

**COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 29, 2024**

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

Present:
Gary Merrell, President
Jeff Benton, Commissioner

Absent:
Barb Lewis, Vice President

10:00 A.M. Public Hearing For Consideration Of The Drainage Improvement Petition For The Moore No. 1 #361 Watershed

**1
RESOLUTION NO. 24-58**

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JANUARY 22, 2024:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on January 22, 2024; 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 Mrs. Lewis Absent Mr. Merrell Aye Mr. Benton Aye

**2
PUBLIC COMMENT**

**3
RESOLUTION NO. 24-59**

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR 0126, MEMO TRANSFERS IN BATCH NUMBERS MTAPR 0126:

It was moved by Mr. Benton, seconded by Mr. Merrell to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR 0126, memo transfers in batch numbers MTAPR 0126, and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
P2400049 (Treasurer County)	Property Taxes	10011102-5380	\$110,110.00
P2400443 (Worly Plumbing)	Inventoried Assets	10011105-5260	\$5,007.00

PR Number	Vendor Name	Line Description	Account	Amount
R2400375	PROGRESSIVE SOLUTIONS INC	BYXBE CAMPUS ANTENNA SYSTEM	42011440 - 5450	\$ 74,850.00
R2401290	BRENNSTUHL CONSTRUCTION INC	VILLAGE AT HARVEST WIND - MILLER WILLIAMS HOLMES	40311495 - 5301	\$ 39,930.95
R2401425	DLZ OHIO INC	SANDUSKY	42011438 - 5410	\$ 49,000.00
R2401504	EPS	CAMPUS	42011440 - 5410	\$ 19,792.19
R2401569	IDEXX DISTRIBUTION INC	BLANKET PO FOR LAB SUPPLIES	66211900 - 5201	\$ 5,500.00
R2401646	TRAFFIC CONTROL PRODUCTS INC	OPTICOM RADIO VEH KITS	10011303 - 5260	\$ 65,600.00
R2401732	HACH CO	SPECTROPHOTOMETER	66211900 - 5450	\$ 8,350.00

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

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4
RESOLUTION NO. 24-60

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Delaware County Commissioners' Office is requesting that Jeffrey Sell from Job and Family Services attend NPELRA Annual Training Conference in Savannah, GA from April 6 – April 10, 2024; at the cost of \$2,499.56

The Delaware County Commissioners' Office is requesting that Assistant Chief, Jeremy Miller from Emergency Medical Services attend FDIC and JEMS Conference in Indianapolis, IN from April 16 – April 20, 2024; at the cost of \$2,010.50

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

5
RESOLUTION NO. 24-61

IN THE MATTER OF APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY EMERGENCY MEDICAL SERVICES AND THE INTERNATIONAL ASSOCIATION OF EMT'S AND PARAMEDICS, LOCAL R7-11, NAGE-SEIU, SERB CASE NO. 2023-MED-07-0542:

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

**NEGOTIATED AGREEMENT BETWEEN
THE DELAWARE COUNTY
BOARD OF COMMISSIONERS, AND THE DELAWARE COUNTY EMERGENCY MEDICAL
SERVICES, AND THE INTERNATIONAL ASSOCIATION OF EMT'S AND PARAMEDIC, LOCAL
R-7, NAGE-SEIU
EFFECTIVE:
NOVEMBER 1, 2023 THROUGH OCTOBER 31, 2026**

SERB Case No. and the final signed agreement will be added when finalized

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Delaware County EMS and IAEP Local R7-11, 2023-2026 Agreement

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ARTICLE 1 – PREAMBLE AND DEFINITIONS

Section 1.1 – Preamble.

This is an Agreement between the Delaware County Board of Commissioners (referred to as “Employer” or “County” or “Department”), and the International Association of EMTs and Paramedics, Local R7-11, NAGE-SEIU, (“IAEP” or “Union”), collectively referred to as “the Parties,” to establish the wages, hours, terms, and conditions of employment between the parties. The parties intend the terms of their Agreement to supersede any Ohio Revised Code provision on the subjects. The responsibility of the Commissioners with regard to their Agreement is limited to their authority as established by the laws of the State of Ohio.

Section 1.2 – Definitions.

- “Bargaining Unit Seniority” shall mean the uninterrupted service time in any classification in the bargaining unit.
- “Service Time” Time of employment with Delaware County.
- “Classification Seniority” (also sometimes referred to as “time in grade”) shall mean the uninterrupted service time in any classification in the bargaining unit an employee has as a bargaining unit employee in:
 - a. Classification of EMT
 - b. Classification of Advanced-EMT
 - c. Classification of Paramedic.

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d. Classification of Lieutenant

Time worked in any classification as a non- bargaining unit employee shall not count toward “Classification Seniority.”

- “County” Delaware County.
- “Days” Calendar Day unless specified otherwise.
- “Director” Director of Emergency Medical Services, who is also the Chief Officer of the Department. Director will also mean those who are authorized on their behalf, i.e., “designee”.
- “Employee” Those individuals employed in the classifications included in the bargaining unit described in Article 2.
- “Grievance” A "grievance" is a timely written complaint concerning the interpretation or application of the express written provisions of their Agreement.
- “Grievant” "Grievant" means an employee or the IAEP.
- “S.O.G.” The Department “Standard Operating Guidelines.”
- “Shift” or “Tour of
“Work work.
Day” or “Tour” The 24 hour or other period an employee is assigned to Duty” or
- “Promotion” Change in classification from EMT to Advanced-EMT to Paramedic or Paramedic to Lieutenant (see section 26.5).
- “New Hire” Employees entering or re-entering the bargaining unit.

Section 1.3 - Pronouns and Gender Reference.

Any specific gender pronoun reference contained within the four corners of their contract shall not be construed to or intended to be directly specific to any formal identity of gender. The terms “he”, “she”, “him”, “her”, “Mr.”, “Mrs.”, “Ms”, “Miss”, etc., all should be interpreted to mean “they”.

ARTICLE 2 - RECOGNITION

Section 2.1 – Representatives.

The County hereby recognizes the Union as the sole and exclusive representative for all employees included within the bargaining unit described in Section 2.2 of their Article on matters related to wages, hours, and other terms and conditions of employment, and the continuation, modification, or deletion of an existing provision in their Agreement, and the resolution of grievances arising under their Agreement.

Section 2.2 - Bargaining Unit.

The bargaining unit shall be all full-time employees in the following classifications: EMT, Advanced-EMT, Paramedics and Lieutenants. The bargaining unit shall not include supervisors, managers, professional or confidential employees, casual or seasonal employees, and others excluded by Ohio Revised Code Chapter 4117.

ARTICLE 3 - MANAGEMENT RIGHTS

Section 3.1 - Management Responsibilities.

Except as specifically abridged, delegated, granted or modified by a specific and express written terms or provisions of their Agreement, the Employer retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in management by the laws and the Constitution of the State of Ohio, including but not limited to their right to: determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Employer, standards of services, overall budget, utilization of technology, and organizational structure; determine, and from time to time re-determine as management desires, the number, location, relocation, and type of its operations, and the methods, processes, materials and means to be used in its operations, and to establish combine, move, relocate, or split up operations; discontinue processes or operations or discontinue their performance by employees in the unit covered by their Agreement; establish and change work hours, work schedules and assignments; hire, assign, direct, supervise, and evaluate employees and issue, modify and implement County and Department work rules and policies, and/or standard operating guidelines for employees; maintain and improve the efficiency and effectiveness of operations by any means desirable to management; determine the overall methods, processes, means, or personnel by which operations are to be conducted; suspend, discipline, demote, or terminate employees for just cause; lay off, transfer, promote, or retain employees; determine the adequacy of the work force; establish starting rates of pay; determine the

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overall mission of the Employer's office as a governmental unit; effectively manage the work force; and take actions to carry out the mission of the Employer.

Section 3.2 - Exercise of Rights.

The management rights set forth above shall not be subject to arbitration or impairment by arbitration award or otherwise except to the extent that they are limited by specific provisions of their Agreement. Failure to exercise a right or exercising it in a particular way shall not be deemed a waiver of any management right. The Employer may exercise any or all of the management rights set forth in their Article III without prior negotiation with or agreement of the Union.

Section 3.3 - Contracting Out.

The Employer agrees that contracting work, which will result in a reduction of the bargaining unit by termination or layoff, will be discussed with the Union prior to the letting of the contracts. At the meeting, the Union shall be afforded the opportunity to convince the Employer that it would be more cost effective to the Employer for such work to be performed by the existing employees.

Section 3.4 - Drug/Alcohol Testing.

The Employer expressly retains the right to test the employees for drugs and alcohol, consistent with state and federal law.

ARTICLE 4 - NO STRIKE / NO LOCKOUT

Section 4.1 - No Strike.

The Union and employees covered by their Agreement agree that they will not engage in, initiate, authorize, sanction, ratify, support or participate in any strike, slowdown, stay-in, or other curtailment or restriction of or interference with the work in or about the Employer's premises, or any job site in Delaware County, Ohio on which County services are being performed, nor will the Union or any Employees covered by their Agreement honor any picket line or strike activity by other employees of the Employer or non-employees of the Employer at or near the Employer's premises, or any job sites in Delaware County, Ohio on which services are being performed, during the life of their Agreement. The Union, its affiliates and members shall promptly take all possible actions to prevent and to end any such actions by employees or by any person affecting the work of such employees.

Any employee engaging in a strike, slowdown, stay-in or other curtailment, restriction of, or interference with the work in or about the Employer's premises or job sites as described in paragraph 4.1 above during the life of their Agreement shall be subject to disciplinary action by the Employer which can be, but is not limited to, their termination and/or any actions provided for in Ohio Revised Code Chapter 4117.

Section 4.2 - Lockout.

The Employer shall not lock out the employees during the term of their Agreement.

ARTICLE 5 - BLANK

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ARTICLE 6 – UNION DUES DEDUCTION

Section 6.1 - Written Authorizations.

During the term of their Agreement and upon written instruction by the Union, the Employer shall instruct the Auditor to make periodic dues deductions levied by the Union from the wages of bargaining unit employees who have voluntarily signed and presented a written dues deduction authorization to the County. Written dues authorizations shall remain in effect until the employee is transferred or promoted to a job classification outside of the bargaining unit or the written authorization is revoked by the employee.

Section 6.2 - Notice.

The Union shall advise Human Resources and the County Auditor, in writing, of the amount due and owing from each applicable employee's wages. The Union shall notify the Employer and the County Auditor in writing of any increase in the amount of dues to be deducted. Dues deductions shall only be made for a pay period when actual wages are earned. If union dues are owed for pay periods when the employee has no earnings or insufficient earnings to cover the deduction, the Employer shall instruct the Auditor to deduct such dues out of future paychecks only upon the express written direction of the Union.

