for coverage under the Delaware County Employee Benefit Plan.

2.0        **Scope**

Any Elected Official, Appointing Authority or other Hiring Authority who has employees eligible for coverage under the Delaware County Employee Benefit Plan.

3.0        **Distribution**

Any Elected Official, Appointing Authority or other Hiring Authority who has employees eligible for coverage under the Delaware County Employee Benefit Plan.

**COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 15, 2014**

---

**4.0 Definitions**

**Eligibility** – All active Delaware County Employees who are paid an average of 30 hours or more per week are eligible for the Health Plan. This does not include Employees hired for seasonal or temporary work and those offices / departments not covered under the Health Plan as of the effective date of this policy.

**Employer** – The Delaware County Board of Commissioners is defined as the employer for purposes of the Affordable Care Act.

**Health Care Certification Form** – This report is due within two weeks of the end of the Measurement Period *each year* (by County Offices and Elected Officials) and sent to Delaware County Human Resources to determine if their Employees are, or are not, eligible for the Health Plan.

**Health Care Full Time** – (HCFT) Employees, who are reasonably expected to be paid an average of 30 hours or more per week, or who were expected to be part time Employees, but during the Measurement Period, were later determined to be Health Care Eligible.

**Health Care Part Time** – (HCPT) Employees who are reasonably expected to be paid fewer than 30 hours on average per week, or who, during the measurement period, were determined or confirmed to be non-eligible for the Health Plan due to working fewer than 30 hours on average per week.

**Health Plan** – The Delaware County Employee Benefit Plan

**Initial Administrative Period** – Length of time allowed for processing the eligibility paperwork and enrolling the new Employee. This will run from the end of the Initial Measurement Period until the first of the month containing their one year anniversary date.

**Initial Measurement Period** – Length of time allowed to evaluate a new Employee's hours to determine their eligibility for the Health Plan. This will run from the first Saturday after they are employed and last for 38 weeks.

**Initial Stability Period** – Length of time New Employees are enrolled in the Health Plan after eligibility for coverage is determined they qualify. This will occur at either 1) if expected to be HCFT, the beginning of employment (effective date being the 1<sup>st</sup> of the month following one complete calendar month of employment) *or* 2) if expected to be HCPT, at the end of the Initial Measurement Period, but only if determined HCFT. This will run for a 12 month period.

**Initial Stability Period Extension** – Extension of time on the Health Plan given to an eligible New Employee to carry them to the end of the year, after their Initial Stability Period ends. This applies only to New Employees who are determined HCFT by their Initial Measurement Period and who choose to continue on the Health Plan. This runs from the end of their Initial Stability Period until the end of the year. If an Employee's Initial Stability Period ends on December 31, they will not have an Initial Stability Period Extension.

**Look Back Administrative Period** – Length of time allowed for processing the Health Care Certification Form and determining who is, and who is not, eligible for the Health Plan. This will run from October 18, 2014 until December 31, 2014.

**Look Back Measurement Period** – Length of time allowed for evaluating existing Employees due to the new rules which become effective January 1, 2015. For our plan, this period will be from March 22, 2014 thru October 17, 2014.

**New Employee Action Form** – This form is submitted by the hiring manager of each department / office to the Delaware County Human Resources Department to certify if a New Employee is, or is not, eligible for the Health Plan. This form, along with the Orientation Sign-up form must be submitted no later than the Friday prior to the next scheduled Benefits Orientation.

**Standard Administrative Period** – Length of time allowed for processing the eligibility paperwork and getting the existing Employee enrolled, if eligible. This will run from the end of the Standard Measurement Period thru December 31. This is an annual time period and will occur every year.

**Standard Measurement Period** – Length of time allowed to evaluate an existing Employee's hours to determine their eligibility for the Health Plan. This time will run from the first Sunday in January to the last Friday in October. This is an annual time period and will occur every year, starting January 3, 2015, for both eligible and non-eligible employees. Under certain circumstances, this may run simultaneously with an Employee's Initial Measurement Period.

**Standard Stability Period** – Length of time existing Employees are enrolled in the Health Plan after it is determined they qualify. This will run for a 12 month period from January 1 until December 31. This is an



COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 15, 2014

annual time period and will occur every year.

**Temporary/Seasonal Employee** – This is an Employee who, at the time of hire, has a pre-determined end of employment date and the total time in employment will not exceed 120 days.

