

**COMMISSIONERS JOURNAL NO. 79 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD NOVEMBER 20, 2023**

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

**Present:**  
**Jeff Benton, President**  
**Gary Merrell, Vice President**  
**Barb Lewis, Commissioner**

**1  
RESOLUTION NO. 23-986**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD NOVEMBER 16, 2023:**

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on November 16, 2023; and

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

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

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

**2  
PUBLIC COMMENT**

**3  
RESOLUTION NO. 23-987**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR 1119 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR 1119:**

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR 1119 and Procurement Card Payments in batch number PCAPR 1119 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b>			
(P2300945) EPS	Land and Buildings	10011105-5320	\$9,068.40
(P2301014) EVOQUA	SRF Operations & Maintenance	66211900-5290	\$10,376.56
(P2301050) BONDED CHEMICALS	SRF Operations & Maintenance	66211900-5290	\$6,858.25

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Line Account</u>	<u>Amount</u>
R2305059	Pediatric Emergency Standards	Handtevy Medical Supplies	10011160	\$16,151.20
R2305059	Pediatric Emergency Standards	Handtevy Medical Supplies	10011160	\$29,560.50
R2305222	Visu-Sewer of Ohio, LLC	Sewer Point Repairs	66211900	\$20,535.00

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

**4  
RESOLUTION NO. 23-988**

**IN THE MATTER OF A NEW LIQUOR LICENSE FROM DARNER ENTERPRISES LLC DBA HAMMER & NAILS LEWIS CENTER AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:**

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

WHEREAS, the Ohio Division of Liquor Control has notified the Delaware County Board of Commissioners of a request for a new D1, CD license from Darner Enterprises LLC DBA Hammer & Nails Lewis Center, located at 6547 Artesian Run Orange Township Lewis Center, Ohio 43035; and

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

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

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

**5  
RESOLUTION NO. 23-989**

**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

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

The Delaware County Commissioner’s Office is requesting that Alex McCarthy from the EMA Department attend a NACO Legislative Conference by NACO in Washington, DC from February 9-13, 2024; at the cost of \$2,460.00 (fund number 10011101/10011102).

The Delaware County Commissioner’s Office is requesting that Barb Lewis attend a NACO Legislative Conference by NACO in Washington, DC from February 9-10, 2024; at the cost of \$2,420.00 (fund number 10011101/10011102).

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

**6  
RESOLUTION NO. 23-990**

**IN THE MATTER OF AUTHORIZING THE USE OF A PROCUREMENT CARD FOR THE DELAWARE COUNTY GUARDIANSHIP SERVICES BOARD:**

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

WHEREAS, pursuant to section 301.29 of the Revised Code, the Board of Commissioners of Delaware County, by Resolution No. 04-1193, dated September 30, 2004, adopted a policy for the use of County Procurement Cards; and

WHEREAS, the Board of Commissioners of Delaware County, by Resolution No. 11-1040, dated October 3, 2011, adopted amendments to the Policies and Procedures for the county procurement card program; and

WHEREAS, the Board of Commissioners has adopted the procurement card policy for the use of the card to pay for specific classes of work related expenses, without submitting a monthly estimate of the expenses, pursuant to section 301.29(F)(2) of the Revised Code;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, authorizes the use of the following procurement cards to the limits indicated and for specific work related expenses designated in the Procurement Card Policy without submitting a monthly estimate of expenses:

Appointing Authority:	Delaware County Guardianship Services Board
Office/Department:	Delaware County Guardianship Services Board
Daily spending per card:	\$2,500
Monthly spending per card:	\$5,000
Single transaction limit:	\$2,500
Daily number of transactions per card:	10
Monthly number of transactions per card:	50
Name on Card: Eric Penkal	
Department Coordinator: Brandy McCoy	

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

**7  
RESOLUTION NO. 23-991**

**IN THE MATTER OF APPROVING THE AGREEMENT WITH PEDIATRIC EMERGENCY STANDARDS, INC., FOR HANDTEVY SOFTWARE:**

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

WHEREAS, the Delaware County Director of Emergency Medical Services and staff recommend approval of the agreement with Pediatric Emergency Standards, Inc., for Handtevy software;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following services agreement with Pediatric Emergency Standards, Inc., for Handtevy software:



# Quote

**Company Info:** Pediatric Emergency Standards, Inc.  
11870 State Rd 84 Suite C5  
Davie, FL 33325

**Expiration Date:** 11/30/2023  
**Quote Number:** Q-09132

**Phone:** (954) 944-1114  
**FAX:** (954) 653-3792

**Account Name:** Delaware County E.M.S.  
**Account #:** 101165

**Client Contact:** Rachel Cox  
**Account Rep:** Jessica Barrios

**Bill To:** 10. Court St  
Delaware, Ohio 43015

**Ship To:** 6305 Frost Road  
Westerville, OH 43082

Product Code	Description	Quantity	List Price	Discount, %	Unit Price	Total
HMPS2023	Customization and Setup for Handtevy Mobile (One Time Fee)	1.000	\$5,965.00	10.00	\$5,368.50	\$5,368.50
HMPA2023	Annual access to Handtevy Mobile. Access to Medication Management Software, Unlimited Clinical Updates Included, Clinical and Technical support	1.000	\$26,880.00	10.00	\$24,192.00	\$24,192.00
HPB6100	Each Pediatric Bag Includes: 7 Equipment Pouches Side Compartment Organizer	7.000	\$490.00	0.00	\$490.00	\$3,430.00
HPBE	Medical Equipment	7.000	\$795.00	0.00	\$795.00	\$5,565.00
HPB302	Customized Medication & Equipment Guide Handtevy Length Based Tape Twenty (20) Badge Buddies	24.000	\$280.00	0.00	\$280.00	\$6,720.00

**Subtotal** \$48,560.00  
**Discount** \$3,284.50  
**Total Price** \$45,275.50  
**Tax** \$0.00  
**Shipping and Handling** \$436.20  
**Total** \$45,711.70

To place an order, please email or fax a copy of the signed Quote and Purchase Order to: [Sales@Handtevy.com](mailto:Sales@Handtevy.com) or (954) 653-3792.

PES requires execution of a Purchase Order for all sales above \$5,000 before applicable freight and taxes. The undersigned, on behalf of Customer, represents that he or she has the authority to sign this Quote and/or Purchase Order, and is bound hereby and agrees to the terms, conditions and pricing denoted and attached. Taxes, shipping and handling fees are estimates only and are subject to change at the time of order. Customer may provide PES with a tax exemption certificate, if applicable.

It is our customers responsibility to provide the most up-to-date and accurate protocol set. Additional fees will apply in the event a protocol set was submitted in error once customization has been initiated.

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**PEDIATRIC EMERGENCY STANDARDS, INC.  
TERMS AND CONDITIONS**

**1. DEFINITIONS.**

- a. **"Agreement."** The Quote, these Terms and Conditions, and the Purchase Order or the signed Quote and these Terms and Conditions shall constitute an agreement of the parties and be collectively referred to as the "Agreement."
- b. **"Customer"** shall be identified as such on the Quote.
- c. **"Customer Data"** means data entered by Customer relating to its patients that is entered into or transmitted through the PES Apps.
- d. **"Customer Protocols"** means the medical practices, protocols, and guidelines adopted or used by Customer for patient care, including all drug concentrations, drug dosages, equipment sizes, and other practices adopted by Customer, formally or informally, from time to time.
- e. **"Customized" or "Customization"** means changes to the PES Apps created by PES at Customer's request and for Customer's benefit in order for Customer to operate the PES Apps in a manner consistent with Customer's Protocols.
- f. **"Customized Offerings"** means the PES Offerings that have been approved by Customer after Customization.
- g. **"Effective Date"** means the date Customer delivers a signed Purchase Order to PES.
- h. **"Initial Term"** means the thirteen (13) month period commencing on the Effective Date.
- i. **"PES"** means Pediatric Emergency Standards, Inc.
- j. **"PES Apps"** means the software application(s) licensed by Customer pursuant to this Agreement as referenced on the Quote.
- k. **"PES Materials"** means any durable goods provided by PES to Customer as identified in the Quote.
- l. **"PES Offerings."** The PES Apps, the PES Materials, and the PES Services are sometimes collectively referred to as the "PES Offerings."
- m. **"PES Services"** means professional services provided by PES to Customer as identified in the Quote, which may include Customization, education and training courses, and other support services.
- n. **"Purchase Order"** means a document signed by Customer evidencing acceptance of the Quote.
- o. **"Quote"** means an offer by PES to provide certain PES Offerings at a price and on terms set forth therein and in these Terms and Conditions. These Terms and Conditions are incorporated into the Quote.
- p. **"Renewal Term"** means a twelve (12) month period commencing on an anniversary of the Subscription Start Date in the event that Customer elects to renew this Agreement pursuant to Section 7(a) below.
- q. **"SaaS"** means software-as-a-service.
- r. **"Subscription Start Date"** means the date that is (i) thirty (30) days after the Effective Date, or (ii) such earlier date as agreed to in writing by PES and Customer.
- s. The **"Term"** shall begin on the Effective Date and continue until this Agreement is terminated or not renewed by either party in accordance with Section 7 below.
- t. **"User"** means any individual that is an employee of or is or works for a contractor of Customer and that uses PES Offerings, whether authorized by Customer to do so or not.

**2. LICENSE.**

- a. **License Grant.** Subject to the terms of this Agreement, beginning on the Effective Date and during the Term, PES grants Customer a personal, non-exclusive license to access and use the PES Offerings. With respect to PES Apps, such license shall be in object code form only.
- b. **Customization.** Clinical guidelines and related clinical content contained in the PES Offerings must be approved by Customer pursuant to the Customization process prior to use in connection with patient care. Between the Effective Date and the Subscription Start Date is a thirty (30) day grace period during which Customer shall complete the Customization process. Both PES and Customer will make reasonable efforts to ensure that Customer is "live" on the PES Apps as quickly as possible, however, in no event will the Subscription Start Date be modified for implementation delays due to Customer. Customer shall have an ongoing obligation to monitor and update the Customized Offerings to ensure consistency with Customer's Protocols, as Customer's Protocols may evolve over time. Customer shall submit a written request to PES for prompt revision and

updating of the Customized Offerings when Customer or its medical staff, employees and/or contractors make modifications to Customer's Protocols.

- c. **Improvements.** Customer agrees that any improvements or modifications to the PES Offerings shall belong to PES. Customer hereby grants, transfers and assigns (and agrees to grant, transfer and assign) to PES any and all of Customer's right, title and interest in and to such improvements or modifications. PES shall not be restricted in any manner in its use of any intellectual property created by it hereunder for Customer. The foregoing grant, transfer and assignment (and agreement to grant, transfer and assign) also applies to any enhancement or improvement recommended orally or in writing by Customer to PES.
- d. **Exclusions.** The foregoing license does not include the right to, and Customer has no right to: (i) decompile, reverse engineer, disassemble, print, copy or display the PES Offerings in whole or in part or otherwise reduce the PES Apps to a human perceivable form in whole or in part; (ii) publish, release, rent, lease, sublicense, loan, sell, distribute or transfer all or any portion of the PES Offerings to another person or entity; (iii) use or reproduce the PES Offerings for the use or benefit of anyone other than in connection with Customer's business enterprise; (iv) alter, modify or create derivative works of the PES Offerings in whole or in part; (v) use or permit the use of the PES Offerings for commercial time-sharing arrangements or providing service bureaus, data processing, rental, or other services to any third party, or (vi) use the PES Offerings or any part or aspect thereof for any unlawful purpose or to mislead or harass anyone. Use of or access to the PES Offerings in violation of the terms hereof is strictly prohibited. The rights granted Customer hereunder do not constitute a sale of any PES Offerings. PES retains all right, title, and interest in and to the PES Offerings, including without limitation all software used to provide the PES Apps (and access via the SaaS), all graphics, user interfaces, logos and trademarks reproduced through the SaaS, and all goodwill associated with any of the foregoing, except to the limited extent of Customer's license during the Term as set forth herein. Customer's permission to access or use the PES Offerings may be limited or suspended immediately if, in PES's discretion, this Section or any other provision of this Agreement has been violated by Customer or any of its Users. Customer agrees that a violation of this Section will cause PES irreparable and immediate harm, and that PES is entitled to injunctive relief to prevent such violation. Customer recognizes that the PES Offerings are protected by copyright and other laws.
- 3. FEES.**
- a. **Fees.** Throughout the Term, Customer shall pay PES the fees and other amounts (collectively, "Fees") for the PES Offerings as set forth in the Quote. Certain amounts set forth in the Quote, such as applicable taxes, duties, and shipping and handling fees for PES Materials, are estimates and may be subject to final pricing at the time of delivery. If applicable to Customer's business, Customer may provide PES with a tax exemption certificate.
- b. **Payment.** In the case of PES Apps, Fees shall be due in full on the Subscription Start Date and each anniversary thereof. In the case of courses, payment must be made IN FULL at least twenty-four (24) hours prior to the course start time. In all other cases, Fees are due within thirty (30) days of invoice.
- c. **Suspension of Services.** PES may suspend Customer's access to and use of the PES Offerings if Customer fails to timely remit payment or is otherwise in material default hereunder. Any notices of default/termination and suspension may be combined.
- d. **Discounts.** Items or services listed at no charge on a Quote are included as part of a package discount or a subscription offering. Customer is responsible for appropriately allocating the discount extended on package pricing when fulfilling any reporting obligations.
- e. **Fee Increases for PES Apps.** Fees for PES Apps may increase by up to five percent (5%) each year, in the sole discretion of PES. Customer will be notified of any Fee increase at least thirty (30) days prior to the end of the Initial Term or Renewal Term, as applicable.
- f. **Fee Increases for PES Materials or PES Services.** PES may institute Fee increases for PES Materials and/or PES Services without notice to its

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customers. Any such Fee increases would not be retroactively applied.

- b. **Taxes and Fees.** Fees payable to PES are exclusive of all foreign, federal, state, and local taxes, including, without limitation, applicable sales, use, duty, customs, withholding, property, value-added, or similar sales-like taxes, tax-like charges, fees and liabilities, and credit card processing fees (but not including taxes based on PES's income) ("Taxes and Fees"), all of which shall be the responsibility of Customer. To the extent permitted by applicable law, Customer is responsible for and will remit (or will reimburse PES upon PES's request) such Taxes and Fees as may be paid by PES on Customer's behalf.
- h. **Appropriation of Funds.** If Customer is a city, county or other government entity, the parties agree that Customer may terminate the PES Apps and PES Services at the end of the Customer's fiscal term for a failure by Customer's governing body to appropriate sufficient funds to enable Customer to acquire the PES Apps and/or PES Services for the next fiscal year. Notwithstanding the foregoing, this provision shall not excuse Customer from past payment obligations or other Fees earned and unpaid as of the end of such Customer's fiscal term. Moreover, Customer agrees to provide PES with reasonable documentation evidencing such non-appropriation of funds.
- i. **Third Party Payer.** If a third party pays some or all Fees on behalf of Customer ("Third Party Payer"), the Third Party Payer must submit a Purchase Order directly. Customer shall immediately pay (and shall remain jointly and severally liable) for payment if the Third party Payer does not timely pay the Fees.
- j. **Late Fees.** In the event that any Fees are not paid within thirty (30) days of when due, such overdue amounts may, in the sole discretion of PES and to the extent permitted by applicable law, accrue interest until paid in full at a rate equal to the lesser of (i) one and one-half (1.5%) percent per month, or (ii) the maximum legal rate. Customer's payment will not waive or extend any obligation of Customer to make ongoing payments, as and when due.
- k. **Audit Rights.** PES may reasonably audit Customer's use of the PES Offerings and charge Customer a higher Fee if Customer's usage includes facilities, Users, patient populations, or services beyond the scope determined in development of the Quote.
- l. **Supplemental Quotes and Purchase Orders.** PES and Customer may execute and exchange additional or supplemental Quotes and/or Purchase Orders that will be subject to these Terms and Conditions and become part of this Agreement.
4. **DELIVERY.**
- a. **PES Apps.** PES shall provide Customer access to PES Apps through a reasonable system of electronic downloads. PES shall grant Customer access promptly following completion of the Customization process.
- b. **PES Materials.** Delivery dates for PES Materials are not guaranteed. In the absence of shipping instructions from Customer, PES will obtain shipping rates on the Customer's behalf and for Customer's account. Delivery shall be FOB PES, point of shipment, and title and risk of loss shall pass to the Customer once delivered to Customer's point of shipment. PES will not be liable for any loss or damage of any kind due to delays in delivery or non-delivery resulting from any cause including, but not limited to, acts of God, labor disputes, governmental authority or edict, war, civil unrest, terrorist acts, delays in manufacture, failure of Customer to obtain any required license or permit, or the inability of PES to obtain goods from its usual sources. Any such delay shall not be considered a breach of any obligation by PES, and the delivery dates shall be extended for the length of such delay.
5. **SERVICE LEVEL AGREEMENT.**
- a. **Hosting.** PES shall be responsible for hosting and managing PES Apps.
- b. **Service Level Agreement.** For each calendar month during the Term, PES shall use commercially reasonable efforts to ensure that the PES Apps accessed by Customer via SaaS will maintain a level of uptime equal to or better than ninety-nine percent (99%) (the "Service Level Agreement" or "SLA"). "Uptime" will be calculated using the following formula: Uptime = (T-TNF) x 100/T where "T" is the total number of hours that the PES App(s) is typically used per month (determined by multiplying the number of hours per day that the PES App(s) is typically used by the number of days per week that the PES App(s) is typically used, and multiplying the result by 4-5 weeks in a month), and "TNF" is the number of hours the PES App(s) or any component of the PES App(s) licensed by Customer under the applicable Purchase Order is not functional or otherwise unavailable

during the month for any reason other than Scheduled Downtime (as defined below) or as a result of the Permitted Exclusions (as defined below) (the hours calculated will only include those hours that the such PES Apps would typically be in use). If any material portion of the total functionality of the PES App(s) is unavailable for operational use, the PES App(s) will be considered down from the time that Customer notifies PES that a PES App(s) is non-functional and the time that such PES App(s) is serviced and made available for use. A minimum of ninety-nine percent (99%) performance is based on the network hardware being operational.