Section 6.3 - Remittance to Union.

The Employer shall instruct the Auditor to deduct the dues from each payroll check. Dues deducted pursuant to their Article shall be remitted to the Union within a reasonable amount of time but in no case later than thirty (30) days from the deduction. Any alleged error in dues deduction must be submitted in writing no later than the calendar month following the alleged error or will be deemed waived.

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Section 6.4 - Revocation.

There shall be no dues deductions for employees who do not become or remain members in good standing of the Union and/or who revoke dues authorization in writing and submit notification by certified mail to both the Union and Employer of any previous authorization permitting dues deductions.

Section 6.5 - Save and Hold Harmless.

The Union agrees to hold the Employer and the County Auditor harmless for any dues deducted and remitted to the Union pursuant to the provisions of their Article.

ARTICLE 7 – PROBATIONARY PERIODS**Section 7.1 - New Employees/Transfers.**

Newly hired employees and employees transferred into the bargaining unit must complete a probationary period of three hundred sixty-five (365) days.

Employees promoted from the classification of EMT to Advanced EMT or paramedic must complete a probationary period of one hundred eighty (180) days. During their probationary period, an employee may be returned to their former position.

Employees appointed to the classification/rank of Lieutenant must complete a probationary period of one hundred eighty (180) days. During their probationary period, an employee may be returned to their former position.

The Employer shall have the sole discretion to evaluate the performance of the employee during the probationary period.

All provisions of their Agreement shall apply to new employees in their initial probationary period, or transfer from a non-bargaining unit position, including any extensions of the probationary period, except new and transfer employees may be disciplined, including termination, suspension, etc., and the discipline will not be grievable nor may it be submitted to arbitration by either the employee or the Union.

By mutual agreement, a probationary period may be extended for a period of up to one hundred eighty (180) days for new and transfer employees and employees appointed or promoted to the classification of paramedic.

Section 7.2 – Discharge/Termination.

Newly hired (including those who had been working part-time) probationary employees may be terminated or transferred back out of the bargaining unit (full-time to part-time) at any time during their probationary period without recourse to the grievance procedure or under civil service law.

Bargaining unit employees serving a probationary period pursuant to section 7.1 of their Agreement ~~or~~ may be returned to the classification held prior to their promotion for any reason and at any time prior to the completion of the probationary period. Such action shall not be grievable under the terms of the Agreement or under civil service laws, or otherwise subject to challenge. All other discipline taken against an employee serving a promotional probationary period is subject to the provisions of Article 8 of their Agreement.

Section 7.3 – Pay Upon Promotion and Demotion.

Pay rates for employees promoted or demoted pursuant to their Article shall be governed by Section 26.5 of their agreement.

ARTICLE 8 - CORRECTIVE ACTION, MAINTENANCE OF CERTIFICATION**Section 8.1 - Discipline for Just Cause.**

Employees may be disciplined or terminated for just cause, including: incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, any failure of good behavior, and any other acts of misfeasance, malfeasance, or nonfeasance. Employees may also be disciplined or terminated for any violation of the Employer's current rules or policies or SOGs or rules or policies or SOGs hereafter put into effect, including violation of the Ethics of County Employment, so long as these policies are not in conflict with other provisions of their Agreement. Nothing in their Article precludes the right of the Employer to terminate or transfer an employee under the provisions of Article 7 - Probation.

Section 8.2 - Punctuality.

Employees shall be present, in uniform, and ready to work at their scheduled starting times and at the assigned work site. The Union recognizes that punctuality of employees is of vital importance.

Section 8.3 - Failure to Return from Leave & Inappropriate Use of Leave.

Failure of an employee to return to work at the expiration of an approved leave of absence shall be considered an absence without leave and shall be grounds for discipline, up to and including termination, in accordance with the regular policy on absences without leave. If the Director or their designee determines that an

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employee is using a leave of absence for a purpose other than the purpose for which it was granted, they may immediately revoke the leave of absence, order the employee back to work, and may impose appropriate discipline on the employee, up to and including termination.

Section 8.4 – Forms and Notice of Discipline.

Examples of the types of discipline that may be imposed under their Article are: (1) oral reprimand; (2) written reprimand; (3) working (paid) suspension; (4) suspension without pay; (5) forfeiture of earned leave; (6) demotion, reduction in position and/or reduction in pay; (7) termination, or (8) other discipline appropriate to the infraction.

If discipline is issued, the Employer will provide the employee written notice of the type of discipline being imposed and the reasons for the discipline. Counseling, evaluations, and performance improvement plans are not deemed or to be considered as discipline.

Section 8.5 –Discipline.

For minor infractions, the principles of progressive disciplinary action will ordinarily be followed. Generally, for a single minor, non-serious infraction, counseling or a reprimand will normally precede working suspensions, suspension without pay, reduction in pay, forfeiture of leave, and/or rank, termination, or other discipline appropriate to the infraction. The commission of multiple minor offenses, whether similar or dissimilar in nature, will result in more severe disciplinary action up to termination. The progressive disciplinary action outlined herein is not designed to cover, and cannot be followed in, every situation.

Certain offenses are serious enough to warrant more severe discipline up to and including immediate discharge/termination without regard to previous reprimands or discipline. To their end, the Board of Commissioners and/or the Director reserves the right and discretion to deviate from their progression for offenses which are deemed serious enough to warrant such action. For allegations of a serious nature which may result in a suspension with or without pay, a demotion including a reduction in pay and/or rank, or termination, the County may place a member on administrative leave with pay pending a determination on final disciplinary action, if any.

Section 8.6 – Pre-disciplinary Process.

Before imposing a reduction in pay, demotion, suspension or removal, the Director or their designee shall hold a conference with the employee to give the employee an opportunity to learn the reasons for the intended disciplinary action and to challenge the reason for the intended action or otherwise to explain their behavior. The employee has the right to be accompanied at the conference by one representative of the employee's own choosing. The conference will be scheduled as promptly as possible by the Director or their designee. The Director or their designee may impose reasonable rules on the length of the conference.

If it is determined that the employee's continued employment prior to the conference poses a danger to persons or property or a threat of disrupting operations, the Employer may suspend the employee without pay for up to three days following a preliminary due process hearing and while pending the conference provided for in their Section to determine final disciplinary action. If in such a situation, the Director determines at the conference that no discipline of the employee is appropriate, the employee shall receive back-pay and benefits for the period of suspension without pay.

Section 8.7 - Rules of Conduct.

The Director may issue or modify work rules for employees. The County policies and rules for conduct of County employees apply to employees of their Department. Certain offenses are serious enough to warrant immediate termination without regard to previous reprimands or discipline. Such serious offenses include, but are not necessarily limited to the following:

- a. Theft of or intentional or reckless damage to property of the County or the public;
- b. Theft of or intentional or reckless damage to the property of a fellow employee;
- c. Insubordination towards management personnel or the uttering of threatening or abusive language to management or to the public;
- d. Intoxication, working under the influence or the use of alcohol or an illegal controlled substance while on duty, improper use or possession of illegal controlled substances, or conviction for the sale of any illegal controlled substance at any time, on or off-duty;
- e. Falsification of any County records or employment records;
- f. Physical Violence.
- g. Criminal Convictions: however, pending criminal charges shall not limit the ability of the Employer to discipline the employee for the underlying circumstances or other violations of work rules, policies, and standards of the SOGs.;
- h. Harassment;
- i. Loss of driver's license or otherwise deemed uninsurable by the County's insurance carrier;
- j. Dishonesty.

Section 8.8 - Supersede Civil Service Law, Exclusive Remedy.

Ohio Revised Code Section 124.34 is superseded by their Agreement and the sole and exclusive remedy for an employee wishing to contest a disciplinary action shall be through the grievance procedures of Article 3, except employees terminated under Article 7 - Probation who shall not have any right to appeal a probationary

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termination.

Section 8.9 - Discipline Records.

A copy of any record of disciplinary action, which has been placed in the employee's file, shall be provided to the employee at the time of placement. In the event that there is no intervening discipline issued to the employee, the following shall apply:

- a. Documented oral reprimands will cease to have force and effect after twelve months;
- b. Written warnings will cease to have force and effect after twelve months;
- c. Records of suspensions will cease to have force and effect after twenty-four months.

Once discipline has ceased to have force and effect, the original copy of the action will be removed from the employee's personnel file upon request and kept on record with the Employer as required by the Ohio Revised Code.

Section 8.10 – Maintenance of Certifications and Licenses.

As a condition of continued employment with the County, each member shall obtain, possess and maintain the minimum qualifications established for the member's position, which qualifications for all members currently include, but are not limited to, the following:

- a. Certification as a State of Ohio Emergency Medical Technician, Advanced Emergency Medical Technician or Paramedic.
- b. Certification in Basic Life Support for Healthcare Providers.
- c. Any member who is certified as a Paramedic shall maintain uninterrupted certification as a Paramedic.
- d. A current and valid State of Ohio Driver's License.
- e. Maintain insurability under all County automobile and/or liability insurance policy(ies).
- f. Such other and/or additional certifications, licenses, qualifications and/or levels of training as may be established for full-time paramedics by federal or state law, rule or regulation, and/or the County's EMS Departmental Policies or EMS Patient Care Guidelines.

Employee responsibility to maintain certifications and licenses. Members shall be solely responsible to maintain and renew all such certifications and licenses. In order to confirm the ongoing validity of a member's EMT, Advanced-EMT or Paramedic certification, Driver's License and insurability under the County plan, the County reserves the right to examine the certification, licensing status and driving record of a member, and the members shall assist in their examination or sign any authorization which might be necessary to complete the examination.

ARTICLE 9 - PERSONNEL FILES

Section 9.1 - Review of File.

An employee shall be allowed the right of review of their personnel file and be entitled to the rights and protections of O.R.C. 1347.01, Personal Information Systems provisions.

Section 9.2 - Written Statement.

Should any employee have reason to believe that there are inaccuracies in documents contained in their file, the member may notify the Employer in writing of the alleged inaccuracy. The employee shall have the right to submit a written statement detailing their objections to the materials in question. If such a statement is prepared, it shall be attached to the material objected to by the member.

ARTICLE 10 - VACANCIES, ASSIGNMENTS, AND SCHEDULING

Section 10.1 Vacancy; Posting.