**Week** – For this policy, a week is defined as being from 12:01AM Saturday thru Midnight Friday.

5.0 **Policy**

This Policy / Procedure establishes guidelines regarding Employee eligibility for the Health Plan and to ensure that the Delaware County Employee Benefit Plan will comply with the new rules required by the new Patient Protection and Affordable Care Act. This Policy does not replace or change any part of the County’s Summary Plan Description (SPD). This Policy will be incorporated into the County’s SPDs when necessary. Delaware County will continue to have its annual Open Enrollment events as scheduled.

This Policy shall not apply to elected officials, including those individuals appointed to an elective office, or members of the board of elections, which said officials and members shall continue to be automatically eligible for the Health Plan immediately upon the commencement of the official's or member's term.

**IMPLEMENTATION**

For the purpose of this policy, the Employer will make an initial determination for all existing and New Employees to determine if the Employee will be paid an average of 30 hours per week or more on a regular basis. Employees working an average of 30 hours per week or more on a regular basis will be considered full time for purposes of this policy. Additionally, hours established as full time (30 hours per week) for health insurance eligibility does not apply to any other policies or benefits offered by Delaware County.

**EXISTING EMPLOYEES**

For all Employees, both HCFT (Health Care Full Time) and HCPT (Health Care Part Time), the Employer will initiate a Look Back Measurement Period from March 22, 2014 through October 17, 2014 to determine the average number of hours the Employee is paid per week.

If the Employee is determined to be paid an average of 30 hours or more per week during this Measurement Period, the Employer will offer the Employee the option to:

1) remain/enroll in the health plan or 2) waive the coverage. If the Employee elects the Employer’s Health Plan, the Employee will be enrolled with an effective date of January 1, 2015 and will remain eligible to be on the plan until December 31, 2015, which is the Standard Stability Period. Employees in this group will be referred to as Health Care Full Time (HCFT)

If the Employee is determined to be paid fewer than 30 hours per week on average during this Measurement Period, the Employer will *not* offer the Employee the option to enroll in the Health Plan. Employees in this group will be referred to as Health Care Part Time (HCPT).

The Departments have until October 31, 2014 to submit the Health Care Certification Form to Delaware County Human Resources. Every Employee regardless of work hours or civil service status will need to be represented on the Health Care Certification Form to indicate if they are eligible or not eligible for the Health Plan.

After this Look Back Measurement period and Look Back Administrative Period, all existing employees (both HCFT & HCPT) will have a Standard Measurement Period and Standard Administrative Period annually and if they qualify, will be eligible for the Standard Stability Period for the following year.

This Policy does not require that all existing eligible Employees re-enroll for their existing coverage if they want to remain in their current Health Plan and qualify for the same. If existing eligible Employees desire to switch plans for 2015, they will still be able to do this during the annual open enrollment period.

*Below is a table to illustrate this process. Additionally, examples are listed at the end of this document to provide further assistance.*

<b>❶</b> <b>Look Back Measurement Period</b> <i>Evaluate Existing Employees To Determine Eligibility</i> 3/22/14 – 10/17/14	<b>❷</b> <b>Submit Health Care Certification Form</b> <i>Submit for <b>Each</b> Employee (eligible and non-eligible) Prior to 10/31/14</i>	<b>❸</b> <b>Look Back Administrative Period</b> <i>Processing Time Period</i> 10/18/14 – 12/31/14	<b>❹</b> <b>Standard Stability Period</b> <i>Enrollment Period Once Determined Eligible</i> 1/1/15 – 12/31/15
--	--	--	--

*\*See **Definitions** to explain each of these in more detail*

Once this initial Look Back Measurement Period and Look Back Administrative Period have passed, this process will continue annually, but will be referred to as a Standard Measurement Period and Standard Administrative Period:

<b>❶</b>	<b>❷</b>	<b>❸</b>	<b>❹</b>
----------	----------	----------	----------

COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 15, 2014

<b>Standard Measurement Period</b> <i>Evaluate Existing Employees to Determine Eligibility</i> 1/4/15 – 10/31/15 (1 <sup>st</sup> Sunday in January through Last Saturday in October) Occurs Every Year	<b>Submit Health Care Certification Form</b> <i>Submit for Each Employee (eligible and non-eligible)</i> Prior to 11/13/15 (Within two weeks of the end of the Standard Measurement Period) Occurs Every Year	<b>Standard Administrative Period</b> <i>Processing Time Period</i> 11/1/15 – 12/31/15 (End of Standard Measurement Period through End of Year) Occurs Every Year	<b>Standard Stability Period</b> <i>Enrollment Period Once Determined Eligible</i> 1/1/16 – 12/31/16 Annually
---	---	---	--

*\*See Definitions to explain each of these in more detail*

**EMPLOYEES HIRED AFTER MARCH 23, 2014**

For those hired after March 23, 2014, the Employer will determine the average number of hours the Employee is *expected* to be paid per week.