A PES App will be not considered down if the reason for the unavailability is a result of: (i) Scheduled Downtime or (ii) a Permitted Exclusion.

If the SLA is not met in any calendar month (other than as a result of Scheduled Downtime or a Permitted Exclusion), PES shall provide Customer, as its sole and exclusive remedy, a credit equal to two percent (2%) of the prorated monthly Fee for the month that the PES App(s) was unavailable (the "Prorated Monthly Fee"), plus an additional one percent (1%) of the Prorated Monthly Fee for each one percent (1%) that applicable Uptime is less than 99%, up to an aggregate maximum credit of six percent (6%) of the Prorated Monthly Fee. PES shall calculate Uptime and any service level downtime using its system logs and other records.

- c. **Scheduled Downtime.** If PES determines that it must intentionally interrupt the PES Apps or that there is a potential for the PES Apps to be interrupted to conduct system maintenance (collectively, "Scheduled Downtime"), PES will use good-faith efforts to notify Customer of such Scheduled Downtime at least forty-eight (48) hours in advance, and will use commercially reasonable efforts to ensure that Scheduled Downtime occurs during the hours of 12:00 a.m. to 6:00 a.m. Central Time.
- d. **Permitted Exclusions.** Notwithstanding any other provision of this Agreement to the contrary, performance issues resulting from any of the following shall be considered a "Permitted Exclusion" for purposes of the SLA: (i) any force majeure or other event caused by factors outside of PES's reasonable control; (ii) any actions or inactions of Customer or any third parties; (iii) any third party or Customer-provided network, hardware, device or equipment failure; or (iv) general Internet operations problems. PES shall only be responsible for hardware and software upon which its PES Apps are hosted and its internet service provider up to the point its internet service provider connects with the public internet. Customer-provided network hardware support (i.e. file servers, workstations, hubs, routers, etc.) is the responsibility of Customer.
- e. **Customer Must Request Service Credit.** To receive a credit pursuant to Section 5(b), Customer must notify PES by email or otherwise in writing of its request, with receipt confirmation, within thirty (30) days of service interruption.

6. **CUSTOMER DATA/ PRIVACY.**

- a. **Ownership and Use of Data.** Except as provided below, unless it receives Customer's prior written consent, PES shall not: (i) access, process, or otherwise use Customer Data; or (ii) intentionally grant any third party access to Customer Data, including without limitation, PES's other customers, except PES subcontractors that are subject to a reasonable nondisclosure agreement. As between PES and Customer, all Customer Data shall be owned by Customer. Notwithstanding the foregoing, PES may use and disclose Customer Data to fulfill its obligations under this Agreement or as required by applicable law or by proper legal or governmental authority. To the extent that it is not prohibited from doing so by law or the terms of such legal or governmental demand, PES shall give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense.
- b. **Anonymized Data.** Notwithstanding any provision herein, PES may use, reproduce, license, or otherwise exploit Anonymized Data, provided that Anonymized Data does not contain and is not PHI (as defined in the Health Insurance Portability and Accountability Act of 1996 and its related regulations, as each may be amended). "Anonymized Data" means Customer Data with PHI and the names and addresses of Customer and its Users removed.
7. **TERM; TERMINATION.**
- a. **Renewal Upon Payment of Fees.** Thirty (30) days prior to each anniversary of the Subscription Start Date, PES shall invoice Customer for Fees for the next twelve (12) month period. Payment of such Fees by Customer shall constitute a renewal of this Agreement for an additional twelve (12) month Renewal Term, during which time this Agreement may only be terminated

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- either (i) by mutual agreement of the parties, or (ii) for Cause pursuant to Section 7(c) below.
- b. **Non-Renewal.** Customer may elect not to pay Fees for a Renewal Term, in which event this Agreement and Customer's access to the PES Apps shall terminate at the end of the Initial Term or Renewal Term then in effect. PES may elect not to renew this Agreement for a Renewal Term by providing Customer with at least thirty (30) days advance written notice, in which event this Agreement and Customer's access to the PES Apps shall terminate at the end of the Initial Term or Renewal Term then in effect.
- c. **Termination for Cause.** Either party may terminate this Agreement, and Customer's use of the PES Offerings, for "Cause" in the event that:
- i. Either party breaches a material provision of this Agreement (which shall include non-payment of Fees) and such breach is not cured within 30 days after written notice is provided to the breaching party. Customer's access to the PES Offerings may be suspended during the 30-day cure period if the breach would cause potential damage to PES or otherwise renders Customer's continued use thereof unsafe;
  - ii. Either party files a petition in bankruptcy, whether voluntary or involuntary, or an assignment for the benefit of creditors, in which event termination shall be effective immediately; or
  - iii. Customer breaches or threatens to breach any of the provisions of: (A) Section 2(d) with respect to exclusions to Customer's license hereunder; or (B) Section 10 regarding confidentiality. Termination pursuant to this Section 7(c)(iii) shall be immediate upon written notice by PES.
- d. **Purchase Order Cancellation or Change.** After the Effective Date, Purchase Orders may not be cancelled, changed, suspended or deferred without the express, written consent of PES. Customer agrees to pay all Fees and costs associated with any cancellation, change, suspension or deferral of a Purchase Order including, without limitation, for PES's Customization work and PES's efforts to mitigate damages. If PES agrees to allow cancellation of a Purchase Order, then this Agreement shall terminate as of the date of such mutual agreement, otherwise, this Agreement and Customer's obligation to pay Fees shall continue for the remainder of the Term.
- e. **Returns.** PES Materials may be returned for a refund within thirty (30) days of the delivery date; provided, that returned PES Materials will not be accepted if they have been used or are not in good condition. Customized PES Offerings are non-refundable. If accepted, returned PES Materials are subject to a fifteen percent (15%) restocking fee. Return shipping fees are Customer's responsibility. If Customer desires to return PES Materials, Customer must first call PES Customer Service at 866.867.3192 and obtain a Return Goods Authorization Number (RGA#). Customer must then repackage PES Materials and mail them to Pediatric Emergency Standards, Inc., 11870 State Road 84, Suite C5, Davie, Florida 33325. PES Materials that are returned without prior authorization will be refused, and the carrier will charge Customer freight in both directions. If PES accepts returned items and issues a refund pursuant to this Section, then this Agreement shall terminate as of such refund date.
- f. **Effect of Termination.** Upon any termination of this Agreement pursuant to this Section 7, Customer's license to use and access to the PES Offerings will immediately cease and all Fees due hereunder shall be immediately due and payable; provided, however, that, in the event Customer terminates this Agreement pursuant to Section 7(c)(i) as a result of an uncured breach by PES or pursuant to Section 7(c)(ii) in the event PES files a petition in bankruptcy or makes an assignment for the benefit of creditors, then Customer shall be relieved of any further obligation to pay Fees and PES shall refund to Customer prorated Fees already paid by Customer for the remainder of the Term. The applicability of certain provisions in this Agreement shall survive termination as set forth in Section 18(e) below.
8. **SERVICE AND REPAIRS.** Updates to the PES Apps shall be made available to Customer at no additional charge. All service and/or repairs are performed wholly or in part at the discretion of PES. PES Materials damaged in delivery will be replaced at no cost to the Customer. Damage caused by wear and tear, abuse or accident is at the expense of Customer. The remedies provided herein are exclusive.
9. **DISCLAIMERS.**
2. **Disclaimer of Warranties.** EXCEPT AS PROVIDED HEREIN, THE PES OFFERINGS ARE PROVIDED ON AN "AS IS" BASIS, AND PES EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES RELATED THERETO, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND OTHERWISE.
  - b. **Disclaimers regarding Technology.** Customer acknowledges that accessing data online involves risks of unavailability of information and Customer assumes such risks. Customer has sole responsibility for obtaining, maintaining and securing its connections to the Internet. PES makes no representations to Customer regarding the reliability, performance or security of any network or provider. PES cannot control the flow of data to or from its network and other portions of the internet as such flow depends, in large part, on the performance of internet service providers or third parties. At times, actions or inactions of such third parties may impair or disrupt Customer's connections to the internet (or portions thereof). Accordingly, PES disclaims any and all liability resulting from or related in any way to any unavailability of a PES App, including as a result of Scheduled Downtime or a Permitted Exclusion, and Customer acknowledges that its sole remedies in any such event are as set forth in Section 5(b). For these reasons, Customer further agrees to instruct its Users and all medical personnel to have hard copies of Customer's Protocols and the PES Materials or other backup options immediately available at all times in case access to the PES Apps is interrupted or otherwise becomes unavailable.
  - c. **Disclaimers regarding Clinical Content.**
    - i. PES makes no representations or warranties with respect to the clinical content contained in the PES Offerings and in the Customized Offerings approved by Customer.
    - ii. Clinical guidelines and related clinical content contained in the PES Offerings must be approved by Customer pursuant to the Customization process prior to use in connection with patient care. Customer shall have an ongoing obligation to monitor and update the Customized Offerings to ensure consistency with Customer's Protocols, as Customer's Protocols may evolve over time. Customer shall submit a written request to PES for prompt revision and updating of the Customized Offerings when Customer or its medical staff, employees and/or contractors make modifications to Customer's Protocols.
    - iii. Customer hereby acknowledges that the Customized Offerings are not a substitute for the judgment of licensed medical professionals. The Customized Offerings are tools that may assist medical professionals in the delivery of care to patients. All medical judgments are reserved to licensed clinicians. Failure to render care consistent with recognized standards of care may result in injury to the patient.
    - iv. Customer must determine for itself whether the PES Offerings will meet its needs, and PES makes no representations or warranties in that regard.
10. **CONFIDENTIALITY.**
- a. **Confidential Information.** For purposes of this Agreement, the term "Confidential Information" means: (i) any non-public information of PES or Customer including, without limitation, information regarding the PES Offerings, information relating to current and planned products and services of PES and its technology, techniques, know-how, research, engineering, designs, finances, accounts, procurement requirements, manufacturing, customer lists, business forecasts and marketing plans; (ii) PES's security controls, policies, procedures, audits, or other information concerning PES's internal security posture; (iii) patient information obtained by Customer; (iv) any other information of a party that is disclosed in writing and is conspicuously designated as "Confidential" at the time of disclosure or that is disclosed orally and is identified as "Confidential" at the time of disclosure; and (v) this Agreement, including the Quote. Notwithstanding the foregoing, Confidential Information does not include information that: (A) is in the other party's possession at the time of disclosure; (B) is independently developed without use of or reference to Confidential Information; (C) becomes known publicly, before or after disclosure, other than as a result of a party's improper action or inaction; (D) is approved for release in writing by the disclosing party; or (E) is required to be disclosed by law.
  - b. **Nondisclosure.** The parties shall not use Confidential Information for any purpose other than to fulfill their respective obligations under this Agreement. Each party: (i) shall ensure that its employees or contractors are bound by confidentiality obligations no less restrictive than those contained herein; and (ii) shall not disclose Confidential Information to any third party without prior written consent from the disclosing party. Without

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limiting the generality of the foregoing, the receiving party shall protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. A receiving party shall promptly notify the disclosing party of any misuse or misappropriation of Confidential Information of which it becomes aware.

- c. **Injunction.** Customer agrees that breach of this Section would cause PES irreparable injury, for which monetary damages would not provide adequate compensation. In such instance, PES will be entitled to injunctive relief against such breach or threatened breach, without PES proving actual damages or posting a bond or other security, provided that if a judge determines that a bond is required, the parties agree that One Thousand Dollars (\$1,000) shall be a reasonable bond.
- d. **Open Records Laws and other Disclosure Requests.** PES acknowledges that Customer may be required to disclose certain Confidential Information if mandated by court order or, in the case of a Customer that is a governmental entity, pursuant to applicable open records laws or lawful public records requests. At such time as Customer becomes aware that it may be required to disclose Confidential Information, it agrees to (i) provide PES with prompt written notice in order to allow PES to protect its Confidential Information, object to the disclosure, and/or to seek a protective order, and (ii) cooperate with PES in such efforts. In addition to the obligations of this Section with respect to Confidential Information generally, Customer agrees to provide additional protection to PES source code information pursuant to Section 10(e) below.
- e. **Source Code.** THE SOURCE CODE FOR THE PES APPS SHALL BE CONSIDERED HIGHLY CONFIDENTIAL INFORMATION UNDER THIS AGREEMENT AND MAY NOT, UNDER ANY CIRCUMSTANCE, BE DISCLOSED BY CUSTOMER TO ANY THIRD PARTY EXCEPT PURSUANT TO A VALID COURT ORDER.
- f. **Return of Confidential Information.** Immediately upon termination of this Agreement or upon request, each party agrees to promptly return all Confidential Information and copies thereof belonging to the other party. If Customer is a governmental entity and required to retain certain Confidential Information after termination of this Agreement, then Customer shall retain only that portion of the Confidential Information that it is strictly required to retain under applicable law, return all other information to PES, and execute a reasonable non-disclosure agreement in connection with the retained Confidential Information.
- 11. INFRINGEMENT.**
- a. **IP Infringement.** PES shall defend and indemnify Customer from any damages, costs, liabilities, expenses (including reasonable and actual attorney's fees) actually incurred or finally adjudicated as to any third party claim or action alleging that the PES Apps infringe or misappropriate any third party's patent, copyright, trade secret or other intellectual property rights enforceable in the applicable jurisdiction (each a "Claim").
- b. **IP Remedies.** If any PES Offering becomes, or in PES's opinion is likely to become, the subject of an infringement or misappropriation claim, PES may, at its option and expense, either (i) procure for Customer the right to continue using such PES Offering; (ii) replace or modify the PES Offering so that it becomes non-infringing; or (iii) terminate Customer's right to use the PES Offering and issue Customer a refund for any Fees for periods after such termination. Notwithstanding the foregoing, PES will have no obligation or otherwise with respect to any infringement or misappropriation claim based upon: (A) any use of the PES Apps not in accordance with this Agreement or for purposes not intended by PES; (B) any use of the PES Offerings in combination with other products, equipment, software, or data not supplied or authorized by PES; (C) any use of any release of the PES Apps other than the most current release made available to Customer at no additional charge; or (D) any modification of a PES Offering made by any person other than PES or an authorized representative or agent thereof. In any such case Customer will defend PES from any such claim against PES.
- c. **Sole IP Liability.** This Section is PES's sole obligation and liability, and Customer's sole remedy, for potential or actual intellectual property infringement relating to the PES Offerings.
- d. **Procedures.** The party seeking indemnification (the "Indemnified Party") must give prompt written notice of such Claim to the other party (the "Indemnifying Party"), accompanied by copies of any written documentation regarding the Claim received by the Indemnified Party. The Indemnifying Party shall compromise or defend, at its own expense and with its own counsel, any such Claim. The Indemnified Party will have the

right, at its option, to participate in the settlement or defense of any such Claim, with its own counsel and at its own expense; provided, however, that the Indemnifying Party will have the right to control such settlement or defense. The Indemnifying Party will not enter into any settlement that imposes any liability or obligation on the Indemnified Party without the Indemnified Party's prior written consent. The parties will cooperate in any settlement or defense and give each other full access to all relevant information, at the Indemnifying Party's expense.