A vacancy occurs when the Employer intends to fill an open (current or new) position and posts the position. The Employer is not required to fill any position posted pursuant to their Article. Any time a position is posted, the posted position shall be filled according to the listed criteria in Section 10.2 below.

Section 10.2 - Procedure.

The Employer will fill vacancies as follows:

Posting. Except as provided below, the Director, or their designee, shall post the vacancy notice, naming the available job. The posting shall be for a minimum of ten (10) calendar days. Interested candidates may have their applications considered by filing an application with the County Human Resources Department by the end of the posting period.

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Selection. The Employer shall select the candidate they deem most qualified based on their job related experience, training, test results, and educational background needed to perform the duties of the posted job. After a list is posted, candidates may be removed from the list, without resort or recourse to the grievance procedure, for disqualifying conduct, including disciplinary action. With regard to Lieutenant positions, the Director, or their designee, shall post a list as needed. The list will expire after twelve (12) months unless the current list of candidates is exhausted.

Section 10.3 - Crew Schedules.

Crew schedules are established by the Director.

Section 10.4 - Transfers and Assignments.

The Director determines all transfers and assignments. When the Director determines to change an employee's duty days on a permanent basis, the Director shall provide the employee with thirty (30) calendar days' notice. The employee may choose to move duty days prior to the thirty (30) calendar day period upon mutual agreement with the Director.

ARTICLE 11 - CONFORMITY TO LAW

Section 11.1 - Supersede.

This Agreement shall supersede any present and future state and local laws, along with any applicable rules and regulations, and the invalidity of any provisions of their Agreement by reasons of any such existing or future law or rule or regulation shall not affect the validity of the surviving portions.

Section 11.2 - Conflict with New Laws.

If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties) renders any portion of their Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portions of their Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

Section 11.3 - Reopen Contract.

In the event that any portion of their Agreement is rendered invalid or unenforceable, the Employer and the IAEP will, at the request of either party, promptly enter into negotiations relative to the particular provisions deemed or rendered invalid or unenforceable. The remaining provisions of the Agreement will remain in effect.

ARTICLE 12 - LABOR RELATIONS MEETING

Section 12.1 - Purpose.

In the interest of sound labor relations, the Director and/or their designee shall, unless mutually agreed otherwise, on a mutually agreeable day and time, meet with not more than three (3) officers of the Union to discuss those matters addressed below. Additional representatives may attend by mutual agreement.

Section 12.2- Meetings and Agenda.

At least five (5) days in advance of such scheduled meetings, each party will submit to the other party any proposed items for the agenda, and a list of representatives that will be attending. There shall be no publication of the agenda or release of the information concerning the labor relations committee's deliberations or recommendations without the advance notice of both the Union President and the Director or their designee. The purpose of such meetings shall be to:

1. Discuss the administration of their Agreement;
2. Notify the Union of changes made by the Employer which affect bargaining unit members of the Union.
3. Discuss the grievances which have not been processed beyond the final step of the grievance procedure, but only when such discussions are mutually agreed to by the parties;
4. Disseminate general information of interest to the parties;
5. Discuss ways to increase productivity and improve efficiency;
6. Give the Union representatives the opportunity to share the views of their members on topics of interest to both parties; and
7. Consider and discuss health and safety matters relating to employees.

Section 12.3 - Special Meetings.

If special labor relations meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

Section 12.4 – Non-bargaining.

Labor-Relations meetings are not intended to be negotiation sessions to alter or amend the basic Agreement. Neither party is required to continue meeting after the third hour of a labor-relations meeting.

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ARTICLE 13 - STANDARD OPERATING GUIDELINES

Section 13.1 Union Notification.

The Director agrees that SOG's shall be provided to the IAEP in advance of their enforcement. (The duty to notify has no effect on the Director's authority to issue SOG's.) SOG's shall not violate their Agreement. The Union may request within seven (7) days of notice of new or revised SOGs to meet with the Employer in a Labor Relations Meeting to discuss new or revised SOGs.

Section 13.2 Employee Notice, Posting.

Employees shall be notified of new or revised SOGs which notice may be through electronic means, e.g., County intranet, County E-mail, or current online notification platform. Employees will be responsible to read and acknowledge new or revised SOGs. The Employer will also post by electronic means the current collective bargaining agreement between the parties.

ARTICLE 14 - GRIEVANCE PROCEDURE

Section 14.1 - Intent and Purpose, Good Faith, Informal Resolution.

The grievance procedure is specifically designed to deal with all alleged violations of their contract and it replaces any procedure provided by the State Personnel Board of Review. All matters arising out of their contract are to be processed exclusively through the grievance procedure. Grievances must be filed in good faith. Probationary terminations or removals are not grievable.

All employees are encouraged to informally discuss with their Captain grievances or concerns regarding the interpretation or application of the terms of their Agreement. Such discussions shall not delay or extend the timelines and requirements for filing grievances. The union is also encouraged to discuss informally any grievances or concerns.

Section 14.2 - Definitions.

- a. **Grievance:**
A "grievance" is a timely written complaint concerning the interpretation or application of the express written provisions of their Agreement.
- b. **Grievant:**
"Grievant" means an employee or the IAEP.
- c. **Days:**
"Days" means Monday through Friday excluding County recognized holidays.

Section 14.3 - Representative.

The grievant is entitled to IAEP representation at any step of the grievance procedure. The availability of the IAEP representative does not affect the running of the timelines at any step of the grievance procedure. An off-duty steward may meet with the grievant to discuss the grievance during the grievant's regular shift.

Section 14.4 - Time Limits.

Any time limit imposed upon the handling of a grievance shall commence on the date of receipt. Time limits may be changed at any step of the grievance procedure by mutual agreement of the grievant and the Employer, which shall be confirmed in writing, which may include email communications.

The timelines imposed on the grievant are to be strictly construed unless the Director expressly extends the timelines in writing. If a grievant fails to meet a timeline, the grievance shall be dismissed. If no decision is rendered by the receiving Captain, Assistant Chief or Director within the applicable time requirements, the grievance shall proceed to the next successive grievance step. If a grievance is not timely pursued to the next step the grievance will be deemed withdrawn.

Section 14.5 - Grievance Procedure.

Step 1. The grievant must file a written grievance with an Assistant Chief within fourteen (14) days of the occurrence giving rise to the grievance. All written grievances, in order to be effective for consideration, shall contain the following: (1) the facts of the grievance; (2) the specific contract provision(s) alleged to be violated; (3) the remedy sought; and (4) the signature of the grievant.

The Assistant Chief has fourteen (14) days from the time the grievance is received from the grievant to reply to the grievant. If the Assistant Chief denies the grievance or fails to respond in a timely fashion, the grievant may proceed to Step 2 by submitting the grievance to the Director within seven (7) days after receiving the Assistant Chief's decision, or immediately after the seven (7) day period expires.

Step 2. This step begins at the time that the grievance is received by the Director. The Director, or their designee, may choose to meet with the IAEP representative or the grievant, or both, within seven (7) days of receiving written notification of the grievance, and shall submit a written decision to the grievant within seven (7) days.

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Section 14.6 - Arbitration

Arbitration. If the parties are unable to satisfactorily resolve the grievance at the final step of the Grievance Procedure and the Local President determines to proceed to arbitration, it may be appealed to a mutually selected arbitrator. Such appeal must be presented to the Director by the IAEP, in writing, within fourteen (14) days from receipt of the Director's response or if the Director fails to respond within the time limits (set forth in Step 2) to the grievance. The Union shall contact the Employer to select an arbitrator within fourteen (14) days of filing the appeal. If the parties are unable to mutually select an arbitrator the Union shall request a list of arbitrators from FMCS, SERB, or AAA. Failing to mutually agree upon an arbitrator from the panel provided, the parties shall strike names alternately, with the parties' right to strike the first name to be determined by a flip of a coin. The Union shall notify the arbitrator of their selection and request dates for the arbitration hearing within twenty-one (21) days of the selection. The parties may, upon mutual agreement, request that the arbitrator mediate the grievance. If the parties are unable to mediate a resolution, the matter shall proceed to arbitration. All decisions reached by the arbitrator shall be final and binding on both parties. If the arbitrator denies the grievance, their fee and expenses will be paid by the IAEP. If the arbitrator grants the grievance, the County will pay the arbitrator's costs.

Jurisdiction of the Arbitrator. The arbitrator's jurisdiction is strictly within the four corners of their Agreement. Their authority must be derived from the express, written provisions of their Agreement. The arbitrator cannot add to, amend or modify in whole or part any provision of their Agreement.

ARTICLE 15 - SENIORITY**Section 15.1 - Probationary Period; Seniority.**

A probationary employee shall have no seniority until they satisfactorily completes the probationary period as a full-time employee. Time worked in any classification not in the bargaining unit or as a part-time employee shall not count toward "Classification or Bargaining Unit Seniority."

Section 15.2 Loss of Seniority.

An employee's seniority shall cease when one or more of the following occurs:

- a) Terminated for just cause;
- b) Layoff exceeding twelve months;
- c) Refusing recall or not reporting for duty as defined in Section 16.3;
- d) Retirement;
- e) Failure to return upon expiration from an approved leave of absence; or
- f) Resigns (unless reinstated under Section 15.3)

Section 15.3 Seniority Frozen; Reinstatement.

Leave Department. Bargaining unit members who leave the Delaware County EMS Department and are reinstated to a bargaining unit position within one hundred and eighty (180) calendar days shall have their seniority restored upon rehire to a bargaining unit position but shall not have credit for seniority for the time not in a bargaining unit position.

Leave Bargaining Unit/Remain with the Department. Employees who leave a bargaining unit position and remain employed by the EMS Department with no break in service in the Delaware County EMS Department and return to a bargaining unit position shall have their seniority restored upon return to a bargaining unit position but shall not have credit for seniority for the time not in a bargaining unit position.

Section 15.4 - Station Transfers.

For purposes of station transfers, classification seniority precedes bargaining unit seniority.

ARTICLE 16 - LAYOFF AND RECALL**Section 16.1 – Layoffs.**

The County will follow the procedures in Ohio Civil Service law for layoffs except as modified in their Article. The County will notify the Union thirty (30) days prior to the date of a layoff.

Section 16.2 - Order of Layoff.

Layoffs, or recalls after layoffs, will be determined by bargaining unit seniority. The least senior employee within each affected classification shall be laid off first and the most senior employee who is laid off within each classification shall be recalled first. Employees with higher classifications who are laid off may displace less senior employees in successively lower classifications. Part-time employees within each affected classification shall be laid-off before any full-time employees in the affected classification. However, if the Director, using ordinary and reasonable discretion, determines that an employee whose seniority entitles them to be retained or recalled does not have the ability to perform the available work the Director need not retain or recall the employee. The Director, in order to determine whether an employee has the ability to perform available work may utilize documentation submitted by the employee or order the employee to be evaluated by a physician, determined and paid by the County.