If the Employee is expected to be paid an average of 30 hours or more per week, the Employer will offer the Employee the option to: 1) enroll in the Health Plan or 2) waive the coverage. If the Employee elects the Employer’s Health Plan, the Employee will be enrolled with an effective date of the 1<sup>st</sup> of the month following one complete calendar month of employment and continue for one year (for example, an employee who starts on any given day in the month of January will be insured with an effective date of March 1). Employees in this group will be referred to as Health Care Full Time (HCFT).

If the Employee is expected to be paid fewer than 30 hours per week on average, the Employer will not offer the Employee the option to enroll in the Health Plan. Employees in this group will be referred to as Health Care Part Time (HCPT).

Whether the Employee is expected to be paid an average of 30 hours or more per week or not, departments must continue to follow the procedures for a New Employee, as described in this policy. Delaware County Human Resources must receive the Employee Action Form and Health Care Certification Form to begin the assessment of HCFT / HCPT status of each new employee, enroll those eligible for health insurance and ensure compliance with policy.

*Then*, for all new employees (both HCFT and HCPT) and during the first 38 weeks of their employment, they will be in the *Initial* Measurement Period.

Employees who were initially expected to be HCFT: If the Initial Measurement Period determines that they are *still* HCFT, they will be eligible to remain on the Plan until the end of the year (Initial Stability Period Extension). However, if the Initial Measurement Period determines that they are now HCPT, they will remain on the plan only until the end of one year from the date they were first eligible to join the Health Plan. Either way, from this point forward, both HCFT and HCPT will have a *Standard* Measurement Period and *Standard* Administrative Period annually and if they qualify, will be eligible for the *Standard* Stability Period.

Employees who were initially expected to be HCPT: If the Initial Measurement Period determines that they are *still* HCPT, they will continue to *not* be eligible for the Health Plan. However, if the Initial Measurement Period determines that they are now HCFT, the Employer will then offer the Employee the option to: 1) enroll in the Health Plan or 2) waive the coverage. If the Employee elects the Employer’s Health Plan, the Employee will be enrolled with an effective date of the 1<sup>st</sup> of the month following one complete calendar month after the end of the Initial Measurement Period and continue for one year (for example, an employee whose Initial Measurement Period ends on any given day in the month of January will be insured with an effective date of March 1). This would be their Initial Stability Period. And if that Employee *continues* to be HCFT at the end of their *next* Measurement Period, they will be eligible to remain on the Plan until the end of the year (Initial Stability Period Extension).

Either way, from this point forward, both HCFT and HCPT will have a *Standard* Measurement Period and *Standard* Administrative Period annually and if they qualify, will be eligible for the *Standard* Stability Period.

*Below is a table to illustrate this process. Additional examples are listed at the end of this document.*

<b>➊</b> <b>Initial Measurement Period</b> <i>Evaluate New Employees to Determine Eligibility</i> 1 <sup>st</sup> Sunday after	<b>➋</b> <b>Submit Health Care Certification Form</b> <i>Submit for Each New Employee (eligible and non-eligible)</i>	<b>➌</b> <b>Initial Administrative Period</b> <i>Processing Time Period</i>	<b>➍</b> <b>Initial Stability Period</b> <i>Enrollment Period</i>	<b>➎</b> <b>Initial Stability Period</b> <i>Extension Under</i>
---	---	---	---	---

COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 15, 2014

<i>Employment to last for 38 Weeks</i>	<i>Submit Within Two Weeks of End of Initial Measurement Period</i>	<i>End of Initial Measurement Period until the last day of the month, prior to the month containing 1 year anniversary date</i>	<i><u>Once Determined Eligible 12 Months</u></i>	<i><u>Certain Circum- stances, Extension of Time on Health Plan given to Eligible New Employees to carry them to the end of the year, after their Initial Stability Period Ends Continue to end of the year after initial year of eligibility ends (Initial Stability Period)</u></i>
--	---	---	--	---