- 12. GOVERNMENT REGULATIONS.** Each party agrees to comply with all applicable import, export and anti-corruption statutes and regulations of the United States in connection with the manufacture, sale and distribution of the PES Offerings including, without limitation, the Foreign Corrupt Practices Act.
- 13. LIMITATION OF LIABILITY.**
- a. **LIMITATION OF DAMAGES.** UNDER NO CIRCUMSTANCES SHALL PES OR CUSTOMER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES, INCLUDING CLAIMS FOR DAMAGES FOR LOST PROFITS, GOODWILL, USE OF MONEY, INTERRUPTED OR IMPAIRED USE OF THE PES OFFERINGS, AVAILABILITY OF DATA, STOPPAGE OF WORK, OR IMPAIRMENT OF OTHER ASSETS.
- b. **LIMITATION OF LIABILITY.** PES'S MAXIMUM LIABILITY FOR ALL CLAIMS OF LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED FIVE (5) TIMES THE FEES PAID BY OR ON BEHALF OF CUSTOMER IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE APPLICABLE CLAIM.
- c. **Insurance.** Each party shall be responsible to carry insurance in appropriate amounts to cover the activities conducted by it under this Agreement. Upon written request, PES agrees to provide Customer with evidence of its insurance coverages.
- 14. DISPUTE RESOLUTION.**
- a. **Limitation of Action.** Except for claims arising from Customer's non-payment or underpayment of amounts owed to PES, any and all claims arising out of or related to this Agreement shall be barred, unless instituted either (i) within two (2) years from the date that the complaining party knew or should have known of the facts giving rise to a claim, or (ii) the applicable Ohio statute of limitations, whichever is shorter.
- b. **Governing Law.** This Agreement and any claim or controversy arising hereunder (whether in contract, tort, or otherwise, including statutory, consumer protection, or common law) shall be governed by the laws of the State of Ohio, without regard to conflicts of law. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. In any dispute, each party will bear its own attorneys' fees and costs.
- c. **Injunction.** Notwithstanding anything in this Agreement to the contrary, each party shall be entitled to seek injunctive or other equitable relief without first submitting the matter to mediation or arbitration.

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Venue for any action permitted to be brought in court under this Section shall be the appropriate state and federal courts located in Delaware County, Ohio.

g. **Signatures.** Electronic signatures on any portion of this Agreement (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures and are fully enforceable.

- 15. **SEVERABILITY.** If a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- 16. **NOTICE.** Notices provided under this Agreement must be in writing and delivered to PES's or Customer's principal place of business as forth in the Purchase Order and/or Quote by: (a) certified mail, return receipt requested; (b) hand delivery; (c) e-mail with a confirmed read receipt; or (d) reputable overnight carrier service. In the case of delivery by e-mail, the notice must be followed by a copy of the notice being delivered by a means provided in (a), (b) or (d). The notice will be deemed given on the day the notice is received by the party receiving such notice.
- 17. **DESIGN CHANGES.** Except as otherwise agreed expressly in writing, PES may at any time furnish improvements to a product's design and/or construction. PES may also furnish suitable substitutes for materials that are unobtainable because of priorities or regulations established by governmental authorities or the non-availability of products from suppliers.
- 18. **MISCELLANEOUS.**
  - a. **Merger Clause.** In entering into this Agreement, neither party is relying upon any representations or statements of the other that are not fully expressed herein or therein; rather each party is relying on its own judgment and due diligence and expressly disclaims reliance upon any representations or statement not expressly set forth in this Agreement. In the event Customer issues User instructions, internal memoranda, or any other document addressing any of the PES Offerings, it is hereby specifically agreed and understood that such writing is for the Customer's internal purposes only, and that any terms, provisions, and conditions contained therein shall in no way modify this Agreement.
  - b. **Assignment & Successors.** Neither party may assign, subcontract, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder, nor may it contract with third parties to perform any of its obligations hereunder except as contemplated in this Agreement, without the other party's prior written consent, except that either party may, without the prior consent of the other, assign all its rights under this Agreement to (i) a purchaser of all or substantially all of its assets, or (ii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which either party is participating (collectively, a "Change in Control"); provided however, that the non-assigning party is given notice of the Change in Control and the assignee is not a competitor of the non-assigning party hereunder.
  - c. **Force Majeure.** No delay, failure, or default, other than a failure to pay Fees when due, will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing party's reasonable control (collectively, "Force Majeure"). In such event, however, the delayed party must promptly provide the other party notice of the Force Majeure. The delayed party's time for performance will be excused for the duration of the Force Majeure, but if the Force Majeure event lasts longer than thirty (30) days, the other party may immediately terminate any unfulfilled Purchase Order.
  - d. **Waiver & Breach.** Neither party will be deemed to have waived any of its rights under this Agreement, unless it is an explicit written waiver made by an authorized representative. No waiver of a breach will constitute a waiver of any other breach.
  - e. **Survival of Terms.** Unless otherwise stated, all of PES's and Customer's respective obligations, representations and warranties under this Agreement which are not, by the express their terms, fully to be performed during the Term shall survive the termination of this Agreement. Without limiting the foregoing, the provisions of Terms and Conditions Sections 2(d), 6, 9, 10, 13, and 14 shall survive any termination of this Agreement.
  - f. **Authority.** An individual executing or delivering a Quote or a Purchase Order hereunder acknowledges that he or she has the authority to act on behalf of the Customer or PES, as the case may be, and bind such party to the terms hereof.

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

**8  
 RESOLUTION NO. 23-992**

**IN THE MATTER OF APPROVING THE AGREEMENT WITH NINTH BRAIN SUITE, LLC, FOR EMS MANAGEMENT SOFTWARE:**

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

WHEREAS, the Delaware County Director of Emergency Medical Services and staff recommend approval of the agreement with Ninth Brain Suite, LLC, for EMS Management Software;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following services agreement with Ninth Brain Suite, LLC, for EMS Management Software:

Ninth Brain  
 Terms of Service

This agreement is between Ninth Brain Suite, LLC, a Michigan corporation (Ninth Brain), and the customer



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agreeing to these terms (Customer). It is dated as of the date Ninth Brain signs below.

1. SOFTWARE AS A SERVICE. This agreement provides Customer access to and usage of an Internet based management software service as specified on an order and as further outlined at: [www.ninthbrain.com](http://www.ninthbrain.com) (Service).
2. USE OF SERVICE.
  - a. Customer Owned Data. All information, files and content uploaded by Customer remains the property of Customer, as between Ninth Brain and Customer (Customer Content). Customer grants Ninth Brain the right to use the Customer Content solely for purposes of performing under this agreement. During the term of this agreement, Customer may export its Customer Content via reports and various export tools found with the Service.
  - b. Contractor Access and Usage. Customer may allow its contractors to access the Services in compliance with the terms of this agreement, which access must be for the sole benefit of Customer. Customer is responsible for the compliance with this agreement by its contractors.
  - c. Customer Responsibilities. Customer is responsible for (i) controlling who is given view and administration access to the Service (ii) keeping its passwords secure and confidential; (iii) Customer Content and all activity in its account in the Service; (iv) using commercially reasonable efforts to prevent unauthorized access to its account, and notify Ninth Brain promptly of any such unauthorized access; (v) using the Service only in accordance with the Service's online help manual and applicable law; (vi) keeping its updated email address, and phone number when applicable, within the Service; (vii) retrieving their data prior to termination; and (viii) notifying Ninth Brain if other binding agreements are required by the customer, such as a BAA (Business Associate Agreement).
  - d. Ninth Brain Support. Ninth Brain shall provide customer support for the Service under the terms of Ninth Brain's Customer Support Policy (Support) which is located at [www.ninthbrain.com/suoport](http://www.ninthbrain.com/suoport), and is incorporated into this agreement for all purposes.
3. SERVICE LEVEL AGREEMENT & WARRANTY.
  - a. Warranty. Ninth Brain warrants to Customer: (i) the functionality or features of the Service may change but will not materially decrease during any paid term; and (ii) that the Support may change but will not materially degrade during any paid term.
  - b. Customer Warranty. Customer represents and warrants to Ninth Brain that all information and content it uploads or submits to the Service is true, accurate and correct.
  - c. DISCLAIMER. NINTH BRAIN DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE. WHILE NINTH BRAIN TAKES REASONABLE PHYSICAL, TECHNICAL AND ADMINISTRATIVE MEASURES TO SECURE THE SERVICE, NINTH BRAIN DOES NOT GUARANTEE THAT THE SERVICE CANNOT BE COMPROMISED. CUSTOMER UNDERSTANDS THAT THE SERVICE MAY NOT BE ERROR FREE, AND USE MAY BE INTERRUPTED. NINTH BRAIN DISCLAIMS ANY TYPE OF WARRANTY REGARDING THE ACCURACY OF ANY INFORMATION OR DATA PROVIDED WITHIN SERVICE.
4. PAYMENT. Customer must pay all fees as specified on the order, but if not specified then within 30 days of receipt of an invoice. Customer is responsible for the payment of all sales, use, withholding, VAT and other similar taxes. This agreement contemplates one or more orders for the Service, which orders are governed by the terms of this agreement. The fee structure may be changed by Ninth Brain no more than once per year upon 30 days prior written notice to customer. Ninth Brain has the right to audit number of users throughout the contract at any time. If the user base is over 10% of the original user base, Ninth Brain has the right to charge accordingly for the increase usage. Ninth Brain will alert the client of this change in cost upon 30 days prior to due date. Invoices are due upon receipt of invoice and payment is expected to be received by Ninth Brain within a 30 day window. Any balance remaining unpaid shall accrue interest at the lesser of 18% per annum or the maximum amount provided by law.
5. MUTUAL CONFIDENTIALITY.
  - a. Definition of Confidential Information. Confidential Information means all non-public information disclosed by a party (Discloser) to the other party (Recipient), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure (Confidential Information). Ninth Brain's Confidential Information includes without limitation the Service (including without limitation the Service user interface design and layout, and pricing information).
  - b. Protection of Confidential Information. The Recipient must use the same degree of care that it uses to protect the confidentiality of its own confidential information (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Discloser for any purpose

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outside the scope of this agreement. The Recipient must make commercially reasonable efforts to limit access to Confidential Information of Discloser to those of its employees and contractors who need such access for purposes consistent with this agreement and who have signed confidentiality agreements with Recipient no less restrictive than the confidentiality terms of this agreement.

c. Exclusions. Confidential Information excludes information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser, (ii) was known to the Recipient prior to its disclosure by the Discloser without breach of any obligation owed to the Discloser, (iii) is received from a third party without breach of any obligation owed to Discloser, or (iv) was independently developed by the Recipient without use or access to the Confidential Information. The Recipient may disclose Confidential Information to the extent required by law or court order, but will provide Discloser with advance notice to seek a protective order.

6. NINTH BRAIN PROPERTY.

a. Reservation of Rights. The software, workflow processes, user interface, designs, know-how, and other technologies provided by Ninth Brain as part of the Service are the proprietary property of Ninth Brain and its licensors, and all right, title and interest in and to such items, including all associated intellectual property rights, remain only with Ninth Brain. Customer may not remove or modify any proprietary marking or restrictive legends in the Service. Ninth Brain reserves all rights unless expressly granted in this agreement.

b. Restrictions. Customer may not (i) sell, resell, rent or lease the Service or use it in a service provider capacity; (ii) use the Service to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third-party rights; (iii) interfere with or disrupt the integrity or performance of the Service; (iv) attempt to gain unauthorized access to the Service or their related systems or networks; (v) reverse engineer the Service; or (vi) access the Service to build a competitive service or product, or copy any feature, function or graphic for competitive purposes.

c. Aggregate Data. During and after the term of this agreement, Ninth Brain may use non-personally identifiable data within the Service for purposes of enhancing the Service, aggregated statistical analysis, technical support and other business purposes.

7. TERM AND TERMINATION.

a. Term. This agreement continues until all orders have terminated.

b. Mutual Termination for Material Breach. If either party is in material breach of this agreement, the other party may terminate this agreement at the end of a written 30-day notice/cure period, if the breach has not been cured.

c. Termination Without Cause. Either party may terminate this agreement upon sixty (60) days' notice, without cause. If a client is on an upfront payment plan, client can terminate agreement with notice 60 days prior; however, the upfront payment is non-refundable.

d. Return of Customer Content.

- Before termination is complete, upon request Ninth Brain will make the Service available for Customer to export Customer Content as provided in Section 2(a).
- After termination, Ninth Brain has no obligation to maintain the Customer Content and may destroy it.

e. Return Ninth Brain Property Upon Termination. Upon termination of this agreement for any reason, Customer must pay Ninth Brain for any unpaid amounts, and destroy or return all property of Ninth Brain. Upon Ninth Brain's request, Customer will confirm in writing its compliance with this destruction or return requirement.

f. Suspensions. Ninth Brain may temporarily suspend the Service or remove the applicable Customer Content, or both, if it in good faith believes that, as part of using the Service, Customer has violated a law, or if Customer has unpaid invoices. Ninth Brain will attempt to contact Customer in advance.

8. LIABILITY LIMIT; INDEMNIFICATION.

a. EXCLUSION OF INDIRECT DAMAGES. Ninth Brain is not liable for any indirect, special, Incidental or consequential damages arising out of or related to this agreement (including, without limitation, costs of delay; loss of data, records or information; and lost profits, revenue or anticipated cost savings), even if it knows of the possibility of such damage or loss.

b. TOTAL LIMIT ON LIABILITY. Ninth Brain's total liability arising out of or related to this agreement (whether in contract, tort or otherwise) does not exceed the amount paid by Customer within the 12 month period prior to the event that gave rise to the liability.

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c. **INFRINGEMENT.** Ninth Brain will defend, indemnify, and hold Customer (and its users, officers, directors, employees and agents) harmless from and against all costs, liabilities, losses, and expenses (including reasonable attorneys' fees) (collectively, "Losses") incurred in connection with any third party claim, suit, action, or proceeding arising from the actual or alleged infringement of any United States copyright, patent, trademark, or misappropriation of a trade secret by the Service. In case of such a claim, Ninth Brain may, in its sole discretion and at its sole cost, procure a license that will protect Customer against such claim, replace the Service with a comparable non-infringing version, or terminate the Agreement without fault, provided that in case of such a termination, Customer will receive a pro-rata refund of the applicable fees. The obligations contained in this paragraph will not apply to the extent that the alleged infringement would not exist without: (i) modification of the Service, or any component thereof, by Customer or any user, (ii) combination by Customer or any user of the Service, or any component thereof, with any third party technology, (iii) continued use of the Service, or any component thereof, by Customer or any user more than thirty (30) days after Customer is notified of the alleged infringement or modifications that would have avoided the alleged infringement, or (iv) use by Customer or any user of the Service in breach of this Agreement. In case of any claim that is subject to indemnification under this Agreement, the party that is indemnified ("Indemnitee") will provide the indemnifying party ("Indemnitor") reasonably prompt notice of the relevant claim. Indemnitor will defend and/or settle, at its own expense, any demand, action, or suit on any claim subject to indemnification under this Agreement. Each party will cooperate in good faith with the other to facilitate the defense of any such claim and will tender the defense and settlement of any action or proceeding covered by this section to the Indemnitor upon request. Claims may be settled without the consent of the Indemnitee, unless the settlement includes an admission of wrongdoing, fault or liability.

9. **GOVERNING LAW AND FORUM.** This agreement is governed by the laws of the State of Ohio (without regard to conflicts of law principles) for any dispute between the parties or relating in any way to the subject matter of this agreement. Any suit or legal proceeding must be exclusively brought in the state courts for Delaware County, Ohio, and the parties submit to this personal jurisdiction and venue. Nothing in this agreement prevents either party from seeking injunctive relief in a court of competent jurisdiction.