Section 16.3 - Recall.

If the Department fills part-time positions while full-time employees remain on layoff, the full-time employees

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on layoff will have the first opportunity for those part-time positions. Full-time employees electing or declining recall to available part-time positions will remain on the recall list for full-time positions for the duration of the recall period. To be eligible for recall employees must possess the necessary certifications or licenses for their classification.

In the event of recall, employees will be notified of recall via personal service or certified letter sent to the employees last known address on file. The employee will have five (5) calendar days to respond to the Human Resources Department and accept or reject recall. Employees that accept recall will have fourteen (14) calendar days to report for duty.

Employees who return from recall will have their seniority and rate of pay restored at time of layoff. Benefits will be restored effective the first full month after recall.

No employee shall be hired until all employees on layoff have been eliminated either through recall, waiver or elimination.

Recall rights shall exist for 365 days from the effective date of the layoff.

Section 16.4 - Good Faith Discussions.

Prior to the effective date of any layoffs, the Employer will offer the Union an opportunity to enter into good faith discussions between the parties regarding the necessity and extent and alternatives to any prospective layoff through the labor relations meetings described in Article 12 of their Agreement.

ARTICLE 17 - MISCELLANEOUS

Section 17.1 - Safe Working Conditions; Duty to Report.

The Employer intends to furnish and maintain in satisfactory working condition, the necessary tools, facilities, vehicles, supplies, and equipment required for members to safely carry out their duties. Employees are responsible for reporting unsafe conditions or practices, or avoiding negligence, and for properly using and caring for tools, facilities, vehicles, supplies, and equipment provided by the County.

Section 17.2 - Bulletin Boards.

The Employer agrees to provide either a bulletin board or bulletin board space for use by the Union. All union notices which appear on the bulletin boards shall be signed, posted, and removed by the Union President or their designee. No material may be posted on the Union bulletin boards which contain the following:

- a. personal attacks upon any employee or County employee or officials;
- b. scandalous, scurrilous or derogatory attacks upon the administration; or
- c. commentary regarding a candidate for elected office or issues or for office in the Union.

Section 17.3 - Mileage Reimbursement.

Employees who are required to use their own vehicles for Department business shall be reimbursed at the current County rate for mileage traveled.

For purpose of their section, Department business is defined as mandated overtime that requires travel from station to station, floaters required to travel from station to station, or other travel from station to station to fulfill staffing requirements as determined by command staff. "Trades" or voluntary overtime that requires travel from station to station does not meet the definition of Department business.

Section 17.4 - Union Ballot Boxes.

The Union shall be permitted, upon prior notification to the Director, to place ballot boxes in all EMS stations for the purpose of collecting member's ballots on all Union issues subject to ballot. Such boxes shall be property of the Union and their contents shall not be subject to the Department's review. Responsibility for boxes rests with the Union. Use of boxes shall not interfere with the operations of the Employer.

ARTICLE 18 - UNIFORMS

Section 18.1 - Initial Issue.

The County agrees to provide each full-time employee, the following service uniform clothing:

- Three pairs of fatigue pants
- Three fatigue shirts with appropriate markings, optional long sleeve for one shirt
- Two items total of job shirts or wind shirts
- One belt
- One pair of black shoes or boots
- Safety glasses

Section 18.2 – Personal Protective Equipment

The county agrees to provide the following personal protective equipment to each full-time employee:

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- One set of protective / safety gear, to include pants, coat, rescue helmet, and rescue gloves
- One ballistic vest
- Safety glasses- non-prescription or Safety glasses- prescription of a one-time reimbursement of up to \$175 throughout the term of the contract
- Traffic safety vest

The County shall provide three ballistic helmets on each medic for use by employees.

Section 18.3 – Physical Fitness Clothing

The County agrees to provide the following clothing to be used for on-duty physical fitness activities:

- Physical fitness shorts
- Physical fitness shirts

Section 18.4 - Replacement.

The County agrees to replace all damaged or worn items issued as part of the required uniform. The Director, or designee, reserves the right to determine whether an article is damaged or worn sufficiently to warrant replacement, and may require the employee to turn in the clothing being replaced. Employees may not wear any of the items listed above when they are not on duty.

ARTICLE 19 - UNPAID LEAVES OF ABSENCE

Section 19.1 - Disability Leave.

- A. Unpaid Disability Leave Requested by the Employee.** If an employee's illness or disability continues beyond the time covered by their earned sick leave, they may request an unpaid disability leave or other unpaid leave of absence. Employees may also use earned vacation time or compensatory time after exhausting sick leave, but before applying for an unpaid disability leave.

An employee may request an unpaid disability leave for up to six (6) months if they continue to be injured, ill, or physically or mentally incapacitated from the performance of the regular duties of their position after they have exhausted their accumulated sick leave, compensatory time and vacation. Employees on unpaid disability leave shall not accumulate leaves (sick or vacation) or receive longevity pay. Employees who are not able, at the expiration of the unpaid disability leave, to perform all the functions and duties of their classification will be deemed separated from employment.

To be eligible to return from unpaid disability leave, the employee may be required to authorize the release of medical records or at the discretion of the Employer, submit to an examination. Refusal or failure to submit records or be examined will be deemed separated.

- B. Involuntary Disability Leave or Disability Separation from Employment.** The Employer may place an employee on unpaid disability leave after the employee has exhausted vacation, sick leave and compensatory time if, after an informal hearing concerning their condition, it is determined that the employee is unable to perform the regular duties of their position because of illness, injury, or other physical or mental disability. Prior to the hearing, the County may require the employee to submit to an examination conducted by a licensed physician, psychiatrist, or psychologist, as appropriate to the circumstances, at the County's expense. Ordinarily, if the employee is hospitalized or institutionalized at the time of the request, the disability leave may be granted without examination. If, upon completion of the examination, it is determined that the employee is unable to perform the regular duties of their position for the six (6) month period of unpaid leave, the Employer may separate the employee.
- C. Reinstatement, Permanent Separation.** Within one (1) year from the expiration of the unpaid disability leave or disability separation, the employee may apply for reinstatement. After receipt of a timely application for reinstatement, the County may require examination of the employee by a licensed physician, psychiatrist, or psychologist, as appropriate to the circumstances, and shall designate the person to conduct the examination. To be eligible for reinstatement the employee must authorize the release of examination results. The County shall pay for the examination. If the examination discloses the employee has recovered from the disability and is otherwise able to perform the regular duties of their position, the County shall reinstate the employee to their former or similar available position within thirty (30) calendar days from their written application and completion of examinations. If, upon completion of the examination, it is determined that the employee is unable to perform the regular duties of their position for greater than six (6) months, the Employer may permanently separate the employee.
- D. Early Return from Disability Leave.** If a disability leave of absence is granted for a definite period of time, at the discretion of the Director, the employee may be reinstated before the expiration of the leave.
- E. Follow Up Examinations.** It will be the responsibility of employees to be available for follow-up examinations, to be paid by the Employer, and submit all documentation on request of the Employer.

Section 19.2 - Family and Medical Leave.

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The Employer may implement all aspects of the Family and Medical Leave Act in its discretion to the extent allowed by and not inconsistent with their Agreement and the Act.

Section 19.3 - Military Leave.

Military Leave will be administered in accordance with the federal and state law.

ARTICLE 20 - PAID LEAVES

Section 20.1 - Sick Leave.

Each employee shall earn .0656 hours paid sick leave for each hour of regular work. Unused sick leave shall be accumulated without limit. Sick leave shall be used in good faith. A violation of their Article is subject to Article 8 of their Agreement (Corrective Action).

Effective January 1, 2021, sick leave shall be counted as hours worked for purposes of calculating overtime but only for overtime associated with employees' regularly scheduled hours of work (i.e. the built in overtime of eight hours in the weeks employees are scheduled to work 48 hours and 32 hours in the weeks employees are scheduled to work 72 hours.) Sick leave shall not be considered as hours worked for any other overtime worked by employees.

Balance Transfers:

An employee who transfers from one County office to another or who transferred or is hired from another public employer in Ohio to County employment within ten (10) years of service, shall be credited with the unused balance of their sick leave accumulated in their prior service. The employee is responsible for obtaining certification of their previously accumulated sick leave.

Use:

Employees may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, or patients, and for absence due to illness, or injury in the employee's immediate family where the employee's presence is necessary.

Misuse, Abuse:

Misuse, abuse, or patterned use of sick leave may be grounds for disciplinary action.

Immediate Family:

"Immediate Family" for include: grandparents, great grandparents, brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, parents, father-in-law, mother-in-law, spouse, children, step-children; grandchildren, and legal guardian; or other persons who stand in the place of a parent to the employee.

Reporting Absence:

An employee who is absent due to one of the above reasons must report their absence one (1) hour before their shift begins or prior to reporting off sick while on duty.

Deduction:

When sick leave is used it shall be deducted from the employee's sick leave credit on the basis of one hour of sick leave for every hour of absence from previously scheduled work.

At Death:

Upon death the of an employee, unused accumulated sick leave shall be paid to their spouse, children or parents, if any, in that order, or to their estate. Payment for accumulated sick leave at the time of death shall be based on the employee's regular rate of pay at the time of their death, with one such hour of pay for every two (2) hours of accumulated sick leave. If the employee's death was in the line of duty, payment for accumulated sick leave at the time of death shall be one hour of pay for each hour of accumulated sick leave.

At Separation:

Upon resignation or retirement from Delaware County, the County will pay employees who have ten (10) years of service with the Department one-fourth (1/4) of their accumulated sick leave.

Section 20.2 - Funeral Leave.

An employee may be absent with pay for up to one two twenty-four (24) hour tours, to be deducted from sick leave, upon the death of an immediate family member as defined in Section 20.1 (d) and the following: grandparents-in-law, aunts and uncles. Sick leave used under their section for funeral leave purposes shall count as hours worked for purposes of overtime.

Section 20.3 – Court and Jury Duty Leave.

Employees may be excused from work for jury duty or when subpoenaed to court when such subpoena results from an incident that occurred when the employee was on duty with the County. Whether or not the court

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appearance arising from such a subpoena is on a scheduled work day, the employee shall be paid for all such time in court.

Employees called to and reporting for panel and/or jury duty during their scheduled work day shall be compensated by the County at the regular rate of pay for the normal work day. Time on jury duty is not hours worked for computing overtime. The employee must give their Captain prior notice and proof of their jury duty call, and submit their jury fee to the County Treasurer in order to receive their regular pay.