**\*\*See Definitions to explain each of these in more detail**

Once this Initial Measurement Period, Initial Administrative Period and Initial Stability Period have passed, this process will continue, but will be referred to as a Standard Measurement Period, Standard Administrative Period and Standard Stability Period:

<b>①</b> <b>Standard Measurement Period</b> <i><u>Evaluate Existing Employees to Determine Eligibility</u> 1/4/15 – 10/31/15 (1<sup>st</sup> Sunday in January through Last Saturday in October) Occurs Every Year</i>	<b>②</b> <b>Submit Health Care Certification Form</b> <i><u>Submit for <b>Each</b> Employee (eligible and non-eligible) Prior to 11/13/15 (Within two weeks of the end of the Standard Measurement Period) Occurs Every Year</u></i>	<b>③</b> <b>Standard Administrative Period</b> <i><u>Processing Time Period</u> 11/1/15 – 12/31/15 (End of Standard Measurement Period through End of Year) Occurs Every Year</i>	<b>④</b> <b>Standard Stability Period</b> <i><u>Enrollment Period</u> <u>Once Determined Eligible</u> 1/1/16 – 12/31/16 Annually</i>
--	--	---	--

**\*See Definitions to explain each of these in more detail**

FORMS/MATERIALS

- Health Care Certification Form – available in an Excel spreadsheet:
- **For Existing Employees (eligible and non-eligible)**, this form will need to be completed once per year, within two weeks of the end of the Measurement Period.
  - **For New Employees (eligible and non-eligible)**, this form will need to be completed within two weeks of the end of each Employee’s Initial Measurement Period.
  - County offices / departments will turn this form in to Delaware County Human Resources.
  - *Please remember that procedures described and defined in this document are for the sole purpose of Employee Eligibility for the Health Plan. Departments must continue to follow the rules and procedures for a New Employee, as previously established.*

EXAMPLES for Existing Employees:

Existing Employee paid 30 or more hours per week on average between March 22, 2014 and October 17, 2014:

**COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 15, 2014**

---

- 1) Eligible to join or remain on the Health Plan with an effective date of January 1, 2015 and an ending date of December 31, 2015. This is their Standard Stability Period.

Existing Employee paid less than 30 hours per week on average between March 22, 2014 and October 17, 2014:

- 1) Not eligible to join or remain on the Health Plan for 2015.
- 2) Their next opportunity to be determined eligible will be in the Standard Measurement Period starting January 4, 2015 and ending October 31, 2015 (for 2016 enrollment).

After the Look Back Measurement Period and Look Back Administrative Period, all Existing Employees, full time and part time, will be evaluated annually and will be in the Standard Measurement Period, Standard Administrative Period, and if eligible, the Standard Stability Period. This process will continue each year, but the actual dates will change in accordance with the definitions of the Standard Periods listed in this document.

**EXAMPLES for New Hires:**

---

**Example A:** New hire on July 15, 2014, expected to be paid 30 or more hours per week on average:

- 1) Eligible to join the Health Plan with an effective date of September 1, 2014 and an ending date of August 31, 2015 (Initial Stability Period).
- 2) Will be in an Initial Measurement Period from July 20, 2014 to April 11, 2015 (38 weeks).
  - a) If determined to *still* be HCFT, they will remain eligible for the Health Plan through December 31, 2015 (Initial Stability Period Extension).
  - b) If determined to be HCPT, they will remain on the Health Plan only through August 31, 2015.
- 3) Regardless if they are determined to be HCFT or HCPT, they will then be in the Standard Measurement Period in 2015, which is January 4, 2015 through October 31, 2015, which will determine if they can enroll/remain on the Health Plan in 2016. In this example, the Initial Measurement Period and Standard Measurement Period will run simultaneously from January 4, 2015 through April 10, 2015.

**Example B:** New hire on July 15, 2014, *not* expected to be paid 30 or more hours per week on average:

- 1) Not eligible to join the Health Plan.
- 2) Will be in an Initial Measurement Period from July 20, 2014 to April 11, 2015 (38 weeks).
  - a. If determined to continue to be HCPT, they will not be eligible to join the Health Plan.
  - b. If determined to be HCFT, they will be eligible to join the Health Plan with an effective date of July 1, 2015 through June 30, 2016 (Initial Stability Period).
- 3) Regardless if they are determined to be HCFT or HCPT, they will also be in the Standard Measurement Period in 2015, which is January 4, 2015 through October 31, 2015, which will determine if they can enroll/remain on the Health Plan in 2016. The Initial Measurement Period and Standard Measurement Period will run simultaneously from January 4, 2015 through April 10, 2015.
  - a. If they are determined to still be HCFT, they will be eligible to remain on the Health Plan until December 31, 2016 (Initial Stability Period Extension).
  - b. If they are determined to be HCPT, they will be eligible to remain on the Health Plan only through June 30, 2016.
  - c. Either way, they will then be in the next Standard Measurement, Administrative and Stability Periods starting in January of 2016.