10. **OTHER TERMS.**

a. **Entire Agreement and Changes.** This agreement and the order constitute the entire agreement between the parties and supersede any prior or contemporaneous negotiations or agreements, whether oral or written, related to this subject matter. Customer is not relying on any representation concerning this subject matter, oral or written, not included in this agreement. No representation, promise or inducement not included in this agreement is binding. No modification of this agreement is effective unless both parties sign it, and no waiver is effective unless the party waiving the right signs a waiver in writing.

b. **Successors and Assigns.** This agreement shall be binding upon and inure to the benefit of the parties and their respective successors and lawful assigns.

c. **Independent Contractors.** The parties are independent contractors with respect to each other.

d. **Enforceability and Force Majeure.** If any term of this agreement is invalid or unenforceable, the other terms remain in effect Except for the payment of monies, neither party is liable for events beyond its reasonable control, including, without limitation force majeure events.

e. **Money Damages Insufficient** Any breach by a party of this agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party. The other party may seek a court order to stop any breach or avoid any future breach.

f. **No Additional Terms.** Ninth Brain rejects additional or conflicting terms of any Customer form-purchasing document.

g. **Order of Precedence.** If there is an inconsistency between this agreement and an order, the order prevails.

h. **Survival of Terms.** Any terms that by their nature survive termination of this agreement for a party to assert its rights and receive the protections of this agreement, will survive. The UN Convention on Contracts for the International Sale of Goods does not apply.

i. **Feedback.** By submitting ideas, suggestions or feedback to Ninth Brain regarding the Service, (i) Customer agrees that such items submitted do not contain confidential or proprietary information; and (ii) Customer hereby grants Ninth Brain an irrevocable, unlimited, royalty-free and fully-paid perpetual license to use such items for any business purpose.

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Programs	#of Accounts	Payment Plan	Yearly investment	10% Discount with Upfront Yearly Payment	first Year/ Free Month Promotion Discount
Delaware County EMS: Platinum Package with NBS Library Upgrade	140	Upfront Annual	\$20,160	\$10,144	\$16,632
Delaware County Fire: LMS Service Package with NBS Library Upgrade	150		\$11,700	\$10,530	\$9,653
				<b>First Annual Term:</b>	<b>\$26,285</b>
				<b>Renewal</b>	<b>\$28,674</b>

**Special Terms:**

This is for a Parent/Child structure, where Delaware County EMS is the parent and Delaware County Fire is the child site. Contracts on annual upfront payment plans will auto-renew unless notified about subscription changes or 60 days prior notification of termination.

New client promotion is included into this contract; one free month for the first year. Pricing for the next annual term, with 10% discount, will include a full 12 month cost (\$28,674).

**All Subscriptions Include:**

- Initial and ongoing on line training for administrators, scheduled at your convenience
- Automatic free upgrade when a new version of our software is released
- Email and toll-free client support during normal business hours (8-5 PM EST)

**Terms:** This order is governed by the terms of the Terms of Service between the parties, which terms are incorporated into this order for all purposes. This order and the agreement are the entire agreement between the parties, and they supersede and replace all prior and contemporaneous negotiations, agreements, representations and discussions regarding this subject matter. Only a signed writing of the parties may amend this order.

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

**9  
RESOLUTION NO. 23-993**

**IN THE MATTER OF APPROVING THE FIRST AMENDMENT TO THE CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, AND DR. KARA PREDMORE, PSY.D., FOR THE PURCHASE OF PSYCHOLOGIST SERVICES:**

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

WHEREAS, the Director of Jobs & Family Services recommends approval of an amendment to the contract with Dr. Kara Predmore, Psy.D.;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following amendment to the contract with Dr. Kara Predmore, Psy.D. for Psychologist Services:

**First Amendment  
To  
Contract for the Purchase of  
Psychologist Services  
Between  
Delaware County Board of County Commissioners  
and  
Kara Predmore, Psy.D.**

This First Amendment of the Contract For The Provision of Psychologist Services is entered into this 20<sup>th</sup> day of November, 2023 by and between the Delaware County, Ohio Board of County Commissioners (hereinafter “Board”), whose address is 91 North Sandusky Street, Delaware, Ohio 43015, the Delaware County, Ohio Department of Job and Family Services, a Title IV-E Agency, (hereinafter “Agency”) whose address is 145 North Union Street, 2<sup>nd</sup> Floor, Delaware, Ohio 43015, and Kara Predmore, Psy.D. (hereinafter “Provider”) whose address is 75 E. Wilson Bridge Road, Ste. C6, Worthington, Ohio 43085 (hereinafter collectively the “Parties.”).

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WHEREAS, the Parties entered into the Contract for Psychological Services on May 4, 2023.

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

NOW THEREFORE, the Parties agree as follows:

- 1. The Parties agree to amend the Agreement to add the following Provisions:
  - A. The contract service period shall be extended for the service period January 1, 2024 through December 31, 2024.

2. Signatures

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

3. Conflicts

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

4. Terms of Agreement Unchanged

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

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

**10**  
**RESOLUTION NO. 23-994**

**IN THE MATTER OF APPROVING DRAINAGE MAINTENANCE PETITION AND DITCH MAINTENANCE ASSESSMENTS FOR LIBERTY GRAND COMMUNITIES SECTION 2:**

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

WHEREAS, on November 2, 2023, a Ditch Maintenance Petition for Liberty Grand Communities Section 2 (the "Petition") was filed with the Board of Commissioners of Delaware County (the "Board"); and

WHEREAS, the Petition sets forth the drainage improvements that have been or will be constructed within Liberty Grand Communities Section 2, 31.70 acres in Liberty Township; and

WHEREAS, the petitioners have requested that the drainage improvements be accepted into the Delaware County Drainage Maintenance Program and that an annual maintenance assessment be collected with the real estate taxes for the improvements in the subject lot to cover the cost of current and future maintenance of the improvements; and

WHEREAS, the petitioners represent 100% of the property owners to be assessed for maintenance related to this drainage improvement and have waived their rights to a public viewing and hearing; and

WHEREAS, based on a review of the Petition and all accompanying documents, the Board has determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program;

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

Section 1. The Board hereby grants the Petition, the Board having found and determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

Section 2. The Board hereby approves the maintenance assessments, in accordance with the Petition, as follows:

The cost of the drainage improvements is \$845,948.66 and a detailed cost estimate is attached. The drainage improvements are being constructed for the benefit of the lot(s) being created in the subject site. The developed area of 31.70 acres will receive benefits (cost) of the project on a per acre basis. The basis for calculating the assessment for each lot is therefore, \$26,686.08 per acre. An annual maintenance fee equal to 2% of this basis (\$ 533.72) will be collected for each developed acre. We (I) understand that the basis for

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calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$16,918.92 has been paid to Delaware County.

We (I) understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$16,918.92 has been paid to Delaware County.

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

**11****RESOLUTION NO. 23-995**

**IN THE MATTER OF APPROVING PLANS, SPECIFICATIONS, AND ESTIMATES AND  
SETTING THE BID DATE AND TIME FOR THE PROJECT KNOWN AS DEL-CR123-1.30  
HYATTS ROAD IMPROVEMENTS:**

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

WHEREAS, the Delaware County Engineer has prepared plans, specifications and estimates for the project known as DEL-CR123-1.30 Hyatts Road Improvements (the "Improvement");

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

Section 1. The Board hereby approves the plans, specifications and estimates for the Improvement.

Section 2. The Board hereby authorizes the County Engineer to advertise for and receive bids for Improvement on behalf of the Board in accordance with the following Public Notice:

**Public Notice  
Advertisement for Bids**

Bids shall be submitted electronically through the [www.bidexpress.com](http://www.bidexpress.com) web service until 10:00 am on Tuesday, January 9, 2024, at which time they will be publicly received and read aloud, for the project known as:

**DEL-CR123-1.30  
Hyatts Road Improvements**

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

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

This notice is posted on the Delaware County website at [www.co.delaware.oh.us](http://www.co.delaware.oh.us) and may be accessed by selecting "Public Notices and Bids."

The Owner requires that all work associated with the project be completed before September 26, 2024. The estimated commencement of work date is January 22, 2024.

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

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

Delaware Gazette Advertisement Dates: November 25, 2023

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

**12****RESOLUTION NO. 23-996**

**IN THE MATTER OF APPROVING THE PLATS OF SUBDIVISION FOR LIBERTY GRAND  
COMMUNITIES SECTION 2 AND SLATE RIDGE RESIDENTIAL (SLATE RIDGE LOTS 9089 &  
9092 AMENDED):**

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

WHEREAS, Liberty Grand II, LLC, has submitted the plat of subdivision for Liberty Grand Communities Section 2, including related development plans, and requests approval thereof by the Board of Commissioners of Delaware County; and

WHEREAS, Kerbler Farms, LLC, has submitted the plat of subdivision for Slate Ridge Residential (Slate Ridge Lots 9089 & 9092 amended), including related development plans, and requests approval thereof by the Board of Commissioners of Delaware County;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the plat of subdivision for Liberty Grand Communities Section 2 and the plat of subdivision for Slate Ridge Residential:

Liberty Grand Communities Section 2:

Situated in the State of Ohio, County of Delaware, township of Liberty in Farm Lots D (16.681 Ac.) and E (15.967 Ac.), , quarter township 2, township 3, range 19, United States Military Lands, containing 32.648 acres of land, more or less, said 32.648 acres being part of that tract of land conveyed to Liberty Grand II, LLC by deed of record in Official Record 2014, Page 609, also being a resubdivision of Lot 6163 of the subdivision entitled "Liberty Grand Communities Section 1", of record in Official Record 1793, page 2847, Recorder's Office , Delaware County, Ohio. Cost: \$6.00 (*\$3.00 per buildable lot*)

Slate Ridge Residential (Slate Ridge lots 9089 & 9092 amended):

Situated in the State of Ohio, County of Delaware, township of Orange, located in Farm Lots 6,7,18, 19 & 20, quarter township 2, township 3, range 18 of the United States Military District and being of all lots 9092 and 9089 of Slate Ridge as shown in book 1869, page 766 and stored in plat cabinet 5 slide 635. Being a part of those lands as conveyed to Kerbler Farms LLC as described in Official Record 1217 page 452, being a part of those lands as conveyed to Kerbler Builders, as described in D.V. 505, page 121, and a part of those lands conveyed to Jak Investments II, LLC as described in Official Record 1190 page 31. All records are on file at the Delaware County Recorder's Office, Delaware County, Ohio. Cost: \$12.00 (*\$3.00 per buildable lot*)

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

**13**  
**COUNTY ENGINEER'S BUDGET SUMMARY PRESENTATION FOR 2024**  
-Presentation given by Rob Riley

**14**  
**RESOLUTION NO. 23-997**

**IN THE MATTER OF ESTABLISHING NEW FUNDS AND ORGANIZATION KEYS AND RE-ESTABLISHING ORGANIZATION KEYS:**

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

**New Fund**

532	BR DI Kingston #2017-1
533	BR DI Kingston #2017-2
534	BR DI Gorsuch #588

**New Organization Keys**

10031356	Sheriff Training
28631355	LEAP Forward 2023
40940463	2024 OPWC
40940464	S County Line GRF Proj
40940465	Warrensburg Bridge
53211151	BR DI Kingston #2017-1
53311152	BR DI Kingston #2017-2
53411153	BR DI Gorsuch #588

**Re-establish Organization Keys**

10040401	Map Room
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Vote on Motion                      Mr. Benton   Aye                      Mr. Merrell   Aye                      Mrs. Lewis   Aye

**15**  
**RESOLUTION NO. 23-998**

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**IN THE MATTER OF ESTABLISHING A SPECIAL REVENUE FUND IN ACCORDANCE WITH O.R.C. 5705.13(B):**

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

WHEREAS, pursuant to section 5705.13(B) of the Revised Code, the Delaware County Board of Commissioners (the "Board") may establish a special revenue fund for the purpose of accumulating resources for the payment of accumulated sick leave and vacation leave, and for payments in lieu of taking compensatory time off, upon the termination of employment or the retirement of officers and employees of the county; and

WHEREAS, the special revenue fund established pursuant to section 5705.13(B) of the Revised Code may also accumulate resources for payment of salaries during any fiscal year when the number of pay periods exceeds the usual and customary number of pay periods; and

WHEREAS, the Director of Finance recommends establishing a special revenue fund for the purposes set forth in section 5705.13(B) of the Revised Code;

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

Section 1. The Board hereby establishes a special revenue fund, Fund 333 "Term Leave Payouts" (the "Fund"), pursuant to section 5705.13(B) of the Revised Code, for the purpose of accumulating resources for the payment of accumulated sick leave and vacation leave, and for payments in lieu of taking compensatory time off, upon the termination of employment or the retirement of officers and employees of the county. The Fund may also accumulate resources for payment of salaries during any fiscal year when the number of pay periods exceeds the usual and customary number of pay periods.

Section 2. The Board hereby establishes a new Organizational Key as follows:

<b>Establish New Org Key</b>	
33311340	Term Leave Payouts

Section 3. In accordance with section 5705.13(B) of the Revised Code, the Board may transfer money to the Fund from any other county fund from which payments meeting the authorized purposes stated herein may lawfully be made. The Board may rescind the Fund, whereupon money that has accumulated in the Fund shall be transferred to the fund or funds from which the money originally was transferred.

Section 4. The Clerk of the Board is hereby directed to certify a copy of this Resolution to the Delaware County Auditor.

Section 5. This Resolution shall take effect immediately upon adoption.

Vote on Motion	Ms. Lewis Aye	Mr. Merrell Aye	Mr. Benton Aye
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**16  
RESOLUTION NO. 23-999**

**IN THE MATTER OF APPROVING THE YEAR 2024 APPROPRIATIONS:**

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

WHEREAS, pursuant to section 5705.38 of the Revised Code, on or about the first day of each fiscal year, the Delaware County Board of Commissioners (the "Board") shall pass an appropriation measure based on the official certificate of estimated resources or amendments thereto; and

WHEREAS, the appropriation measure shall be classified so as to set forth separately the amounts appropriated for each office, department, and division, and, within each, the amount appropriated for personal services; and

WHEREAS, the total appropriations from each fund shall not exceed the total of the estimated revenue available for expenditure therefrom, as certified by the budget commission; and

WHEREAS, the revenues stated herein are derived from the current official certificate of estimated resources and are subject to change, without further action by the Board, upon the budget commission's issuance of an amended official certificate of estimated resources; and

WHEREAS, the County Administrator, in consultation with the Deputy County Administrators, the Director of Finance and the Fiscal Manager, has prepared and submitted this Resolution and recommends its adoption;

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



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Ohio, that the Year 2024 Appropriations be approved as follows:

**BUDGET RESOLUTION (COMMISSIONERS REQUEST)**

**BUDGET  
REQUEST**

**100 GENERAL FUND**

410	TAXES	105,083,000.00
	FEES AND CHARGES FOR	
420	SERVICES	18,479,053.00
430	LICENSES AND PERMITS	2,653,131.00
440	FINES AND FORFEITURES	289,000.00
450	INTERGOVERNMENTAL	8,086,079.00
460	INTERFUND REVENUE	166,316.00
470	MISCELLANEOUS REVENUE	8,957,779.00
480	OTHER FINANCING SOURCES	100,000.00
		<u>143,814,358.00</u>

500	SALARY	52,692,376.00
510	BENEFITS	22,287,452.00
520	MATERIALS AND SUPPLIES	4,359,017.00
530	SERVICES AND CHARGES	23,857,664.00
540	CAPITAL OUTLAY & EQUIPMENT	18,964,500.00
560	GRANTS IN AID	2,879,157.00
580	TRANSFERS	18,774,192.00
		<u>143,814,358.00</u>

**10010101 AUDITOR**

410	TAXES	15,398,000.00
	FEES AND CHARGES FOR	
420	SERVICES	6,756,600.00
430	LICENSES AND PERMITS	12,400.00
450	INTERGOVERNMENTAL	1,610,000.00
		<u>23,777,000.00</u>

500	SALARY	1,300,820.00
510	BENEFITS	570,574.00
520	MATERIALS AND SUPPLIES	15,000.00
530	SERVICES AND CHARGES	98,500.00
		<u>1,984,894.00</u>

**10010102 WEIGHTS AND MEASURES**

500	SALARY	160,680.00
510	BENEFITS	40,368.00
520	MATERIALS AND SUPPLIES	4,300.00
530	SERVICES AND CHARGES	19,490.00
		<u>224,838.00</u>

**10011101 COMMISSIONERS ADMIN**

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	FEES AND CHARGES FOR	
420	SERVICES	1,126,000.00
470	MISCELLANEOUS REVENUE	<u>75,000.00</u>
		<b>1,201,000.00</b>
500	SALARY	1,110,682.00
510	BENEFITS	404,168.00
520	MATERIALS AND SUPPLIES	14,000.00
530	SERVICES AND CHARGES	<u>63,620.00</u>
		<b>1,592,470.00</b>