Section 20.4 - Union Leave.

The Union President and/or their designee(s) shall be granted up to a total of one hundred fifty (150) hours of time off with pay, upon prior approval, for the duration of the collective bargaining agreement, for the purpose of attending negotiations or labor relations meetings. All Union leave must be reported to the Director or their designee prior to the time taken.

Section 20.5 – Personal Leave

Employees shall be entitled to personal leave up to two (2) times each year when scheduled to work in increments of not less than two (2) hours. Personal leave shall not be used in connection with other forms of leave and shall not be deducted from the employee's sick leave balance. Unused personal leave shall not carry over into the next calendar year. Time spent on personal leave shall not count as actual hours worked for overtime purposes. Personal leave may only be used for approved hours of work or previously scheduled duty days.

Personal leave shall be used to attend to important personal matters which cannot be conducted at times other than scheduled work time, or unforeseen emergency situations, and shall not be used for gainful employment or recreation. Employees will use their emergency exception responsibly. If used for an emergency situation, personal leave may be used in conjunction with other leaves. Employees shall provide an explanation, if requested, for the use of personal leave.

ARTICLE 21 - STANDARD WORK WEEK AND OVERTIME

Section 21.1 - Work Schedule.

The normal schedule shall consist of 24 hours (one work day, shift or tour of duty) on duty followed by 48 hours off duty. The Employer retains the right to modify schedules. If the Employer modifies the 24/48 schedule or the start time of a shift, it will provide the affected employees with 120 days advance notice, unless the parties mutually agree on a shorter period.

Section 21.2 - Compensatory Time.

Employees shall be entitled to elect to receive compensatory time in lieu of overtime pay. Compensatory time shall accrue and be counted on a one (1) for one (1) basis, i.e.; one hour earned equals one hour accrued, but shall be paid out at an overtime rate of one and one-half hours for each compensatory hour used. Employees shall be allowed to accrue up to 160 hours of compensatory time. Compensatory time must be used within 180 days of the time it is earned. The Director, or their designee, may deny a compensatory time request for a certain time if they determines that the Department operations will be interrupted. Compensatory time used will not be counted towards hours worked.

Section 21.3 - Call-Back.

When an employee is called back to work by the Director, or their designee, for hours of work not abutting their regular work shift, he shall be paid for at least two (2) hours.

Section 21.4 - Overtime Rotation.

Overtime will be distributed on a rotating basis in accordance with the applicable SOGs.

Section 21.5 - Employee Trades.

An employee shall be permitted to trade time with another employee upon submitting the trade into the County's scheduling software. The hours worked for a trade shall not be considered hours worked for overtime. Where one employee substitutes for another, each employee will be credited as if they had worked their normal schedule for that shift. Trading of shifts outside of the normal work schedule will not be authorized (e.g. overtime shifts).

In the event of an unforeseen circumstance, an employee may call their assigned station to make arrangements with another employee to provide coverage. This may only occur twice in any 6 month period. The duty lieutenant or the acting lieutenant must be notified. Additionally, the trade shall be completed on the County's scheduling software immediately upon the employee's arrival. If no one is willing to trade, the employee calling shall speak with the duty or acting lieutenant, and indicate that they will be late. The duty or acting lieutenant shall notify an on-duty Captain.

Trades shall not impede department operations. Both employees are required to have at least 48 hours of sick and/or personal time accrued to be eligible to trade. Employee's agreeing to work a trade who are late or absent without leave at the time they are scheduled to work shall be held accountable, not the employee for whom they are working. When an employee calls off for a trade time or fails to report for duty, that employee

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shall have that amount of time deducted from their sick leave bank, but will not be paid for the deducted sick leave. Employees who show a pattern of not honoring trades will be ineligible for trades for a period of one year.

When submitting the trade into the scheduling software, both days that will be traded must be indicated. Trades must be paid back within a ninety (90) calendar day period.

In the case of trades, employees may work a total of 48 hours. After 24 hours of continuous work time, an employee will not operate emergency vehicles.

ARTICLE 22 - VACATIONS

Section 22.1 - Vacation Leave Accrual.

An employee (after completion of one full year of service) shall have earned two weeks of vacation leave with full pay. Thereafter, an employee shall earn and accrue vacation leave pro rata over 26 bi-weekly pays at the following annual rates:

<u>For 24-48 Hour Employees</u>	
1 to 7 years service	120 hours
8 to 14 years service	168 hours
15 to 24 years service	216 hours
25 or more years of service	264 hours

Section 22.2 - Unpaid Absence.

No vacation is earned while an employee is on layoff or unpaid leave.

Section 22.3 - Vacation Leave Scheduling.

Vacation schedules will be arranged pursuant to the applicable SOG.

Vacation leave shall be counted as hours worked for purposes of calculating overtime but only for overtime associated with employee’s regularly scheduled hours of work (i.e. the built-in overtime of eight hours in the weeks employees are scheduled to work 48 hours and 32 hours in the weeks employees are scheduled to work 72 hours).

Section 22.4 - Payment on Death.

In the case of an employee’s death, earned, but unused vacation leave shall be paid to the person designated in writing by the employee on a form to be provided by the Employer at the deceased employee’s then hourly rate of pay. If no person has been designated or if the designated person is deceased, such earned, but unused vacation pay shall be paid under the applicable provisions of the Revised Code (See R.C. Sections 325.19(E) and 2113.04).

Section 22.5 - Carryover.

An employee may carry over earned vacation leave for three years with the approval of the Director.

ARTICLE 23 - HOLIDAYS

Section 23.1 - Holidays.

The employees shall receive eight (8) hours of straight-time pay or, if electing to receive all the time as compensatory, will accrue at the following rate: 5.34 hours of straight time:

- | | |
|--------------------------------|-------------------------------|
| 1. New Year's Day | (January 1) |
| 2. Martin Luther King Day | (third Monday in January) |
| 3. Washington-Lincoln Day | (third Monday in February) |
| 4. Memorial Day | (last Monday in May) |
| 5. Juneteenth Day | (June 19) |
| 6. Independence Day | (July 4) |
| 7. Labor Day | (first Monday in September) |
| 8. Veterans Day | (November 11) |
| 9. Thanksgiving Day | (fourth Thursday in November) |
| 10. Day after Thanksgiving Day | (fourth Friday in November) |
| 11. Christmas Day | (December 25) |

Section 23.2 - Additional Holidays.

Employees shall receive four (4) hours of straight-time pay on Little Brown Jug Day and Christmas Eve Day, or if electing to receive all the time as compensatory, will accrue at the following rate: 2.67 hours of straight time.

ARTICLE 24 - TRAINING

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The County will make available to each employee the opportunity to take a paramedic refresher course, ITLS, PALS, ACLS, CPR (or equivalent training/courses) and continuing education. The County will pay for the course and compensate the employee for the time spent taking the course. The employee must fill out proper documentation and submit it to the Director.

ARTICLE 25 - HEALTH INSURANCE

Section 25.1 - Coverage.

The Employer shall maintain a group health benefits plan for the bargaining unit. The plan shall be the plan in effect for the employees of the County generally (management and non-management employees alike). The Employer may implement reasonable changes in the health benefits plan so long as the changes are implemented for County employees generally.

Section 25.2 - Changes to Insurance.

If the County decides to change the health insurance benefits, they will inform the Union President thirty (30) days prior to the effective date of the new benefits (or less than 30 days if less than 30 days' notice is received by the County from the insurance carrier), and if the Union President requests, a meeting will be held to discuss the impact to the bargaining unit.

ARTICLE 26 - WAGES

Section 26.1 - Current Bargaining Unit Members.

All current bargaining unit members' pay rates will be increased effective the first full pay period of 2024 as set forth in Appendix A.

Section 26.2 - New (Probationary) Bargaining Unit Members.

A newly hired full-time employee and employees transferring into the bargaining unit may be placed at a wage rate to be determined at the sole discretion of the Employer but not below the entry rate or more than ten percent (10%) above entry rate.

Section 26.3 - Salary Scale.

Newly hired employees or employees going from part-time status to full-time status shall not be eligible for scheduled across-the-board annual adjustments that occur during their probationary period but shall receive the across-the-board increase the first full pay period following completion of the probationary period.

All bargaining unit member's pay rates will be at or above the entry rates listed below for the period of their Agreement. All members will receive their annual pay increase in the first full pay period of each calendar year during the contract period, with the exception of those who fail to receive acceptable performance evaluations, as defined in Section 26.4 below. Probationary period employee raises shall be according to the provisions of Section 26.5.

Position	2024 Minimum		2025 Minimum		2026 Minimum	
	Hourly	Yearly	Hourly	Yearly	Hourly	Yearly
EMT	\$15.50	\$51,584.00	\$16.12	\$53,647.36	\$16.76	\$55,777.28
AEMT	\$16.00	\$53,248.00	\$16.64	\$55,377.92	\$17.31	\$57,607.68
Paramedic	\$19.25	\$64,064.00	\$20.02	\$66,626.56	\$20.82	\$69,288.96
Lieutenant	\$22.00	\$73,216.00	\$22.88	\$76,144.64	\$23.80	\$79,206.40

The base wage rates will be adjusted yearly, as listed above. Bargaining unit employees shall receive a four percent (4%) increase effective in the first full pay period in 2025 and a four percent (4%) increase effective in the first full pay period of 2026. Any new employee will start at the base wage listed above based on hire date, unless section 26.2 applies.

Section 26.4 - Evaluations.

Employees whose written performance evaluations indicate that they are not performing at an acceptable level will not receive a pay increase on January 1st. Employees will be re-evaluated after six months, and if at that time, they are performing at an acceptable level, shall receive an increase in pay effective the date of the acceptable evaluation, and shall not be subject to back-pay.

Delaware County and the bargaining unit stress the importance of evaluation and performance for all members of the department. This ensures that the agency is staffed with employees who are competent both physically and clinically to perform at the highest level for the community we serve.

Section 26.5 - Promoted Employees, Paramedics and Lieutenants rate of Pay, Demotion

Employees promoted from EMT to Advanced EMT or to Paramedic or from Advanced EMT to Paramedic or from Paramedic to Lieutenant shall be entitled to an increase of seven and one-half percent (7.5%) or the entry

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level pay for the applicable position, whichever is greater.

Employees who do not successfully complete their probationary period shall be demoted to their previous classification. Such demotion is not subject to the grievance and arbitration procedure. An employee returned to their former position shall be paid at the rate of pay they received prior to promotion plus any across-the-board increase that was granted during the probationary period under their agreement.