**Example C:** New hire on January 26, 2015 expected to be paid 30 or more hours per week on average:

- 1) Eligible to join the Health Plan with an effective date of March 1, 2015 and an ending date of February 29, 2016 (Initial Stability Period).
- 2) Will be in an Initial Measurement Period from February 1, 2015 until October 24, 2015.
  - a. If determined to still be HCFT, they will remain eligible for the Health Plan through December 31, 2016 (Initial Stability Period Extension).
  - b. If determined to be HCPT, they will remain on the Health Plan only through March 31, 2016.
- 3) Regardless if they are determined to be HCFT or HCPT, they will then be in the Standard Measurement Period in 2016, which is January 3, 2016 through October 22, 2016, which will determine if they can enroll/remain on the Health Plan in 2017.

**Example D:** New hire on January 26, 2015, *not* expected to be paid 30 or more hours per week on average:

- 1) Not eligible to join the Health Plan.
- 2) Will be in an Initial Measurement Period from February 1, 2015 until October 24, 2015.
  - a. If determined to continue to be HCPT, they will not be eligible to join the Health Plan.
  - b. If determined to be HCFT, they will be eligible to join the Health Plan with an effective date of January 1, 2016 until December 31, 2016 (Initial Stability Period).
  - c. Regardless if they are determined to be HCFT or HCPT, they will then be in the Standard Measurement Period in 2016, which is January 3, 2016 through October 22, 2016, which will determine if they can enroll/remain on the Health Plan in 2017.

COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 15, 2014

- i. If they are determined to still be HCFT, they will be eligible to remain on the Health Plan through December 31, 2017 (Standard Stability Period).
  - ii. If they are determined to now be HCPT, they will remain on the Health Plan only through December 31, 2016.
- d. Due to their Initial Stability Period being from January 1 through December 31, they will not have an Initial Stability Period Extension. The Initial Stability Period Extension is solely for individuals whose eligibility ends prior to December 31 of any given year, to take them to the end of that year.

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

RESOLUTION NO. 14-565

IN THE MATTER OF APPROVING ELIGIBILITY CRITERIA FOR CERTAIN PART TIME EMPLOYEES CURRENTLY RECEIVING COUNTY HEALTH INSURANCE BENEFITS:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to approve the following:

WHEREAS, the Delaware County Board of Commissioners (the "Board") adopted Resolution 11-1448, establishing health insurance eligibility criteria for certain part time employees working a minimum of twenty-one (21) hours or more per week; and

WHEREAS, Resolution 11-1448 allowed a part time employee employed by Delaware County on December 31, 2011 working a minimum of twenty-one (21) hours per week to continue to be eligible to receive health insurance benefits at the same rate as full time employees; and

WHEREAS, Resolution 11-1448 allowed a part time employee employed with Delaware County after December 31, 2011 working a minimum of twenty-one (21) hours per week to be eligible for health insurance benefits, provided that, in addition to the employee premium share, the employee was required to pay fifty percent (50%) of the employer's premium share for full time employees; and

WHEREAS, the County continues to employ certain part-time employees that receive health insurance benefits as identified in Resolution 11-1448, and the County wishes to allow the identified employees the ability to continue these health insurance benefits;

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

Section 1. The Board hereby approves the continuation of health insurance benefits for part-time employees subject to Resolution 11-1448, notwithstanding the changes in health insurance eligibility criteria set forth in the Board's Affordable Care Act Policy or any other applicable policy or resolution. Specifically, any part-time employee continuously employed by Delaware County from December 31, 2011, and working a minimum of twenty-one (21) hours per week, shall continue to be eligible to receive health insurance benefits at the same rate as full-time employees. Any part-time employee employed by Delaware County on or after January 1, 2012 and before the effective date of this Resolution, and working a minimum of twenty-one (21) hours per week, shall continue to be eligible to receive health insurance benefits, provided the employee shall pay fifty percent (50%) of the employer's premium share in addition to the employee premium share for full-time employees. The employee and employer premium share is subject to change as set forth in annual resolutions establishing health insurance rates, in the Board's sole discretion.