**10011102 COMMISSIONERS GENERAL**

410	TAXES	36,412,110.00
450	INTERGOVERNMENTAL	4,479,825.00
460	INTERFUND REVENUE	<u>166,316.00</u>
		<b>41,058,251.00</b>
520	MATERIALS AND SUPPLIES	32,000.00
530	SERVICES AND CHARGES	4,017,943.00
560	GRANTS IN AID	1,129,157.00
580	TRANSFERS	<u>14,263,796.00</u>
		<b>19,442,896.00</b>

**10011103 RECORDS CENTER**

	FEES AND CHARGES FOR	
420	SERVICES	<u>3,000.00</u>
		<b>3,000.00</b>
500	SALARY	284,559.00
510	BENEFITS	126,511.00
520	MATERIALS AND SUPPLIES	43,131.00
530	SERVICES AND CHARGES	<u>44,865.00</u>
		<b>499,066.00</b>

**10011105 LAND AND BUILDINGS**

	FEES AND CHARGES FOR	
420	SERVICES	2,000.00
470	MISCELLANEOUS REVENUE	81,000.00
480	OTHER FINANCING SOURCES	<u>75,000.00</u>
		<b>158,000.00</b>
500	SALARY	1,529,549.00
510	BENEFITS	673,191.00
520	MATERIALS AND SUPPLIES	345,299.00
530	SERVICES AND CHARGES	<u>1,681,010.00</u>
		<b>4,229,049.00</b>

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**10011106 COUNTY GARAGE**

	FEES AND CHARGES FOR	
420	SERVICES	7,500.00
470	MISCELLANEOUS REVENUE	<u>5,000.00</u>
		<b>12,500.00</b>
500	SALARY	183,593.00
510	BENEFITS	85,531.00
520	MATERIALS AND SUPPLIES	921,000.00
530	SERVICES AND CHARGES	<u>82,773.00</u>
		<b>1,272,897.00</b>

**10011107 ZONING**

	FEES AND CHARGES FOR	
420	SERVICES	1,100.00
430	LICENSES AND PERMITS	<u>3,210.00</u>
		<b>4,310.00</b>
500	SALARY	3,402.00
510	BENEFITS	1,481.00
530	SERVICES AND CHARGES	<u>666.00</u>
		<b>5,549.00</b>

**10011108 HUMAN RESOURCES**

500	SALARY	472,153.00
510	BENEFITS	169,616.00
520	MATERIALS AND SUPPLIES	13,500.00
530	SERVICES AND CHARGES	<u>186,605.00</u>
		<b>841,874.00</b>

**10011110 HUMAN SERVICES**

580	TRANSFERS	<u>1,663,346.00</u>
		<b>1,663,346.00</b>

**10011139 PUBLIC INFO/COMMUNITY RELATION**

500	SALARY	156,205.00
510	BENEFITS	66,616.00
520	MATERIALS AND SUPPLIES	2,550.00
530	SERVICES AND CHARGES	<u>92,840.00</u>
		<b>318,211.00</b>

**10011160 COMM PRE HOSPITAL CARE BOARD**

520	MATERIALS AND SUPPLIES	45,000.00
530	SERVICES AND CHARGES	80,000.00

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125,000.00

**10011180 2007 CO SALES TAX REVENUE FUND**

410 TAXES 53,272,890.00

53,272,890.00

**10011301 BUILDING SAFETY**

FEES AND CHARGES FOR  
 420 SERVICES 619,543.00  
 430 LICENSES AND PERMITS 2,637,521.00

3,257,064.00

500 SALARY 1,797,204.00  
 510 BENEFITS 784,275.00

520 MATERIALS AND SUPPLIES 48,450.00  
 530 SERVICES AND CHARGES 365,649.00

2,995,578.00

**10011302 EMPLOYEE SAFETY**

500 SALARY 67,260.00

510 BENEFITS 33,618.00

520 MATERIALS AND SUPPLIES 9,000.00

530 SERVICES AND CHARGES 14,750.00

124,628.00

**10011303 EMERGENCY MEDICAL SERVICES**

FEES AND CHARGES FOR  
 420 SERVICES 1,300,000.00

1,300,000.00

500 SALARY 8,229,881.00

510 BENEFITS 3,199,901.00

520 MATERIALS AND SUPPLIES 695,825.00

530 SERVICES AND CHARGES 2,447,327.00

14,572,934.00

**10011501 COUNTY HOME**

530 SERVICES AND CHARGES 15,000.00

15,000.00

**10012101 PROSECUTING ATTORNEY**

FEES AND CHARGES FOR  
 420 SERVICES 20,000.00

20,000.00

500 SALARY 2,661,799.00

510 BENEFITS 1,042,142.00

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520	MATERIALS AND SUPPLIES	16,750.00
530	SERVICES AND CHARGES	<u>156,130.00</u>
		<b>3,876,821.00</b>

**10012301 VICTIMS ASSISTANCE**

500	SALARY	237,532.00
510	BENEFITS	103,500.00
530	SERVICES AND CHARGES	<u>2,120.00</u>
		<b>343,152.00</b>

**10013101 RECORDER**

	FEES AND CHARGES FOR	
420	SERVICES	<u>910,900.00</u>
		<b>910,900.00</b>
500	SALARY	355,000.00
510	BENEFITS	129,074.00
520	MATERIALS AND SUPPLIES	40,000.00
530	SERVICES AND CHARGES	<u>5,546.00</u>
		<b>529,620.00</b>

**10014101 TREASURER**

	FEES AND CHARGES FOR	
420	SERVICES	1,612,497.00
470	MISCELLANEOUS REVENUE	<u>8,578,976.00</u>
		<b>10,191,473.00</b>
500	SALARY	566,704.00
510	BENEFITS	210,246.00
520	MATERIALS AND SUPPLIES	27,500.00
530	SERVICES AND CHARGES	<u>247,674.00</u>
		<b>1,052,124.00</b>

**10016101 BOARD OF ELECTIONS**

	FEES AND CHARGES FOR	
420	SERVICES	276,200.00
450	INTERGOVERNMENTAL	6,000.00
470	MISCELLANEOUS REVENUE	<u>600.00</u>
		<b>282,800.00</b>
500	SALARY	1,650,994.00
510	BENEFITS	580,088.00
520	MATERIALS AND SUPPLIES	290,500.00
530	SERVICES AND CHARGES	<u>1,518,500.00</u>
		<b>4,040,082.00</b>

**10020201 CLERK OF COURTS**

	FEES AND CHARGES FOR	
420	SERVICES	550,025.00
440	FINES AND FORFEITURES	35,000.00

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470	MISCELLANEOUS REVENUE	45,500.00
		<u>630,525.00</u>
500	SALARY	921,872.00
510	BENEFITS	466,962.00
520	MATERIALS AND SUPPLIES	41,100.00
530	SERVICES AND CHARGES	<u>38,320.00</u>
		<b>1,468,254.00</b>

**10022202 ADULT COURT SERVICES**

500	SALARY	1,090,405.00
510	BENEFITS	442,561.00
520	MATERIALS AND SUPPLIES	11,000.00
530	SERVICES AND CHARGES	<u>12,000.00</u>
		<b>1,555,966.00</b>

**10023201 DOMESTIC RELATIONS**

	FEES AND CHARGES FOR	
420	SERVICES	40,000.00
470	MISCELLANEOUS REVENUE	<u>103.00</u>
		<b>40,103.00</b>
500	SALARY	1,724,336.00
510	BENEFITS	815,913.00
520	MATERIALS AND SUPPLIES	45,608.00
530	SERVICES AND CHARGES	<u>162,758.00</u>
		<b>2,748,615.00</b>

**10025201 COMMON PLEAS GENERAL DIVISION**

500	SALARY	1,014,516.00
510	BENEFITS	533,456.00
520	MATERIALS AND SUPPLIES	72,400.00
530	SERVICES AND CHARGES	<u>290,200.00</u>
		<b>1,910,572.00</b>

**10026201 JUVENILE COURT**

	FEES AND CHARGES FOR	
420	SERVICES	222,000.00
440	FINES AND FORFEITURES	5,000.00
450	INTERGOVERNMENTAL	<u>35,000.00</u>
		<b>262,000.00</b>
500	SALARY	2,661,273.00
510	BENEFITS	1,000,976.00
520	MATERIALS AND SUPPLIES	70,500.00
530	SERVICES AND CHARGES	<u>342,000.00</u>
		<b>4,074,749.00</b>

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**10026202 JUVENILE CORRECTION CENTER**

530	SERVICES AND CHARGES	472,875.00
		<b>472,875.00</b>

**10027201 PROBATE COURT**

420	FEES AND CHARGES FOR SERVICES	135,000.00
		<b>135,000.00</b>
500	SALARY	571,104.00
510	BENEFITS	265,385.00
520	MATERIALS AND SUPPLIES	2,500.00
530	SERVICES AND CHARGES	136,200.00
580	TRANSFERS	35,000.00
		<b>1,010,189.00</b>

**10029202 COURT OF APPEALS**

530	SERVICES AND CHARGES	50,000.00
		<b>50,000.00</b>

**10029203 MUNICIPAL COURT**

420	FEES AND CHARGES FOR SERVICES	10,000.00
440	FINES AND FORFEITURES	128,000.00
		<b>138,000.00</b>
500	SALARY	25,000.00
510	BENEFITS	4,088.00
530	SERVICES AND CHARGES	562,892.00
		<b>591,980.00</b>

**10030301 CORONER**

500	SALARY	255,057.00
510	BENEFITS	152,001.00
520	MATERIALS AND SUPPLIES	11,200.00
530	SERVICES AND CHARGES	308,448.00
		<b>726,706.00</b>

**10031301 SHERIFF / DEPUTIES**

420	FEES AND CHARGES FOR SERVICES	3,090,000.00
440	FINES AND FORFEITURES	35,000.00
450	INTERGOVERNMENTAL	57,500.00
470	MISCELLANEOUS REVENUE	74,500.00
480	OTHER FINANCING SOURCES	25,000.00
		<b>3,282,000.00</b>

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500	SALARY	13,974,639.00
510	BENEFITS	6,162,618.00
520	MATERIALS AND SUPPLIES	920,268.00
530	SERVICES AND CHARGES	<u>1,354,517.00</u>
		<b>22,412,042.00</b>

**10031302 SHERIFF PRISONER TRANSPORT**

530	SERVICES AND CHARGES	<u>45,000.00</u>
		<b>45,000.00</b>

**10031303 SHERIFF JAIL**

	FEES AND CHARGES FOR	
420	SERVICES	430,000.00
440	FINES AND FORFEITURES	36,000.00
450	INTERGOVERNMENTAL	10,000.00
470	MISCELLANEOUS REVENUE	<u>94,100.00</u>
		<b>570,100.00</b>
500	SALARY	5,699,250.00
510	BENEFITS	2,581,013.00
520	MATERIALS AND SUPPLIES	348,865.00
530	SERVICES AND CHARGES	<u>3,010,777.00</u>
		<b>11,639,905.00</b>

**10031308 SHERIFF FIRING RANGE**

520	MATERIALS AND SUPPLIES	8,125.00
530	SERVICES AND CHARGES	<u>2,000.00</u>
		<b>10,125.00</b>

**10031322 SHERIFF SRO**

	FEES AND CHARGES FOR	
420	SERVICES	<u>1,321,688.00</u>
		<b>1,321,688.00</b>
500	SALARY	1,801,199.00
510	BENEFITS	728,251.00
520	MATERIALS AND SUPPLIES	19,400.00
530	SERVICES AND CHARGES	<u>26,125.00</u>
		<b>2,574,975.00</b>

**10031337 SHERIFF LOCAL FUNDS**

	FEES AND CHARGES FOR	
420	SERVICES	15,000.00
470	MISCELLANEOUS REVENUE	<u>3,000.00</u>
		<b>18,000.00</b>



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520	MATERIALS AND SUPPLIES	7,200.00
530	SERVICES AND CHARGES	12,200.00
540	CAPITAL OUTLAY & EQUIPMENT	<u>9,500.00</u>
		<b>28,900.00</b>

**10031356 SHERIFF TRAINING ACADEMY**

	FEES AND CHARGES FOR	
420	SERVICES	<u>15,000.00</u>
		<b>15,000.00</b>
500	SALARY	272,496.00
510	BENEFITS	147,955.00
520	MATERIALS AND SUPPLIES	156,486.00
530	SERVICES AND CHARGES	<u>173,430.00</u>
		<b>750,367.00</b>

**10040401 MAP ROOM**

500	SALARY	389,579.00
510	BENEFITS	209,545.00
520	MATERIALS AND SUPPLIES	4,960.00
530	SERVICES AND CHARGES	<u>19,350.00</u>
		<b>623,434.00</b>

**10040421 ROAD & BRIDGE PROJECTS**

530	SERVICES AND CHARGES	3,696,000.00
540	CAPITAL OUTLAY & EQUIPMENT	18,955,000.00
560	GRANTS IN AID	1,750,000.00
580	TRANSFERS	<u>2,812,050.00</u>
		<b>27,213,050.00</b>

**10062601 VETERANS SERVICES**

500	SALARY	650,000.00
510	BENEFITS	199,425.00
520	MATERIALS AND SUPPLIES	64,100.00
530	SERVICES AND CHARGES	<u>880,000.00</u>
		<b>1,793,525.00</b>

**10083801 PUBLIC DEFENDER COMMISSION**

	FEES AND CHARGES FOR	
420	SERVICES	15,000.00
440	FINES AND FORFEITURES	50,000.00
450	INTERGOVERNMENTAL	<u>1,887,754.00</u>
		<b>1,952,754.00</b>
500	SALARY	873,633.00
510	BENEFITS	356,403.00
520	MATERIALS AND SUPPLIES	11,500.00

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530	SERVICES AND CHARGES	<u>1,121,564.00</u>
		<b>2,363,100.00</b>

**10110107 UNCLAIMED MONIES**

470	MISCELLANEOUS REVENUE	<u>50,000.00</u>
		<b>50,000.00</b>
530	SERVICES AND CHARGES	100,000.00
580	TRANSFERS	<u>26,500.00</u>
		<b>126,500.00</b>

**20110105 REA**

420	FEES AND CHARGES FOR SERVICES	<u>5,605,000.00</u>
		<b>5,605,000.00</b>
500	SALARY	1,376,960.00
510	BENEFITS	609,891.00
520	MATERIALS AND SUPPLIES	34,600.00
530	SERVICES AND CHARGES	1,977,700.00
540	CAPITAL OUTLAY & EQUIPMENT	<u>35,000.00</u>
		<b>4,034,151.00</b>

**20110106 REA GIS**

500	SALARY	427,024.00
510	BENEFITS	168,577.00
520	MATERIALS AND SUPPLIES	26,400.00
530	SERVICES AND CHARGES	800,163.00
540	CAPITAL OUTLAY & EQUIPMENT	<u>30,000.00</u>
		<b>1,452,164.00</b>

**20315101 DATA CENTER FUND**

420	FEES AND CHARGES FOR SERVICES	156,000.00
460	INTERFUND REVENUE	<u>3,952,000.00</u>
		<b>4,108,000.00</b>
500	SALARY	944,840.00
510	BENEFITS	320,403.00
520	MATERIALS AND SUPPLIES	66,000.00
530	SERVICES AND CHARGES	1,554,183.00
540	CAPITAL OUTLAY & EQUIPMENT	<u>1,297,000.00</u>
		<b>4,182,426.00</b>

**20410301 DOG AND KENNEL AUDITOR**

500	SALARY	29,848.00
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510	BENEFITS	9,196.00
520	MATERIALS AND SUPPLIES	600.00
530	SERVICES AND CHARGES	<u>13,050.00</u>
		<b>52,694.00</b>

**20411305 DOG AND KENNEL**

430	LICENSES AND PERMITS	285,000.00
440	FINES AND FORFEITURES	27,500.00
460	INTERFUND REVENUE	35,000.00
470	MISCELLANEOUS REVENUE	<u>13,500.00</u>
		<b>361,000.00</b>
500	SALARY	203,500.00
510	BENEFITS	77,667.00
520	MATERIALS AND SUPPLIES	11,200.00
530	SERVICES AND CHARGES	57,950.00
540	CAPITAL OUTLAY & EQUIPMENT	<u>6,000.00</u>
		<b>356,317.00</b>

**20511334 ONEOHIO OPIOID SETTLEMENT FUND**

470	MISCELLANEOUS REVENUE	<u>45,000.00</u>
		<b>45,000.00</b>

**20683201 LAW LIBRARY RESOURCES BOARD**

	FEEES AND CHARGES FOR	
420	SERVICES	11.00
440	FINES AND FORFEITURES	204,180.00
460	INTERFUND REVENUE	5.00
470	MISCELLANEOUS REVENUE	<u>2,050.00</u>
		<b>206,246.00</b>
500	SALARY	58,115.00
510	BENEFITS	9,502.00
520	MATERIALS AND SUPPLIES	45,102.00
530	SERVICES AND CHARGES	<u>89,612.00</u>
		<b>202,331.00</b>