Employees will also be required to undergo the following yearly performance evaluations:

1. Annual Core Competency skills and assessment process
 - a. Failure to pass results in remediation.
 - b. Failure to pass a second attempt results in remediation and FTO time.
 - c. Failure to pass a third attempt results in potential de-credentialing to be determined by the Medical Director.
2. Annual written protocol exam
 - a. Failure to pass results in remediation.
 - b. Failure to pass a second attempt results in remediation and FTO time.
 - c. Failure to pass a third attempt results in potential de-credentialing to be determined by the Medical Director.
3. Annual Physical Abilities Test (PAT) provided by a third-party vendor at the cost of the County. The PAT will be based on the job description of an EMS provider.
 - a. Failure to pass results in remediation with an exercise physiologist or personal trainer with a retest within six (6) months at the cost of the county.
 - b. Failure to pass a second time results in a fit for duty assessment by a physician selected by and paid for by the Employer.

An employee who is classified as a full-time EMT and attains certification as a paramedic must meet the following conditions to work as a paramedic prior to a promotion:

1. The employee must take and pass the test offered by the employer for purposes of creating a list for employees who are eligible for promotion to paramedic.
2. The employee must successfully complete FTO training required by the employer for new paramedics.

Section 26.6 - Out-of-Class Pay.

Employees who hold the classification of Paramedic shall be paid the out-of-class rate of \$2.00 per hour for hours worked, if the employee works as an Acting-Lieutenant for at least 6 consecutive hours. All out-of-class assignments must be pre-approved by the Director, or their designee.

Section 26.7 - Field Training Officers

Employees who hold the classification of EMT-Paramedic and are assigned to field train new employees shall receive FTO (Field Training Officer) supplement of \$2.00 per hour for hours actually worked as a FTO. All FTO assignments must be pre-approved by the Director, or their designee. Lieutenants shall not be eligible for FTO supplement.

Section 26.8 – Longevity

As compensation for fulltime years of service to the County, employees in the bargaining unit who are employed by the Employer on January 1, 2019 shall be entitled to annual longevity pay based upon years of completed service on January 1, 2019. No employee who has not completed five (5) or more years of service on January 1, 2019 shall be eligible for longevity pay. No employee hired after January 1, 2019 shall be eligible for longevity pay.

Longevity pay shall be ‘frozen’ as of January 1, 2019. Each bargaining unit employee’s longevity pay shall be frozen at an amount equal to \$100.00 for each year of completed service, based on the employee’s years of completed service on January 1, 2019. Longevity pay shall be divided and paid bi-weekly.

Section 26.9- Wage Supplements

In addition to their regular pay, employees are entitled to the pay supplements contained in their section. New employees are not entitled to these supplements until completing their initial probationary period. These pay supplements shall be included in the hourly rate for purposes of computing overtime but shall not increase based on annual wage increases.

1. Shift Clinical Educator. Employees who hold the classification of Paramedic and are appointed as a Shift Clinical Educator (SCE) shall receive a supplement of \$1.50 per hour for all hours worked. All SCE assignments must be pre-approved by the Director, or their designee. EMT, AEMT and Lieutenants shall not be eligible for the SCE supplement. SCEs are not eligible for FTO or instructor pay.
2. Certification Supplement. Bargaining unit employees with the following certifications will receive an additional \$360 per year, for each certification:
 - a. Critical Care Certification

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b. FP-C Certification

3. Employees shall be paid an additional three dollars (\$3.00) per hour when actually instructing at or for Delaware County EMS

ARTICLE 27 - SCOPE & SEVERABILITY, WAIVER

Section 27.1 - Supersede.

This Agreement supersedes all previous oral and written agreements and constitutes the entire agreement of the parties.

Section 27.2 - Scope and Waiver.

During the negotiations leading to the execution of their Agreement, the parties had a full opportunity to submit all items appropriate to collective bargaining. The Union expressly waives the right to submit any additional item for bargaining during the term of their Agreement, whether or not the item was discussed, submitted, or contemplated during the negotiations leading to the execution of their Agreement.

ARTICLE 28 - ALTERNATIVE DISPUTE RESOLUTION PROCEDURE

Section 28.1 - Alternate Procedure.

The provisions of their Article will be followed in lieu of requesting the State Employment Relations Board to intervene as provided in Section 4117.14(C)(2) of the Ohio Revised Code. However, a notice to negotiate shall be filed with SERB per the statutory time frame and process.

Section 28.2 - Mediation / Fact-finding.

During negotiations the parties may, upon written request to the State Employment Relations Board ("SERB"), utilize the services of a mediator. In addition or as an alternative to mediation, the parties may utilize fact-finding by requesting a list of names from SERB, or an alternate service as agreed by the parties. Selection of a fact finder shall be made by alternate strike from the panel. The fact finder shall make recommendations based on the criteria set forth in O.R.C. § 4117.14(G)(7).

The parties agree that the process for acceptance or rejection of a fact finder's recommendation as contained in O.R.C. § 4117.14(G)(7) shall apply to and be binding upon the parties.

Section 28.3 - Impasse / Conciliation.

If impasse is reached, as declared by either or both parties, following either mediation and/or fact-finding, either party may request in writing the appointment of a binding conciliator. The parties may jointly select an arbitrator to serve as conciliator, or the parties jointly will request a list of seven arbitrators from the American Arbitration Association ("AAA"), the State Employment Relations Board ("SERB"), or the Arbitration Mediation Services ("AMS"). The parties will select the conciliator by the alternate strike method, and either party may request another list(s) from AAA. The parties shall split the cost of the conciliator and arbitrator's service equally.

The conciliator will hold a hearing within thirty (30) days of appointment and, within thirty (30) days of the close of the hearing, shall issue a written report to both parties, which may be made public. At least one week before the hearing date, both parties shall provide each other and the conciliator with their last best offer on each outstanding issue. Each party may also suggest to the conciliator a package or packages of the issues based on the parties' last and best offers. The conciliator may conduct mediation before hearing evidence. Their determination, after hearing, must be on an issue-by-issue basis from the parties' last and best offers. The conciliator's determinations must be based on the criteria set forth in O.R.C. § 4117.14(G)(7).

Section 28.3 - Awards of Conciliator.

Awards and orders of the conciliator are subject to Ohio Rev. Code § 4117.14(H).

ARTICLE 29 – DURATION

Section 29.1

This Agreement shall be effective from November 1, 2023, through October 31, 2026.

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Delaware County EMS and IAEP Local R7-11, 2023-2026 Agreement

Appendix A

<u>DCEMS Employee Number / 2024 Hourly Wage</u>					
2601	\$24.75	2745	\$22.44	2874	\$22.00
2602	\$24.86	2746	\$20.89	2875	\$19.54
2608	\$24.53	2747	\$20.89	2877	\$22.00
2613	\$22.55	2752	\$19.64	2879	\$22.11
2620	\$23.98	2754	\$20.79	2880	\$19.64
2621	\$24.42	2756	\$22.99	2884	\$19.64
2627	\$24.20	2763	\$22.88	2888	\$19.54
2631	\$20.89	2770	\$22.11	2890	\$19.54
2642	\$24.86	2773	\$22.22	2891	\$19.54
2644	\$22.08	2775	\$20.79	2897	\$15.66
2651	\$24.64	2781	\$23.21	2902	\$19.35
2655	\$22.08	2784	\$22.99	2903	\$19.54
2662	\$23.43	2791	\$20.50	2904	\$19.44
2664	\$24.31	2792	\$22.66	2909	\$19.44
2670	\$23.21	2813	\$20.31	2920	\$19.35
2674	\$24.53	2814	\$20.31	2925	\$19.35
2685	\$19.28	2817	\$20.41	2926	\$19.35
2687	\$19.54	2820	\$20.21	2928	\$15.58
2695	\$21.46	2823	\$20.12	2931	\$15.50
2698	\$23.76	2828	\$20.21	2932	\$19.35
2703	\$21.65	2830	\$22.44	2934	\$19.25
2706	\$19.28	2834	\$22.11	2936	\$15.50
2707	\$22.44	2838	\$19.92	2937	\$15.50
2710	\$21.27	2842	\$22.33	2938	\$15.50
2712	\$23.65	2844	\$20.02	2939	\$19.35
2717	\$21.18	2848	\$19.92	2942	\$19.25
2718	\$21.18	2853	\$19.92	2949	\$15.50
2724	\$22.55	2858	\$19.64	2952	\$19.25
2730	\$21.08	2859	\$19.83	2956	\$19.25
2735	\$22.44	2860	\$19.73	2957	\$15.50
2736	\$20.98	2866	\$19.83	2959	\$15.50
2739	\$23.21	2873	\$19.64	2960	\$19.25

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

6

RESOLUTION NO. 24-62

IN THE MATTER OF AUTHORIZING THE USE OF PROCUREMENT CARDS FOR THE FACILITIES DEPARTMENT:

It was moved by Mr. Benton, seconded by Mr. Merrell 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:

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Appointing Authority:	County Commissioners
Office/Department:	Facilities/Maintenance
Daily spending per card:	\$5,000
Monthly spending per card:	\$10,000
Single transaction limit:	\$5,000
Daily number of transactions per card:	10
Monthly number of transactions per card:	50
Name on Card:	Lance Hauersperger

Appointing Authority:	County Commissioners
Office/Department:	Facilities/Maintenance
Daily spending per card:	\$5,000
Monthly spending per card:	\$10,000
Single transaction limit:	\$5,000
Daily number of transactions per card:	10
Monthly number of transactions per card:	50
Name on Card:	Justin Gordon

Appointing Authority:	County Commissioners
Office/Department:	Facilities/Maintenance
Daily spending per card:	\$5,000
Monthly spending per card:	\$10,000
Single transaction limit:	\$5,000
Daily number of transactions per card:	10
Monthly number of transactions per card:	50
Name on Card:	Shane Friley

Department Coordinator: Janette Adkins

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

7

RESOLUTION NO. 24-63

IN THE MATTER OF APPROVING A SERVICES AGREEMENT BY AND BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND PROGRESSIVE SOLUTIONS, INC. FOR EQUIPMENT, MATERIALS AND INSTALLATION OF A DISTRIBUTED ANTENNA SYSTEM AT THE BYXBE CAMPUS:

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

WHEREAS, the Director of Facilities recommends approval of the Services Agreement by and between the Delaware County Board of Commissioners and Progressive Solutions, Inc. for Equipment, Materials and Installation of a Distributed Antenna System at the Byxbe Campus;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following Services Agreement by and between the Delaware County Board of Commissioners and Progressive Solutions, Inc. for Equipment, Materials and Installation of a Distributed Antenna System at the Byxbe Campus:

SERVICES AGREEMENT

This Agreement is made and entered into on January 29, 2024, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Progressive Solutions, Inc., 2006 Kenton Avenue, Columbus, Ohio 43205 (“Contractor”), hereinafter collectively referred to as the “Parties.”