Section 2. Any employee exempted from the Board's health insurance eligibility criteria as provided in Section 1 hereof that separates from employment with Delaware County for any reason and becomes re-employed with Delaware County shall lose the exemption and must, in order to be eligible for health insurance benefits, meet established health insurance eligibility criteria set forth by the Delaware County Board of Commissioners, the Affordable Care Act Policy and any subsequent eligibility requirements established by policy or resolution.

Section 3. Resolution 11-1448 is hereby repealed.

Section 4. This Resolution shall be effective immediately upon adoption.

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

RESOLUTION NO. 14-566

IN THE MATTER OF ADOPTING UPDATES IN THE DELAWARE COUNTY PERSONNEL POLICY MANUAL TO ADDRESS HOURS OF WORK AND OVERTIME:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to approve the following:

WHEREAS, the Delaware County Board of Commissioners adopted the Personnel Policy Manual on April 29, 2013 (and subsequently amended said Personnel Policy Manual on May 9, 2013 and September 16, 2013) to

**COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 15, 2014**

---

revise 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 Assistant County Administrator/ Director of Administrative Services recommends updates to the Personnel Policy Manual for Hours Of Work And Overtime, pages 24-25; and

WHEREAS, Employees should note the updates in their manuals with the understanding that the remainder of the manual remains in full force and effect. The updated manual can be found on the Delaware County Website at [www.co.delaware.oh.us](http://www.co.delaware.oh.us)

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio, that the Delaware County Personnel Policy Manual be amended to include the updates to Hours Of Work And Overtime section of the manual.

## **XII. 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, compensatory time, and unpaid leaves 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 flexible 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. Overtime Exempt Employees.**

Employees who are exempt from the overtime provisions of the FLSA are not eligible for overtime payment. 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. 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 – Non-Exempt Employees Only**

Non-exempt employees: 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 and, for non-safety forces, applies only to hours actually worked in excess of forty (40) in any one work week. Compensatory time must be used within one hundred eighty (180) days of its accrual. Compensatory time will be used on a first-in, first-out basis. Compensatory time not used within the requisite time period will be paid out.

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 compensatory time prior to the employee reaching the one hundred eighty (180) day accrual limit. Additionally, the Appointing

COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 15, 2014

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 employee’s regular rate of pay at the time of payment.

C. Earned Time Off – Overtime Exempt Employees

Employees who are exempt from the overtime provisions of the FLSA shall not receive compensatory time. However, if approved by the appointing authority, a bona fide executive, administrative or professional employee may receive earned time off. Earned time off may not be given on a time and one half basis, but may be given as an hour for hour trade for hours worked on a particular project. Earned time off shall not be paid out and shall either be used or lost.

D. 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 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.

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

ADMINISTRATOR REPORTS

Tim Hansley

-Met with Chris Bauserman and Aric Hochstettler to talk about the Sawmill Parkway extension. The expectation is to have a discussion a week from today about the minutes.

COMMISSIONERS’ COMMITTEES REPORTS

Commissioner O’Brien

- Attended and participated in the DKMM executive committee and regular meeting on Tuesday. Looking forward to the future of DKMM.
- Attended and participated in the Family and Children First Council executive and regular meeting. Good things are happening with them. Financing continues to be an issue.
- Concerning the Mall interchange; looking forward to hearing more

Commissioner Stapleton

- Would like Teri Morgan to make sure the DKMM Director posting is up on our website.
- Will be attending the COYC meeting

Commissioner Merrell

- Attended the going away party for Carol Long who has ran The Strand for many years. She has taken a job in Coos Bay, Oregon.
- Attended the Senior Hall of Fame held at the Fairgrounds. Mr. and Mrs. Philpott was honored having given more than 100 hours of volunteer service.

RESOLUTION NO. 14-567

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

It was moved by Mr. Stapleton, seconded by Mr. O’Brien to adjourn into Executive Session at 10:10 AM.

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

RESOLUTION NO. 14-568

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Stapleton, seconded by Mr. O’Brien to adjourn out of Executive Session at 11:28 AM.

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

There being no further business, the meeting adjourned.

COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 15, 2014

---

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

\_\_\_\_\_  
Ken O'Brien

\_\_\_\_\_  
Dennis Stapleton

\_\_\_\_\_  
Jennifer Walraven, Clerk to the Commissioners