**21011113 JOINT ECONOMIC DEVELOPMENT**

	FEEES AND CHARGES FOR	
420	SERVICES	6,000.00
460	INTERFUND REVENUE	<u>550,000.00</u>
		<b>556,000.00</b>
500	SALARY	361,656.00
510	BENEFITS	159,213.00

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520	MATERIALS AND SUPPLIES	6,800.00
530	SERVICES AND CHARGES	305,830.00
560	GRANTS IN AID	150,000.00
		<u>983,499.00</u>

**21011116 BUSINESS DEVELOPMENT MEETINGS**

530	SERVICES AND CHARGES	3,000.00
		<u>3,000.00</u>

**21411306 911**

410	TAXES	4,941,657.00
450	INTERGOVERNMENTAL	345,649.00
470	MISCELLANEOUS REVENUE	25,125.00
		<u>5,312,431.00</u>

500	SALARY	2,425,538.00
510	BENEFITS	790,946.00
520	MATERIALS AND SUPPLIES	396,874.00
530	SERVICES AND CHARGES	1,206,684.00
540	CAPITAL OUTLAY & EQUIPMENT	1,125,416.00
		<u>5,945,458.00</u>

**21581301 EMERGENCY MANAGEMENT AGENCY**

	FEES AND CHARGES FOR	
420	SERVICES	169,252.00
450	INTERGOVERNMENTAL	149,831.00
		<u>319,083.00</u>

500	SALARY	197,000.00
510	BENEFITS	95,908.00
520	MATERIALS AND SUPPLIES	14,600.00
530	SERVICES AND CHARGES	23,500.00
		<u>331,008.00</u>

**21711326 911 WIRELESS**

450	INTERGOVERNMENTAL	662,686.00
		<u>662,686.00</u>

520	MATERIALS AND SUPPLIES	44,463.00
530	SERVICES AND CHARGES	245,612.00
540	CAPITAL OUTLAY & EQUIPMENT	325,000.00
		<u>615,075.00</u>

**21911401 DITCH MAINTENANCE**

410	TAXES	2,532,061.00
	FEES AND CHARGES FOR	
420	SERVICES	100,000.00
		<u>2,632,061.00</u>

520	MATERIALS AND SUPPLIES	152,000.00
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530	SERVICES AND CHARGES	1,510,241.00
540	CAPITAL OUTLAY & EQUIPMENT	<u>110,000.00</u>
		<b>1,772,241.00</b>

**22111502 LITTER GRANT**

450	INTERGOVERNMENTAL	<u>78,259.00</u>
		<b>78,259.00</b>

530	SERVICES AND CHARGES	<u>78,259.00</u>
		<b>78,259.00</b>

**22211330 AMERICAN RESCUE PLAN**

470	MISCELLANEOUS REVENUE	<u>1,004,941.00</u>
		<b>1,004,941.00</b>

530	SERVICES AND CHARGES	21,558.00
540	CAPITAL OUTLAY & EQUIPMENT	<u>21,113,769.00</u>
		<b>21,135,327.00</b>

**22311611 WORKFORCE INVESTMENT ACT**

450	INTERGOVERNMENTAL	<u>741,454.00</u>
		<b>741,454.00</b>

520	MATERIALS AND SUPPLIES	2,000.00
530	SERVICES AND CHARGES	439,455.00
580	TRANSFERS	<u>300,000.00</u>
		<b>741,455.00</b>

**22411601 JFS INCOME MAINTENANCE**

450	INTERGOVERNMENTAL	1,842,322.00
460	INTERFUND REVENUE	766,471.00
470	MISCELLANEOUS REVENUE	<u>12,000.00</u>
		<b>2,620,793.00</b>

500	SALARY	1,628,668.00
510	BENEFITS	865,603.00
530	SERVICES AND CHARGES	<u>342,610.00</u>
		<b>2,836,881.00</b>

**22411602 JFS PRC**

450	INTERGOVERNMENTAL	<u>882,888.00</u>
		<b>882,888.00</b>

530	SERVICES AND CHARGES	<u>200,000.00</u>
		<b>200,000.00</b>

**22411603 JFS WORKFORCE**

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450	INTERGOVERNMENTAL	360,564.00
		<b>360,564.00</b>

530	SERVICES AND CHARGES	51,100.00
		<b>51,100.00</b>

**22411604 JFS CHILD PROTECTION**

450	INTERGOVERNMENTAL	1,057,731.00
460	INTERFUND REVENUE	1,500,000.00
470	MISCELLANEOUS REVENUE	151,500.00
		<b>2,709,231.00</b>

500	SALARY	1,588,992.00
510	BENEFITS	860,205.00
530	SERVICES AND CHARGES	3,380.00
		<b>2,452,577.00</b>

**22411605 JFS ADMINISTRATION**

500	SALARY	705,748.00
510	BENEFITS	341,087.00
520	MATERIALS AND SUPPLIES	40,100.00
530	SERVICES AND CHARGES	609,330.00
		<b>1,696,265.00</b>

**22511607 CHILDREN SERVICES**

450	INTERGOVERNMENTAL	2,324,183.00
460	INTERFUND REVENUE	1,196,875.00
470	MISCELLANEOUS REVENUE	15,000.00
		<b>3,536,058.00</b>

520	MATERIALS AND SUPPLIES	11,500.00
530	SERVICES AND CHARGES	2,020,082.00
580	TRANSFERS	1,500,000.00
		<b>3,531,582.00</b>

**23011704 CDBG PY2020**

450	INTERGOVERNMENTAL	262,525.00
		<b>262,525.00</b>
530	SERVICES AND CHARGES	262,525.00
		<b>262,525.00</b>

**23512102 DELINQUENT TAX/PROSECUTOR**

420	FEES AND CHARGES FOR SERVICES	300,000.00
		<b>300,000.00</b>

500	SALARY	247,220.00
510	BENEFITS	87,489.00

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520	MATERIALS AND SUPPLIES	5,000.00
530	SERVICES AND CHARGES	3,035.00
		<u>342,744.00</u>

**23612302 VICTIMS OF CRIME GRANT**

450	INTERGOVERNMENTAL	63,781.00
460	INTERFUND REVENUE	15,945.00
		<u>79,726.00</u>

500	SALARY	68,523.00
510	BENEFITS	11,204.00
		<u>79,727.00</u>

**23612305 STATE VICTIMS ASST GRNT SVAA**

450	INTERGOVERNMENTAL	2,106.00
		<u>2,106.00</u>

500	SALARY	1,810.00
510	BENEFITS	296.00
		<u>2,106.00</u>

**23711630 CSEA**

	FEES AND CHARGES FOR	
420	SERVICES	490,000.00
450	INTERGOVERNMENTAL	1,518,147.00
470	MISCELLANEOUS REVENUE	25,000.00
		<u>2,033,147.00</u>

500	SALARY	1,041,196.00
510	BENEFITS	519,377.00
520	MATERIALS AND SUPPLIES	22,100.00
530	SERVICES AND CHARGES	516,033.00
		<u>2,098,706.00</u>

**24026326 JUV CRT RESTITUTION**

440	FINES AND FORFEITURES	10,000.00
		<u>10,000.00</u>

530	SERVICES AND CHARGES	10,000.00
		<u>10,000.00</u>

**24113102 COUNTY RECORDER EQUIPMENT**

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	FEES AND CHARGES FOR	
420	SERVICES	175,000.00
		<u>175,000.00</u>
500	SALARY	180,000.00
510	BENEFITS	79,673.00
520	MATERIALS AND SUPPLIES	40,000.00
530	SERVICES AND CHARGES	111,200.00
		<u>410,873.00</u>

**24231333 SRF EQUITABLE SHARING DOJ**

520	MATERIALS AND SUPPLIES	12,395.00
530	SERVICES AND CHARGES	5,000.00
		<u>17,395.00</u>

**24331334 SRF EQUITABLE SHARE TREASURY**

520	MATERIALS AND SUPPLIES	10,000.00
530	SERVICES AND CHARGES	10,000.00
		<u>20,000.00</u>

**24414102 DELINQUENT TAX/TREASURER**

	FEES AND CHARGES FOR	
420	SERVICES	417,408.00
470	MISCELLANEOUS REVENUE	13,188.00
		<u>430,596.00</u>
500	SALARY	341,739.00
510	BENEFITS	164,192.00
520	MATERIALS AND SUPPLIES	24,000.00
530	SERVICES AND CHARGES	238,500.00
540	CAPITAL OUTLAY & EQUIPMENT	25,000.00
590	CONTINGENCY/OTHER	275,000.00
		<u>1,068,431.00</u>

**24614107 TAX CERTIFICATE ADMIN FUND**

	FEES AND CHARGES FOR	
420	SERVICES	12,500.00
		<u>12,500.00</u>
520	MATERIALS AND SUPPLIES	3,000.00
530	SERVICES AND CHARGES	9,500.00
		<u>12,500.00</u>

**24820101 TITLE ADMINISTRATION**

	FEES AND CHARGES FOR	
420	SERVICES	1,350,000.00



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**1,350,000.00**

500	SALARY	255,162.00
510	BENEFITS	141,012.00
520	MATERIALS AND SUPPLIES	15,000.00
530	SERVICES AND CHARGES	73,245.00
580	TRANSFERS	139,816.00
		<b>624,235.00</b>

**24820102 NORTHPOINTE SATELLITE OFFICE**

500	SALARY	419,790.00
510	BENEFITS	196,480.00
520	MATERIALS AND SUPPLIES	13,500.00
530	SERVICES AND CHARGES	105,820.00
		<b>735,590.00</b>

**25087023 GUARDIANSHIP SERVICE BOARD**

420	FEES AND CHARGES FOR SERVICES	270,000.00
450	INTERGOVERNMENTAL	7,500.00
460	INTERFUND REVENUE	35,000.00
		<b>312,500.00</b>
500	SALARY	296,713.00
510	BENEFITS	127,520.00
520	MATERIALS AND SUPPLIES	9,500.00
530	SERVICES AND CHARGES	34,200.00
		<b>467,933.00</b>

**25123202 DOMESTIC RELATIONS COMPUTER FD**

420	FEES AND CHARGES FOR SERVICES	3,500.00
		<b>3,500.00</b>
520	MATERIALS AND SUPPLIES	2,500.00
530	SERVICES AND CHARGES	2,500.00
		<b>5,000.00</b>

**25222203 COMMON PLEAS SPECIAL PROJECTS**

420	FEES AND CHARGES FOR SERVICES	10,000.00
470	MISCELLANEOUS REVENUE	2,000.00
		<b>12,000.00</b>
520	MATERIALS AND SUPPLIES	21,000.00
530	SERVICES AND CHARGES	40,000.00

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540	CAPITAL OUTLAY & EQUIPMENT	<u>20,000.00</u>
		<b>81,000.00</b>

**25322312 ODRC SUBSIDY GRANT**

450	INTERGOVERNMENTAL	<u>75,000.00</u>
		<b>75,000.00</b>

500	SALARY	57,606.00
510	BENEFITS	<u>19,687.00</u>
		<b>77,293.00</b>

**25422301 CBCG INTENSIVE SUPERVISION**

450	INTERGOVERNMENTAL	<u>144,019.00</u>
		<b>144,019.00</b>

500	SALARY	88,251.00
510	BENEFITS	52,364.00
530	SERVICES AND CHARGES	<u>1,000.00</u>
		<b>141,615.00</b>

**25422302 CBCG ELECTRONIC MONITORING**

450	INTERGOVERNMENTAL	<u>30,000.00</u>
		<b>30,000.00</b>

500	SALARY	23,250.00
510	BENEFITS	7,909.00
530	SERVICES AND CHARGES	<u>300.00</u>
		<b>31,459.00</b>

**25422311 PRE SENTENCE INVESTIGATION**

450	INTERGOVERNMENTAL	<u>104,740.00</u>
		<b>104,740.00</b>

500	SALARY	65,238.00
510	BENEFITS	<u>38,597.00</u>
		<b>103,835.00</b>

**25522309 DRUG COURT DOCKET**

450	INTERGOVERNMENTAL	<u>35,000.00</u>
		<b>35,000.00</b>

500	SALARY	43,357.00
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510	BENEFITS	7,089.00
530	SERVICES AND CHARGES	<u>400.00</u>
		<b>50,846.00</b>

**25622303 INTENSIVE SUPERVISION**

420	FEES AND CHARGES FOR SERVICES	<u>95,000.00</u>
		<b>95,000.00</b>

520	MATERIALS AND SUPPLIES	98,550.00
530	SERVICES AND CHARGES	<u>43,600.00</u>
		<b>142,150.00</b>

**25722304 INT SUPERVISION PROBATION**

420	FEES AND CHARGES FOR SERVICES	<u>35,000.00</u>
		<b>35,000.00</b>

530	SERVICES AND CHARGES	<u>45,000.00</u>
		<b>45,000.00</b>

**25922307 MENTAL HEALTH DOCKET**

450	INTERGOVERNMENTAL	<u>35,000.00</u>
		<b>35,000.00</b>

500	SALARY	32,305.00
510	BENEFITS	16,034.00
530	SERVICES AND CHARGES	<u>300.00</u>
		<b>48,639.00</b>

**26026203 JUVENILE COURT DATA FUND**

420	FEES AND CHARGES FOR SERVICES	<u>7,000.00</u>
		<b>7,000.00</b>

520	MATERIALS AND SUPPLIES	20,000.00
530	SERVICES AND CHARGES	<u>30,000.00</u>
		<b>50,000.00</b>

**26126301 INDIGENT GUARDIAN**

420	FEES AND CHARGES FOR SERVICES	<u>25,000.00</u>
		<b>25,000.00</b>

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530	SERVICES AND CHARGES	<u>20,000.00</u>
		<b>20,000.00</b>

**26226206 SPECIALIZED COURT DOCKET**

450	INTERGOVERNMENTAL	<u>40,210.00</u>
		<b>40,210.00</b>

500	SALARY	28,500.00
510	BENEFITS	4,710.00
520	MATERIALS AND SUPPLIES	3,000.00
530	SERVICES AND CHARGES	<u>4,000.00</u>
		<b>40,210.00</b>

**26426303 PROBATION FUND**

420	FEES AND CHARGES FOR SERVICES	<u>4,500.00</u>
		<b>4,500.00</b>

520	MATERIALS AND SUPPLIES	15,000.00
530	SERVICES AND CHARGES	<u>2,500.00</u>
		<b>17,500.00</b>

**26526304 DISPUTE RESOLUTION**

420	FEES AND CHARGES FOR SERVICES	<u>750.00</u>
		<b>750.00</b>

530	SERVICES AND CHARGES	<u>10,000.00</u>
		<b>10,000.00</b>

**26626205 FAMILY DRUG COURT**

450	INTERGOVERNMENTAL	<u>51,716.00</u>
		<b>51,716.00</b>

500	SALARY	44,500.00
510	BENEFITS	<u>7,360.00</u>
		<b>51,860.00</b>

**26726323 JUV CARE & CUSTODY RECLAIM**

450	INTERGOVERNMENTAL	<u>290,651.00</u>
		<b>290,651.00</b>

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500	SALARY	507,000.00
510	BENEFITS	236,900.00
530	SERVICES AND CHARGES	69,000.00
		<u>812,900.00</u>

**26726324 YOUTH SERVICE / DIVERSION**

450	INTERGOVERNMENTAL	367,170.00
		<u>367,170.00</u>

500	SALARY	49,250.00
510	BENEFITS	30,200.00
		<u>79,450.00</u>

**26926308 INDIGENT DRIVER ALCOHOL TREAT**

420	FEES AND CHARGES FOR SERVICES	600.00
		<u>600.00</u>

530	SERVICES AND CHARGES	8,000.00
		<u>8,000.00</u>

**27126310 JUVENILE ACCT INCENTIVE GRANT**

520	MATERIALS AND SUPPLIES	4,000.00
530	SERVICES AND CHARGES	2,000.00
		<u>6,000.00</u>

**27229210 DR ALTERNATIVE DISPUTE RESO**

420	FEES AND CHARGES FOR SERVICES	5,000.00
470	MISCELLANEOUS REVENUE	2,000.00
		<u>7,000.00</u>

530	SERVICES AND CHARGES	40,000.00
		<u>40,000.00</u>

**27426313 CRIME VICTIMS GRANT**

450	INTERGOVERNMENTAL	36,184.00
460	INTERFUND REVENUE	8,296.00
		<u>44,480.00</u>

500	SALARY	20,000.00
510	BENEFITS	13,300.00
		<u>33,300.00</u>

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**27426314 CRIME VICTIMS CASA**