1 SERVICES PROVIDED BY CONTRACTOR

- 1.1 The Contractor will provide equipment, materials, and installation of a distributed antenna system at the County’s Byxbe Building B, 1610 State Route 521, Delaware, Ohio (the “Services”). The Contractor shall perform the Services in a workmanlike manner.
- 1.2 The Services shall be further defined in and rendered by the Contractor in accordance with the Contractor’s Quote #PSI-2023-1113-0456R2, dated November 13, 2023 (the “Proposal”), attached hereto and, by this reference, incorporated herein.
- 1.3 In the event of a conflict between the terms and conditions stated in this Agreement, consisting of pages 1 through 5, and any of the documents incorporated by reference herein, the terms and

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conditions stated herein shall take precedence.

2 SUPERVISION OF SERVICES

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Director of Facilities (the "Director") as the agent of the County for this Agreement.
- 2.2 The Director shall have authority to review changes to, and order commencement or suspension of, the Services performed under this Agreement.

3 AGREEMENT AND MODIFICATIONS

- 3.1 This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Contractor, shall supersede all prior understandings and agreements relating to the Services, and may only be modified or amended in writing with the mutual consent and agreement of the Parties.

4 COMPENSATION

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Proposal.
- 4.2 For all Services, the lump sum fee shall be \$74,850.00.
- 4.3 Total compensation under this Agreement shall not exceed \$74,850.00 without subsequent modification.
- 4.4 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the Services.

5 PAYMENT

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

6 NOTICE TO PROCEED, COMPLETION, DELAYS AND EXTENSIONS

- 6.1 The Contractor shall commence Services upon written order from the Director and shall complete the Services in a workmanlike manner and in accordance with the Proposal.
- 6.2 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Contractor may make a written request for time extension, and the Director may grant such an extension provided that all other terms of the Agreement are adhered to.

7 SUSPENSION OR TERMINATION OF AGREEMENT

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

8 INDEMNIFICATION

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

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9 INSURANCE

- 9.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 9.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 9.3 Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 9.4 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 9.1 and 9.2. Contractor shall require all of its subcontractors to provide like endorsements.
- 9.5 Proof of Insurance: Prior to the commencement of any work under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of work under this Agreement.

10 MISCELLANEOUS TERMS AND CONDITIONS

- 10.1 Prohibited Interests: Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 10.2 Independent Contractor: The Parties acknowledge and agree that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. The County is a public employer as defined in R.C. 145.01(D). The County has classified Contractor as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System ("OPERS") for or on behalf of Contractor for services rendered pursuant to this Agreement. Contractor acknowledges and agrees that the County, in accordance with R.C. 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. In support of being so informed and pursuant to R.C. 145.038, Contractor agrees to and shall complete an OPERS Independent Contractor Acknowledgement Form ("Form"). The Form is attached hereto and by this reference is incorporated as a part of this Agreement. The County shall retain the completed Form and immediately transmit a copy of it to OPERS.
- 10.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 10.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 10.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 10.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons,

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

- 10.7 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.

- 10.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.

- 10.9 County Policies: The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Contractor shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Contractor to comply with this Subsection. Copies of applicable policies are available upon request or online at <https://humanresources.co.delaware.oh.us/policies/>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.

- 10.10 Drug-Free Workplace: The Contractor agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.

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

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

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

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

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

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

**8
RESOLUTION NO. 24-64**

IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND DLZ ARCHITECTURE, INC. FOR PROFESSIONAL DESIGN SERVICES FOR THE RENOVATION OF THE COUNTY'S FACILITY AT 109 NORTH SANDUSKY STREET, DELAWARE, OHIO, FOR PURPOSES OF THE DELAWARE COUNTY PUBLIC DEFENDER'S OFFICE:

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

WHEREAS, the Director of Facilities recommends approval of the Professional Services Agreement by and between the Delaware County Board of Commissioners and DLZ Architecture, Inc. for Professional Design Services for the renovation of the County's facility at 109 North Sandusky Street, Delaware, Ohio, for purposes of the Delaware County Public Defender's Office;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following Professional Services Agreement by and between the Delaware County Board of Commissioners and DLZ Architecture, Inc. for Professional Design Services for the renovation of the County's facility at 109

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North Sandusky Street, Delaware, Ohio, for purposes of the Delaware County Public Defender's Office:

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement") is made and entered into on January 29, 2024, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 ("County"), and DLZ Architecture, Inc., 6121 Huntley Road, Columbus, Ohio 43229 ("Consultant"), hereinafter individually referred to as a "Party" and collectively referred to as the "Parties."

1 SERVICES PROVIDED BY CONSULTANT

- 1.1 The Consultant will provide professional design services for the renovation of the County's facility at 109 North Sandusky Street, Delaware, Ohio, for purposes of the Delaware County Public Defender's Office (the "Services").
- 1.2 The Consultant shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 The Services are more fully defined in, and shall be rendered by the Consultant in accordance with, the Consultant's Proposal dated January 8, 2024 (the "Proposal"), attached hereto and, by this reference, incorporated herein.

2 SUPERVISION OF SERVICES

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Director of Facilities (the "Director") as the agent of the County for this Agreement.
- 2.2 The Director shall have authority to review changes to, and order commencement or suspension of, the Services performed under this Agreement.

3 AGREEMENT AND MODIFICATIONS

- 3.1 This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, shall supersede all prior understandings and agreements relating to the Services, and may only be modified or amended in writing with the mutual consent and agreement of the Parties.

4 FEES AND REIMBURSABLE EXPENSES

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Proposal.
- 4.2 Total compensation under this Agreement shall not exceed Forty-Nine Thousand Dollars and Zero Cents (\$49,000.00) without subsequent modification.
- 4.3 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the Services.

5 NOTICES

- 5.1 Formal "Notices," as contemplated in and issued under this Agreement, shall be served by U.S. Certified Mail on the Parties at the addresses listed in the preamble of this Agreement, or at another address a Party may specify in writing. The Parties may use electronic communication for the purposes of general communication; however, e-mail shall not be used to transmit Notices.

6 PAYMENT

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Consultant and approved by the Director for Services performed to date in accordance with the Consultant's Proposal.
- 6.2 Invoices shall be submitted to the Director by the Consultant on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices, and the Consultant shall promptly submit documentation as needed to substantiate said invoices.
- 6.3 The County shall pay invoices within thirty (30) days of receipt.

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7 NOTICE TO PROCEED, COMPLETION OF SERVICES, DELAYS AND EXTENSIONS

- 7.1 The Consultant shall commence Services upon written order from the Director and shall complete the Services promptly in accordance with the Proposal.
- 7.2 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the Director may grant such an extension provided that all other terms of the Agreement are adhered to.

8 SUSPENSION OR TERMINATION OF AGREEMENT

- 8.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Consultant shall immediately suspend or terminate Services, as ordered by the County.
- 8.2 In the case of termination, the Consultant shall submit a final invoice within sixty (60) days of receiving Notice of termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the date of termination.

9 CHANGE/ADDITIONS IN SCOPE OF SERVICES

- 9.1 In the event that a material change to the scope of the Services is required during performance of the Services, the first Party shall notify the second Party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall only take effect if approved in a writing signed by both Parties in accordance with Section 3.1.

For any additional services in addition to those included in Section 1 as authorized or "if authorized", a scope and fee shall be negotiated and agreed to by both Parties prior to performance of the additional services. This Agreement shall be modified or amended in writing with the mutual consent and agreement of the Parties prior to performance of the additional services.

10 OWNERSHIP

- 10.1 Upon completion or termination of the Agreement, the Consultant shall provide copies, if so requested, to the County of all documents or electronic files produced under this Agreement
- 10.2 The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement.
- 10.3 This section does not require unauthorized duplication of copyrighted materials.

11 INDEMNIFICATION

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

12 INSURANCE

- 12.1 General Liability Coverage: Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 12.2 Automobile Liability Coverage: Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 12.3 Workers' Compensation Coverage: Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 12.4 Professional Liability Insurance: Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the Preliminary Engineering services hereunder plus three (3) years following any additional services provided for Final Engineering, services during construction, or

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other professional services, providing such insurance is readily available at reasonable prices. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.

- 12.5 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 12.1 and 12.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 12.6 Proof of Insurance: Prior to the commencement of any Services under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of Services under this Agreement.
- 13 MISCELLANEOUS TERMS AND CONDITIONS**
- 13.1 Prohibited Interests: Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 13.2 Independent Contractor: The Parties acknowledge and agree that Consultant is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Consultant also agrees that, as an independent contractor, Consultant assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Consultant hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 13.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 13.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 13.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 13.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 13.7 Findings for Recovery: Consultant certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 13.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.
- 13.9 County Policies: The Consultant shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Consultant shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing Services under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement

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for failure of the Consultant to comply with this Subsection. Copies of applicable policies are available upon request or online at <https://humanresources.co.delaware.oh.us/policies/>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.

- 13.10 Drug-Free Workplace: The Consultant agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Consultant shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the Services being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 13.11 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of Services under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the Services to which the Agreement relates.