450	INTERGOVERNMENTAL	195,646.00
		<u>195,646.00</u>
500	SALARY	135,000.00
510	BENEFITS	59,250.00
530	SERVICES AND CHARGES	30,000.00
		<u>224,250.00</u>

**27526315 STATE VICTIM ASST GRANT**

450	INTERGOVERNMENTAL	23,793.00
		<u>23,793.00</u>
500	SALARY	14,400.00
510	BENEFITS	7,525.00
530	SERVICES AND CHARGES	1,918.00
		<u>23,843.00</u>

**27626316 JUVENILE COURT SPECIAL PROJECT**

420	FEES AND CHARGES FOR SERVICES	7,200.00
		<u>7,200.00</u>
520	MATERIALS AND SUPPLIES	10,000.00
530	SERVICES AND CHARGES	40,000.00
		<u>50,000.00</u>

**27826325 JUVENILE COURT OTHER PROJECTS**

420	FEES AND CHARGES FOR SERVICES	20,000.00
		<u>20,000.00</u>
520	MATERIALS AND SUPPLIES	5,000.00
530	SERVICES AND CHARGES	30,000.00
		<u>35,000.00</u>

**27929208 GD ALTERNATIVE DISPUTE RESO**

520	MATERIALS AND SUPPLIES	1,000.00
530	SERVICES AND CHARGES	10,000.00
		<u>11,000.00</u>

**28027204 PROBATE COURT DATA FUND**

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420	FEES AND CHARGES FOR SERVICES	21,000.00
		<u>21,000.00</u>

520	MATERIALS AND SUPPLIES	20,000.00
530	SERVICES AND CHARGES	30,000.00
		<u>50,000.00</u>

**28129204 COMMON PLEAS DATA FUND**

420	FEES AND CHARGES FOR SERVICES	50,000.00
470	MISCELLANEOUS REVENUE	5,000.00
		<u>55,000.00</u>

520	MATERIALS AND SUPPLIES	22,000.00
530	SERVICES AND CHARGES	51,500.00
		<u>73,500.00</u>

**28229205 LEGAL RESEARCH**

420	FEES AND CHARGES FOR SERVICES	6,000.00
470	MISCELLANEOUS REVENUE	2,000.00
		<u>8,000.00</u>

520	MATERIALS AND SUPPLIES	8,000.00
530	SERVICES AND CHARGES	22,000.00
540	CAPITAL OUTLAY & EQUIPMENT	20,000.00
		<u>50,000.00</u>

**28329206 COMMON PLEAS GUARDIAN AD LITEM**

420	FEES AND CHARGES FOR SERVICES	21,000.00
		<u>21,000.00</u>

530	SERVICES AND CHARGES	40,000.00
		<u>40,000.00</u>

**28429207 DOMESTIC RELATIONS FUND**

420	FEES AND CHARGES FOR SERVICES	19,500.00
		<u>19,500.00</u>

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530	SERVICES AND CHARGES	<u>60,000.00</u>
		<b>60,000.00</b>

**28631353 LEAP FORWARD 2022**

450	INTERGOVERNMENTAL	<u>96,000.00</u>
		<b>96,000.00</b>

500	SALARY	22,000.00
520	MATERIALS AND SUPPLIES	17,000.00
530	SERVICES AND CHARGES	<u>56,000.00</u>
		<b>95,000.00</b>

**28631355 LEAP FORWARD 2023**

450	INTERGOVERNMENTAL	134,250.00
460	INTERFUND REVENUE	<u>44,750.00</u>
		<b>179,000.00</b>

500	SALARY	36,000.00
520	MATERIALS AND SUPPLIES	5,000.00
530	SERVICES AND CHARGES	93,000.00
540	CAPITAL OUTLAY & EQUIPMENT	<u>45,000.00</u>
		<b>179,000.00</b>

**28831313 ROAD AND BRIDGE FINES**

440	FINES AND FORFEITURES	<u>35,000.00</u>
		<b>35,000.00</b>

500	SALARY	34,620.00
510	BENEFITS	7,080.00
520	MATERIALS AND SUPPLIES	2,750.00
530	SERVICES AND CHARGES	<u>2,500.00</u>
		<b>46,950.00</b>

**28931314 DRUG ENFORCEMENT & EDUCATION**

440	FINES AND FORFEITURES	<u>4,000.00</u>
		<b>4,000.00</b>

520	MATERIALS AND SUPPLIES	1,000.00
530	SERVICES AND CHARGES	9,000.00



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10,000.00

**29031318 CONCEALED HANDGUN**

430 LICENSES AND PERMITS 65,000.00  
**65,000.00**

520 MATERIALS AND SUPPLIES 50,000.00

530 SERVICES AND CHARGES 37,000.00  
**87,000.00**

**29240001 MOTOR AND GAS FUND**

FEES AND CHARGES FOR  
 420 SERVICES 1,050,000.00  
 430 LICENSES AND PERMITS 160,000.00  
 450 INTERGOVERNMENTAL 10,804,500.00  
 470 MISCELLANEOUS REVENUE 2,000.00  
**12,016,500.00**

500 SALARY 4,927,117.00  
 510 BENEFITS 2,465,457.00  
 520 MATERIALS AND SUPPLIES 2,269,605.00  
 530 SERVICES AND CHARGES 2,454,395.00  
 540 CAPITAL OUTLAY & EQUIPMENT 992,000.00  
**13,108,574.00**

**29440435 BIG WALNUT INTERCHANGE**

450 INTERGOVERNMENTAL 125,000.00  
**125,000.00**

540 CAPITAL OUTLAY & EQUIPMENT 125,000.00  
**125,000.00**

**29440453 2021 HSIP WORTHINGTON IMPROV**

450 INTERGOVERNMENTAL 2,475,000.00  
**2,475,000.00**

540 CAPITAL OUTLAY & EQUIPMENT 2,475,000.00  
**2,475,000.00**

**29552501 DEVELOPMENTAL DISABILITIES**

410 TAXES 17,824,668.00  
 FEES AND CHARGES FOR  
 420 SERVICES 16,600.00  
 450 INTERGOVERNMENTAL 6,366,526.00  
 470 MISCELLANEOUS REVENUE 512,600.00  
**24,720,394.00**

500 SALARY 6,402,874.00

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510	BENEFITS	3,477,307.00
520	MATERIALS AND SUPPLIES	225,199.00
530	SERVICES AND CHARGES	2,385,170.00
540	CAPITAL OUTLAY & EQUIPMENT	75,000.00
560	GRANTS IN AID	1,230,000.00
580	TRANSFERS	99,000.00
		<b>13,894,550.00</b>

**29552502 DEVELOPMENTAL DISABILITY INDIVIDUAL PROGRAM**

530	SERVICES AND CHARGES	18,199,202.00
		<b>18,199,202.00</b>

**29752505 DODD SERVERANCE RESERVE**

460	INTERFUND REVENUE	99,000.00
		<b>99,000.00</b>
500	SALARY	85,000.00
510	BENEFITS	14,000.00
		<b>99,000.00</b>

**29911190 AG SOCIETY EXCISE TAX**

410	TAXES	2,000,000.00
		<b>2,000,000.00</b>
530	SERVICES AND CHARGES	2,000,000.00
		<b>2,000,000.00</b>

**30152506 EI SERVICE COORDINATION GRANT**

420	FEES AND CHARGES FOR SERVICES	789,521.00
		<b>789,521.00</b>
500	SALARY	475,000.00
510	BENEFITS	293,521.00
530	SERVICES AND CHARGES	21,000.00
		<b>789,521.00</b>

**30711343 HEALTHY AGING GRANT**

450	INTERGOVERNMENTAL	295,392.00
		<b>295,392.00</b>
560	GRANTS IN AID	295,392.00
		<b>295,392.00</b>

**33311340 TERM LEAVE PAYOUTS**

460	INTERFUND REVENUE	180,478.00
		<b>180,478.00</b>

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500	SALARY	177,898.00
510	BENEFITS	<u>2,580.00</u>
		<b>180,478.00</b>

**40111402 PERMANENT IMPROVEMENT ADMIN**

410	TAXES	1,307,678.00
450	INTERGOVERNMENTAL	<u>72,000.00</u>
		<b>1,379,678.00</b>

520	MATERIALS AND SUPPLIES	147,693.00
530	SERVICES AND CHARGES	84,200.00
540	CAPITAL OUTLAY & EQUIPMENT	<u>1,250,300.00</u>
		<b>1,482,193.00</b>

**40311409 DRAINAGE IMPROVEMENT**

470	MISCELLANEOUS REVENUE	<u>12,500.00</u>
		<b>12,500.00</b>

530	SERVICES AND CHARGES	<u>10,500.00</u>
		<b>10,500.00</b>

**40940454 GREEN MEADOWS EXTENSION OPWC**

450	INTERGOVERNMENTAL	<u>500,000.00</u>
		<b>500,000.00</b>

540	CAPITAL OUTLAY & EQUIPMENT	<u>500,000.00</u>
		<b>500,000.00</b>

**40940463 2024 OPWC**

450	INTERGOVERNMENTAL	<u>500,000.00</u>
		<b>500,000.00</b>

540	CAPITAL OUTLAY & EQUIPMENT	<u>500,000.00</u>
		<b>500,000.00</b>

**42011438 CAPITAL IMPROVEMENTS RESERVE**

460	INTERFUND REVENUE	<u>4,901,396.00</u>
		<b>4,901,396.00</b>

540	CAPITAL OUTLAY & EQUIPMENT	<u>500,000.00</u>
		<b>500,000.00</b>

**42011440 NORTH CAMPUS RENOVATIONS**

540	CAPITAL OUTLAY & EQUIPMENT	<u>250,000.00</u>
		<b>250,000.00</b>

**42311453 CAPITAL ACQUISITIONS & PROJECT**

460	INTERFUND REVENUE	250,000.00
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		<u>250,000.00</u>
540	CAPITAL OUTLAY & EQUIPMENT	<u>4,077,011.00</u>
		<b>4,077,011.00</b>
<b>44311437 SLATE RIDGE REDEV TAX EQUIV FD</b>		
410	TAXES	<u>574,785.00</u>
		<b>574,785.00</b>
530	SERVICES AND CHARGES	<u>6,150.00</u>
		<b>6,150.00</b>
<b>44411439 OLENT CROSS REDEV TAX EQUIV FD</b>		
410	TAXES	<u>309,928.00</u>
		<b>309,928.00</b>
530	SERVICES AND CHARGES	6,199.00
570	DEBT SERVICE	<u>101,400.00</u>
		<b>107,599.00</b>
<b>44511441 CREEKSIDE REDEV TAX EQUIV FD</b>		
410	TAXES	<u>513,720.00</u>
		<b>513,720.00</b>
530	SERVICES AND CHARGES	10,274.00
570	DEBT SERVICE	<u>277,000.00</u>
		<b>287,274.00</b>
<b>44611442 ORANGE RD TAX EQUIV FD</b>		
410	TAXES	<u>74,911.00</u>
		<b>74,911.00</b>
530	SERVICES AND CHARGES	<u>974.00</u>
		<b>974.00</b>
<b>44911445 EVANS FARM REDEV TAX EQUIV FD</b>		
410	TAXES	<u>303,653.00</u>
		<b>303,653.00</b>
530	SERVICES AND CHARGES	<u>6,073.00</u>
		<b>6,073.00</b>
<b>45111446 SLATE RIDGE II TIF</b>		
410	TAXES	<u>2,450,000.00</u>
		<b>2,450,000.00</b>
530	SERVICES AND CHARGES	49,000.00
540	CAPITAL OUTLAY & EQUIPMENT	5,600,000.00
570	DEBT SERVICE	454,000.00

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6,103,000.00

**45411450 RAVINES AT MEADOW RIDGE TIF**

540 CAPITAL OUTLAY & EQUIPMENT 2,600,000.00

2,600,000.00

**45611452 OSU MEDICAL HOME RD TIF**

410 TAXES 543,652.00

543,652.00

530 SERVICES AND CHARGES 7,067.00

7,067.00

**48140481 AFRICA RD 2020 SIB LOAN**

460 INTERFUND REVENUE 462,725.00

462,725.00

570 DEBT SERVICE 462,725.00

462,725.00

**50111117 BOND RETIREMENT DEBT SERVICE**

460 INTERFUND REVENUE 2,709,200.00

2,709,200.00

570 DEBT SERVICE 2,709,200.00

2,709,200.00

**50211119 BOND RETIREMENT CFOA**

410 TAXES 800,000.00

450 INTERGOVERNMENTAL 100,000.00

900,000.00

530 SERVICES AND CHARGES 17,611.00

570 DEBT SERVICE 880,550.00

898,161.00

**50411121 BR RD IMP US23 LEWIS CENTER RD**

410 TAXES 176,362.00

176,362.00

530 SERVICES AND CHARGES 3,458.00

570 DEBT SERVICE 172,904.00

176,362.00

**50811125 BR SAWMILL PKWY EXT TIF**

410 TAXES 164,330.00

460 INTERFUND REVENUE 16,726.00

181,056.00

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530	SERVICES AND CHARGES	3,222.00
570	DEBT SERVICE	161,107.00
		<u>164,329.00</u>

**52511144 BR DI WINDING CREEK**

410	TAXES	11,294.00
		<u>11,294.00</u>

530	SERVICES AND CHARGES	221.00
570	DEBT SERVICE	11,072.00
		<u>11,293.00</u>

**52611145 BR DI SCOTT LATERAL**

410	TAXES	11,660.00
		<u>11,660.00</u>

530	SERVICES AND CHARGES	229.00
570	DEBT SERVICE	11,431.00
		<u>11,660.00</u>

**52711146 BR DI HAVENS**

410	TAXES	11,378.00
		<u>11,378.00</u>

530	SERVICES AND CHARGES	223.00
570	DEBT SERVICE	11,155.00
		<u>11,378.00</u>

**52811147 BR DI FANCHER RD**

410	TAXES	9,371.00
		<u>9,371.00</u>

530	SERVICES AND CHARGES	184.00
570	DEBT SERVICE	9,187.00
		<u>9,371.00</u>

**52911148 BR DI RUDER EAST**

410	TAXES	5,530.00
		<u>5,530.00</u>

530	SERVICES AND CHARGES	108.00
570	DEBT SERVICE	5,422.00

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5,530.00

**53011149 BR DI RUDER WEST**

410 TAXES 29,238.00

**29,238.00**

530 SERVICES AND CHARGES 573.00

570 DEBT SERVICE 28,665.00

**29,238.00**

**53111150 BR DI THOMAS #9**

410 TAXES 6,625.00

**6,625.00**

530 SERVICES AND CHARGES 130.00

570 DEBT SERVICE 6,495.00

**6,625.00**

**53211151 BR DI KINGSTON #2017-1**

410 TAXES 16,636.00

**16,636.00**

530 SERVICES AND CHARGES 326.00

570 DEBT SERVICE 16,310.00

**16,636.00**

**53311152 BR DI KINGSTON #2017-2**

410 TAXES 9,748.00

**9,748.00**

530 SERVICES AND CHARGES 191.00

570 DEBT SERVICE 9,557.00

**9,748.00**

**53411153 BR DI GORSUCH #588**

410 TAXES 33,416.00

**33,416.00**

530 SERVICES AND CHARGES 655.00

570 DEBT SERVICE 32,761.00

**33,416.00**

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**58011181 2007 CO SALES TAX SAWMILL BOND**

460	INTERFUND REVENUE	<u>2,349,325.00</u>
		<b>2,349,325.00</b>
570	DEBT SERVICE	<u>2,349,325.00</u>
		<b>2,349,325.00</b>

**60111901 PROPERTY & CASUALTY INSURANCE**

460	INTERFUND REVENUE	<u>1,000,000.00</u>
		<b>1,000,000.00</b>
500	SALARY	52,287.00
510	BENEFITS	8,549.00
530	SERVICES AND CHARGES	<u>817,165.00</u>
		<b>878,001.00</b>

**60211902 EMPLOYEE BENEFITS**

	FEES AND CHARGES FOR	
420	SERVICES	18,500,000.00
460	INTERFUND REVENUE	600,000.00
470	MISCELLANEOUS REVENUE	<u>3,150,000.00</u>
		<b>22,250,000.00</b>
530	SERVICES AND CHARGES	<u>22,035,000.00</u>
		<b>22,035,000.00</b>

**60211924 EMPLOYEE WELLNESS PROGRAM**

470	MISCELLANEOUS REVENUE	<u>32,000.00</u>
		<b>32,000.00</b>
520	MATERIALS AND SUPPLIES	7,150.00
530	SERVICES AND CHARGES	<u>24,850.00</u>
		<b>32,000.00</b>

**60211925 FLEXIBLE SPENDING ACCOUNTS**

470	MISCELLANEOUS REVENUE	<u>318,270.00</u>
		<b>318,270.00</b>
530	SERVICES AND CHARGES	<u>515,000.00</u>
		<b>515,000.00</b>

**61311923 SELF INSURED WORKERS COMP**

	FEES AND CHARGES FOR	
420	SERVICES	<u>785,000.00</u>
		<b>785,000.00</b>



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500	SALARY	74,006.00
510	BENEFITS	30,553.00
520	MATERIALS AND SUPPLIES	1,000.00
530	SERVICES AND CHARGES	736,000.00
		<u>841,559.00</u>

**66211900 SRF OPERATIONS & MAINTENANCE**

410	TAXES	610,000.00
	FEES AND CHARGES FOR	
420	SERVICES	28,953,076.00
430	LICENSES AND PERMITS	4,000.00
470	MISCELLANEOUS REVENUE	12,000.00
		<u>29,579,076.00</u>

500	SALARY	4,789,200.00
510	BENEFITS	2,210,564.00
520	MATERIALS AND SUPPLIES	1,497,800.00
530	SERVICES AND CHARGES	5,942,131.00
540	CAPITAL OUTLAY & EQUIPMENT	957,500.00
580	TRANSFERS	24,933,928.00
		<u>40,331,123.00</u>

**66311901 BOND SERVICE FUND**

460	INTERFUND REVENUE	801,238.00
		<u>801,238.00</u>
570	DEBT SERVICE	801,238.00
		<u>801,238.00</u>

**66611900 URF OPERATIONS & MAINT PROJECTS**

460	INTERFUND REVENUE	15,500,000.00
		<u>15,500,000.00</u>
540	CAPITAL OUTLAY & EQUIPMENT	25,695,575.00
		<u>25,695,575.00</u>

**66711900 CAPITAL DEVELOPMENT PROJECTS**

460	INTERFUND REVENUE	8,632,690.00
		<u>8,632,690.00</u>
540	CAPITAL OUTLAY & EQUIPMENT	1,555,806.00
		<u>1,555,806.00</u>

**66811900 CONCORD SCIOTO SURCHARGE**

	FEES AND CHARGES FOR	
420	SERVICES	592,500.00
		<u>592,500.00</u>

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570	DEBT SERVICE	592,500.00
		<u>592,500.00</u>

**66911900 CONCORD SCIOTO COMM DEV CHARGE**

420	FEES AND CHARGES FOR SERVICES	272,000.00
		<u>272,000.00</u>

530	SERVICES AND CHARGES	70,000.00
		<u>70,000.00</u>

**67211926 OWDA CAPITAL**

480	OTHER FINANCING SOURCES	26,831,519.00
		<u>26,831,519.00</u>

540	CAPITAL OUTLAY & EQUIPMENT	26,831,519.00
		<u>26,831,519.00</u>

**68011916 SOLID WASTE**

420	FEES AND CHARGES FOR SERVICES	300,000.00
		<u>300,000.00</u>

500	SALARY	60,320.00
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510	BENEFITS	18,079.00
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520	MATERIALS AND SUPPLIES	3,500.00
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530	SERVICES AND CHARGES	140,100.00
		<u>221,999.00</u>

**69340407 STORMWATER PHASE II**

420	FEES AND CHARGES FOR SERVICES	184,732.00
430	LICENSES AND PERMITS	193,457.00
		<u>378,189.00</u>

500	SALARY	395,416.00
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510	BENEFITS	154,514.00
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520	MATERIALS AND SUPPLIES	3,000.00
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530	SERVICES AND CHARGES	32,875.00
		<u>585,805.00</u>

**70161603 FCFC GENERAL**

450	INTERGOVERNMENTAL	34,350.00
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470	MISCELLANEOUS REVENUE	45,000.00
		<u>79,350.00</u>

500	SALARY	165,211.00
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510	BENEFITS	68,431.00
520	MATERIALS AND SUPPLIES	2,000.00
530	SERVICES AND CHARGES	<u>6,250.00</u>
		<b>241,892.00</b>

**70161605 FCF SYSTEM OF CARE**

450	INTERGOVERNMENTAL	653,663.00
470	MISCELLANEOUS REVENUE	<u>73,752.00</u>
		<b>727,415.00</b>
530	SERVICES AND CHARGES	<u>565,000.00</u>
		<b>565,000.00</b>

**70161608 FCFC FLEXIBLE FUNDING POOL**

470	MISCELLANEOUS REVENUE	<u>75,000.00</u>
		<b>75,000.00</b>

530	SERVICES AND CHARGES	<u>83,056.00</u>
		<b>83,056.00</b>

**74811311 DOMESTIC VIOLENCE**

420	FEES AND CHARGES FOR SERVICES	<u>32,000.00</u>
		<b>32,000.00</b>

530	SERVICES AND CHARGES	<u>32,000.00</u>
		<b>32,000.00</b>

**76040901 STORMWATER ESCROW**

470	MISCELLANEOUS REVENUE	<u>2,000,000.00</u>
		<b>2,000,000.00</b>

530	SERVICES AND CHARGES	<u>2,000,000.00</u>
		<b>2,000,000.00</b>

**76114901 REA ESCROW FUND**

470	MISCELLANEOUS REVENUE	150,000.00
490	OTHER	<u>5,500.00</u>
		<b>155,500.00</b>

**76714903 ESCROW ADMINISTRATION**

470	MISCELLANEOUS REVENUE	<u>155,500.00</u>
		<b>155,500.00</b>

500	SALARY	41,990.00
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510	BENEFITS	10,916.00
		<b>52,906.00</b>

**77112104 PROSECUTOR LAW ENF TRUST FUND**

470	MISCELLANEOUS REVENUE	38,000.00
		<b>38,000.00</b>

500	SALARY	32,539.00
510	BENEFITS	5,320.00
		<b>37,859.00</b>

**77531339 ARSON REGISTRY FUND**

420	FEES AND CHARGES FOR SERVICES	200.00
		<b>200.00</b>

590	CONTINGENCY/OTHER	200.00
		<b>200.00</b>

**77531341 SEXUAL OFFENDER REGISTRY**

420	FEES AND CHARGES FOR SERVICES	1,000.00
		<b>1,000.00</b>

590	CONTINGENCY/OTHER	1,000.00
		<b>1,000.00</b>

**77740490 ENGINEERS DEVELOPMENT ESCROW**

420	FEES AND CHARGES FOR SERVICES	600,000.00
470	MISCELLANEOUS REVENUE	400,000.00
		<b>1,000,000.00</b>

590	CONTINGENCY/OTHER	600,000.00
		<b>600,000.00</b>

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

**17  
RESOLUTION NO. 23-1000**

**IN THE MATTER OF APPROVING COMPENSATION ADJUSTMENTS FOR CERTAIN NON-UNION EMPLOYEES UNDER THE DIRECTION OF THE BOARD OF COMMISSIONERS:**

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

WHEREAS, the County Administrator and the Deputy County Administrators recommend compensation adjustments for certain non-union and Job and Family Services (JFS) union county employees, consisting of a cost-of-living adjustment of up to three and three-quarters percent (3.75%) and an additional merit-based adjustment of up to one and one-quarter percent (1.25%) (collectively, the "Compensation Adjustments"); and

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WHEREAS, in order to equitably and expediently approve the compensation adjustments, the Board of Commissioners (the "Board") desires a policy clearly expressing the eligibility criteria, and the County Administrator and Deputy County Administrators recommend adopting the Merit Pay Increase and Year End Cost of Living Adjustment Procedure attached hereto (the "Procedure");

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

Section 1. The Board hereby approves Compensation Adjustments, effective the pay period commencing December 23, 2023, and approves the Procedure to implement the Compensation Adjustments, subject to the following conditions:

- a. Except as otherwise provided herein or by separate resolution of the Board, the Compensation Adjustments shall be awarded to all non-union employees and the JFS union employees under the direction of the Board and compensated under the County's Compensation Management System, excluding probationary employees;
- b. Unless otherwise authorized, probationary employees shall receive the Compensation Adjustments upon their 2024 one-year anniversary date and upon successful completion of their probationary period or review period;
- c. The Compensation Adjustments shall be awarded to all eligible non-union and JFS union employees compensated under the County's Compensation Management System regardless of whether the Compensation Adjustments exceed the Board's established wage bands as applied to the individual employee. In the event an employee's salary exceeds the Board's established wage bands as a result of the Compensation Adjustments, each pay increase shall be considered an individual exception to the established wage bands, which shall in all other respects remain in full force and effect.
- d. This Resolution shall not apply to those employees of the Board who are in a collective bargaining unit that negotiated or is currently negotiating a specific wage adjustment for 2024.

Section 2. The County Administrator shall consult with the Deputy County Administrators and the individual department directors and supervisors to determine the Compensation Adjustments for each of the eligible employees in accordance with the Procedure.

Section 3. The County Administrator and/or the Deputy County Administrators are hereby authorized to execute the forms and/or electronic processes necessary for the Compensation Adjustments in accordance with the Procedure.

Section 4. The Board hereby encourages all county appointing authorities to institute compensation adjustments in substantial conformance with this Resolution for the non-union employees under their respective direction and control, and the Board directs the Clerk of the Board to distribute copies of this Resolution, including the Procedure, to all county offices.

Section 5. This Resolution shall take effect immediately upon adoption.

**Merit Pay Increase and Year End Cost of Living Adjustment Procedure**

**Purpose**

Each year, the Board of Commissioners and County leadership will determine the pool of funding available for merit pay increases and year end cost of living adjustments (COLA) for non-bargaining unit employees and bargaining unit employees that have not bargained yearly increases and have agreed to follow the Board's Compensation Management System.

The objectives of the Compensation Management System and the financial resources available will be considered in determining the pool of funds available for the merit pay increases and year end COLA decision-making process.

Merit pay is used to reward successful employee performance. Larger merit increases will be awarded to employees who consistently exceed performance standards.

Year end COLA for the 2024 pay roll calendar year begin at a base increase of 3.75%. Employees whose performance has been rated at 3.00 (Meets Expectations) or above 3.00 will receive an additional merit pay increase based upon the merit score range / merit rate increase table within this document.

Merit increases will be factored on the employee's base wage and will not include any supplemental wage(s), if any.

**Eligibility**

The year-end merit increase provided to all non-union employees and union employees that have agreed to follow the County's Compensation Management System will be provided in the first full pay period of 2024. Probationary employees will receive their merit increase once the probationary evaluation is completed and upon the employee's one year anniversary date with the County unless determined otherwise.

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**Performance Reviews**

Employee performance is to be formally reviewed and completed each year. The focus of the review is to discuss the employee’s overall performance and progress toward the employee’s goal achievement for the rating period. The evaluation will review standards and competencies for the employee’s position and the supervisor will communicate the amount of the employee’s merit based upon the score range and rate increase included within this document. The employee, together with their supervisor will establish goals for the next rating period.

**Merit Increase Percentages**

The amount of the overall increase will be based upon a combination of the following:

- The employee’s overall performance as reported throughout the prior calendar year in the annual performance review,
- The year-end increase percentage available and the financial resources available in the County’s budget,
- Eligibility for a merit increase is at the discretion of the department director working together with the employee’s supervisor.

The following chart outlines the merit score ranges and merit pay rate increase for payroll year 2024.

**Merit Score Ranges / Merit Pay Rate Increase  
2024**

Score Range	Rate Increase
Below 3.00	3.75% (base COLA only)
3.00 – 3.25	4.00%
3.26 – 3.50	4.25%
3.51 – 3.75	4.50%
3.76 – 4.00	4.75%
Above 4.00	5.00%

**Review of Merit Increases**

Merit increases require the recommendation of the employee’s immediate supervisor and the department director and will follow the established wage increase process. Employees will be formally notified of their merit increase as soon as possible after all employee merit increases for the year have been signed by the department director and the County Administrator.

An employee whose pay is at the maximum of the salary range may not be granted an increase that would cause the base salary to exceed the maximum of the range for that position. Therefore, the employee will receive a lump sum bonus equal to the percentage they would have received if their wage rate was not at or exceeding the maximum wage band for their position.

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

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**ADMINISTRATOR REPORTS**

CA Davies – No items to report  
DCA Huston – No items to report

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**COMMISSIONERS’ COMMITTEES REPORTS**

**Commissioner Lewis**

Thanksgiving wishes to everyone.  
Pleased that THE Budget was completed prior to Thanksgiving.

**Commissioner Merrell**

Thanksgiving wishes to everyone.  
Special thanks to the Veterans.

**Commissioner Benton**

Attended Central Ohio Youth Center Meeting on Thursday.

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**RESOLUTION NO. 23-1001**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF  
EMPLOYMENT OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL, COMPENSATION,  
PENDING OR IMMINENT LITIGATION AND COLLECTIVE BARGAINING:**

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

WHEREAS, pursuant to section 121.22(G) of the Revised Code, a public body may hold an executive session only after a majority of a quorum of the public body determines, by a roll call vote, to hold an executive session and only at a regular or special meeting for the sole purpose of the consideration of any of the matters specified in section 121.22(G)(1)–(7) of the Revised Code; and

WHEREAS, pursuant to section 121.22(G)(8) of the Revised Code, a public body may hold an executive session to consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance, provided that both of the following conditions apply:

(1) The information is directly related to a request for economic development assistance that is to be provided or administered under any provision of Chapter 715., 725., 1724., or 1728. or sections 701.07, 3735.67 to 3735.70, 5709.40 to 5709.43, 5709.61 to 5709.69, 5709.73 to 5709.75, or 5709.77 to 5709.81 of the Revised Code, or that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project; and

(2) A unanimous quorum of the public body determines, by a roll call vote, that the executive session is necessary to protect the interests of the applicant or the possible investment or expenditure of public funds to be made in connection with the economic development project;

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

Section 1. The Board hereby adjourns into executive session for consideration of Employment of a Public Employee or Public Official, Compensation, Pending Litigation and Collective Bargaining.

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

**RESOLUTION NO. 23-1002**

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:**

It was moved by Mr. Merrell, seconded by Mrs. Lewis to adjourn out of Executive Session.

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

**RESOLUTION NO. 23-1003**

**IN THE MATTER OF APPROVING A MEMORANDUM OF UNDERSTANDING TO THE COLLECTIVE BARGAINING AGREEMENT CURRENTLY IN EFFECT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE OHIO PATROLMAN’S BENEVOLENT ASSOCIATION (COVERING TELECOMMUNICATIONS OFFICERS AT THE DELAWARE COUNTY 9-1-1 CENTER):**

It was moved by Mrs. Lewis and seconded by Mr. Merrell to adopt, and authorize the County Administrator to execute, the following 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 issues of granting of permissive leave and training pay for Field Training Officers (“FTO”);

WHEREFORE, the parties agree as follows:

1. Section 19.4 Field Training Officer. ~~The Employer will create up to five (5) permanent Field Training Officer (FTO) positions.~~ Employees who are assigned as regular FTO shall be responsible for training new employees in accordance with policies established by the Employer. Employees assigned as FTO shall be paid an additional ~~one dollar fifty cents (\$1.50)~~ **two dollars (\$2.00)** per hour to be added to their base rate of pay for all hours spent in the training of another employee. Employees who are assigned as FTO may resign from this assignment by giving the Employer at least ninety (90) days' advance notice. Nothing contained in this paragraph will prevent an employee from training someone on a temporary basis to assist with an excess of trainees.
2. Notwithstanding any language contained in the current collective bargaining agreement in Article 14, section 14.2, Article 16, section 16.4 and/or Article 17, section 17.3, to the contrary, all permissive leave, other than sick leave, (i.e., Compensatory Time, Personal Leave and/or Vacation Leave), will be evaluated and granted on a first come, first served basis for the term of this Agreement.

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3. The Employer will make every effort to evaluate, grant or deny leave requests, and notify employees of the decision, within a reasonable time after the request is submitted.
4. Except as set forth above, the CBA between the parties continues unaltered, pursuant to its written terms.
5. This Agreement will remain in effect until the parties mutually agree that the current staffing emergency has been abated or until a successor CBA has taken effect, which includes language addressing these same concerns.

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

There being no further business, the meeting adjourned.

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

\_\_\_\_\_  
Barb Lewis

\_\_\_\_\_  
Jeff Benton

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