Consultant further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of Services under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry. Consultant certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code. Consultant certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

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

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

**9
RESOLUTION NO. 24-65**

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE PROSECUTOR’S OFFICE:

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

Supplemental Appropriations:

10012101-5201	General Supplies	\$548.00
10012101-5260	Inventoried Equipment	\$2,205.83

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

**10
RESOLUTION NO. 24-66**

RESOLUTION OF NECESSITY FOR PURCHASE OR LEASE OF MOTOR VEHICLES FOR THE USE OF THE DELAWARE COUNTY DOG WARDEN:

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

WHEREAS, pursuant to section 307.41 of the Revised Code, the Board of Commissioners of Delaware County, Ohio (the “Board”) may find, by resolution of necessity, that it is necessary to expend county monies for the purchase or lease of motor vehicles to be used by the County Commissioners, by any county department, board, commission, office or agency, or by any elected county official or his or her employees; and

WHEREAS, the Board has before it a request from the Director of Facilities to expend county monies for the lease of new motor vehicles; and

WHEREAS, the motor vehicles are available for lease through the Enterprise Government Vehicle Leasing Program, TIPS Contract 190402 (the “Program”);

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

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EXPENDITURES (totals from the Financial Report)

5. Salaries	\$50,762.81
6. Fringe Benefits Paid by DKMM (maximum \$15,000)	\$15,000.00
7. Fringe Benefits Paid by County	
Total of lines 8-14 must be at least \$12,000	
8. Contracts	\$
9. Equipment	\$
10. Supplies	\$ 5,263.82
11. Advertising	\$ 6,514.41
12. Awards	\$
13. Travel	\$ 372.96
14. Other	\$ 345.00
15. Total All Expenditures (add lines 5-14)	\$78,259.00
16. Total DKMM Funds Available (line 4 above)	\$78,259.00
17. Total All Expenditures	\$78,259.00
18. Total of Purchase Orders Carried into next year	\$ <u>0.00</u>
19. * Unencumbered Fund Balance	\$
<i>(Unencumbered fund balance = total funds-expenditures-purchase orders carried over)</i>	
20. Allowable Carryover (10% total contract amount)	\$7,825.90
21. Please list the allowable amount to be carried over (+), or paid back (-)	
22. If County had to contribute to overspent contract, please list amount	

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

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

13

RESOLUTION NO. 24-69

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS, TRANSFERS OF CASH AND RETURNING CASH ADVANCES:

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

WHEREAS, certain cash advances were made to Fund 294 (Motor & Gas Federal Projects) in anticipation of the required local share for federal-aid project grants; and

WHEREAS, the final amounts of the grants and local shares for the following projects have been finalized:

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio hereby approves the following:

Supplemental Appropriations		Amount
10040421-5801	Road & Bridge Projects/Transfers	761,816.00

CASH TRANSFER		
From	To	Amount
10040421-5801 (Road & Bridge Projects)	29440456-4601 (2022 HSIP 36 & Carter's Corner)	425,447.89
10040421-5801 (Road & Bridge Projects)	29440458-4601 (Red Bank Road)	336,367.49

REPAYMENT OF PRIOR YEAR ADVANCE

From	To	Amount
29440455-8501 (2022 HSIP Guardrail)	10040421-8401	200,000.00
29440456-8501 (2022 HSIP 36 & Carters Corner)	10040421-8401	1,139,900.00

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

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14
RESOLUTION NO. 24-70

**IN THE MATTER OF APPROVING A REAL ESTATE AGREEMENT WITH THE OHIO
DEPARTMENT OF TRANSPORTATION FOR THE SUNBURY PARKWAY INTERCHANGE
(DEL-71-8.91 PH A):**

It was moved by Mr. Benton, and seconded by Mr. Merrell to approve, and authorize the County Administrator to execute, the following agreement:

**Real Estate Agreement No. 23-1212
ODOT Lead Acquisition Agency**

January 3, 2024

Tracie Davies
Delaware County Administrator
91 North Sandusky Street
Delaware, OH 43015

CRS: DEL-71-8.91 (Ph A)
FPN: E190125
SJN: 468036
PID No: 106959

Pursuant to both Federal and State law, 49 CFR Part 24 and ORC 163 et.seq., the Ohio Department of Transportation is required to monitor all highway development projects receiving funds from the Federal Highway Administration. The rights of way acquired for the above referenced project will be incorporated into a Federally-assisted project and the following provisions must be set forth and agreed upon between the Delaware County Board of Commissioners and ODOT.

LPA Agreement Number 39887, subsequently accepted and journalized by the Director of Transportation and provides for cooperation with the State on the acquisition of right of way on the above referenced project, which is described as follows:

Construct a new interchange on IR 71 at Sunbury Parkway south of US 36/SR 37 and connect to Sunbury Parkway east of IR 71.

Discussions and understandings between representatives from our organizations in reference to the acquisition of rights of way must now be officially set forth and agreed upon. If you agree to the following facts and stipulations, please sign all copies of this agreement and return them to the ODOT District Office.

The ESTIMATED right of way cost pertinent to this agreement based upon the right of way plans and work plan is \$7,611,000 (Seven Million Six Hundred Eleven Thousand and 00/100 Dollars). This amount is inclusive of the cost of utility relocation. Acquisition is to be performed by ODOT and/or its consultants). The utility relocation coordination will be performed by Delaware County and/or its consultants.

This is composed of the following:

Titles & Title Updates	Acquisition
Appraisals & Appraisal Review	Closings & Recordings
Project Management	Utility Relocation

This project, as programmed, provides for participation in project right of way costs as follows:

State - 100% Connect4Ohio	\$7,611,000
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The Delaware County Board of Commissioners agrees that it is responsible for any and all costs that exceed the estimated \$7,611,000 acquisition costs, unless ODOT approval for additional funding through the Connect4Ohio program is received.

The Delaware County Board of Commissioners agrees that ODOT will acquire the right of way necessary, on its behalf, in accordance with sections 163.51 through 163.62, inclusive of the revised code of Ohio, sections 5501:2-5-01 et. seq. of the Ohio Administrative Code and any future amendments thereto which supplement and support Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended, and

Federal Highway regulations and directives on Relocation Assistance and Real Property Acquisition, as well as full compliance with Title VI of the Civil Rights Act of 1964. ODOT, in accordance with 23 CFR, Part 710, Subpart B., Sec. 710.203, paragraph (c), certifies it is adequately staffed, equipped and organized to manage the Real Estate functions through its own ODOT pre-approved staff and/or pre-approved contractual agents. The Delaware County Board of Commissioners and ODOT will comply with the Ohio Department of Transportation

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Real Estate Administration's Policies and Procedures Manual and all applicable State and Federal laws, rules and regulations.

The Delaware County Board of Commissioners and ODOT shall maintain all files, accounting records, and other evidence pertaining to costs incurred and agrees to make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract for inspection by the Ohio Department of Transportation, Federal Highway Administration or their authorized representatives and copies thereof shall be furnished if requested. The Delaware County Board of Commissioners acknowledges that the ODOT District 6 Real Estate Staff will perform a compliance review of all acquisition and relocation files after the right of way has been certified and will make all files available for the review.

ODOT will identify the prequalified individuals for the following items pertaining to specific real estate functions, along with a Fee Schedule and must comply with ODOT policies and procedures and are incorporated herewith:

Title

ODOT will arrange to provide for a search of title for each property required for the project's right of way.

Appraisal

ODOT will be responsible for the appraisals and will execute any necessary contracts with private fee appraisers in accordance with ODOT's approved list of appraisers.

Appraisal Review

ODOT will be responsible for contracting with a review appraiser in accordance with ODOT's approved list of review appraisers who will be responsible for approving and/or disapproving the appraisals submitted by the fee appraiser. This contract must be held by ODOT and cannot be a part of ODOT's Prime Acquisition Consultant contract if they are responsible for the appraisals.

Negotiations

In compliance with State policies and procedures, negotiations shall not commence until ODOT is in possession of an approved Fair Market Value Estimate. Negotiations and the settlement shall be governed by said approved fair market value. ODOT or its consultants shall negotiate with the owners for the purchase of real property and the conveyance of fee simple title by warranty deed or whatever lesser interest is required for the needs of the project. Such title will be taken in the name of the Delaware County Board of Commissioners or ODOT, as applicable and as outlined in the project right of way plan. ODOT shall utilize negotiators in accordance with ODOT's approved list of negotiators.

It is understood that the county wishes to proceed with the acquisition phase prior to the environmental clearance and is responsible for the expense of any tasks (i.e. appraisal, appraisal review) that need to be repeated due to plan changes as a result of the environmental document.

All acquisition parcels with the "V" designation are to be acquired in the name of The Board of Commissioners of Delaware County, Ohio.

Warrants for payment of all expenditures incurred in the acquisition of right of way will be issued by ODOT. ODOT will issue invoices to the Delaware County Board of Commissioners for their local share.

Administrative and/or Case Settlement Review:

ODOT shall have the sole authority to approve all administrative reviews and case settlement reviews over the original offer. The appropriate county representatives will be copied as a courtesy. All requests for administrative reviews and case settlement reviews must be in writing from the consultant and contain all of the appropriate documentation to support the request as indicated by the ODOT District 6 REA.

Appropriations

ODOT will appropriate properties that it is unable to negotiate for the project in accordance with Chapter 163 of the Revised Code of Ohio.

Relocation

ODOT will administer the Relocation Assistance Program (RAP), as applicable, using ODOT pre-approved relocation agents, if displacement is caused by the project.

Relocation Review

ODOT will be responsible for all Relocation Reviews, as applicable. Relocation reviews will consist of approving and/or disapproving all relocation determinations before offers are made to the displacee. Reviews will also consist of approving and/or disapproving all relocation claims and supporting documentation prior to presenting the claim(s) to the displacee. ODOT shall utilize Relocation Reviewers in accordance with ODOT's approved list of Relocation Reviewers. This contract must be held by ODOT and cannot be a part of ODOT's Prime Acquisition Consultant contract, if they are responsible for the relocations.

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Utility Relocation

The Delaware County Board of Commissioners will be responsible for the relocation and accommodation of all affected utilities, if necessary. The State can provide limited guidance in this matter. A draft utility note will be provided by the Delaware County Board of Commissioners no less than 45 days prior to the ODOT RW Certification Date.

Right of Way Certification

Upon completion of the acquisition process, ODOT will certify that the right of way has been fully acquired to the Federal Highway Administration. The Delaware County Board of Commissioners will coordinate this certification with the District Real Estate Office by providing an acceptable utility note to be included in the certification letter no less than 21 days prior to the ODOT RW Certification Date. This certification will include the utilities, encroachment removals and all applicable notes and exhibits. The right of way certification date (per Ellis as of 11/06/23) is currently scheduled for 9/20/2024.

ODOT or its consultants will provide the PROPERTY MANAGEMENT, BUILDING DISPOSITION and ASBESTOS TESTING & ABATEMENT functions, if necessary.

Disadvantaged Business Enterprise (DBE) Obligation: The Delaware County Board of Commissioners, ODOT or its contractor agrees to ensure that disadvantaged business enterprises, as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this agreement. The Delaware County Board of Commissioners, ODOT and its contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for, receive and perform such contracts/subcontracts. The Delaware County Board of Commissioners, ODOT and its contractors shall not discriminate on the basis of race, color, national origin, age or sex in the award and performance of USDOT-assisted contracts.

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

15

RESOLUTION NO. 24-71

IN THE MATTER OF AWARDING A BID AND APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND BRENNSTUHL CONSTRUCTION INC. FOR THE MILLER-WILLIAMS HOLMES #2 DRAINAGE IMPROVEMENT PROJECT:

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

Miller-Williams Holmes #2 Drainage Improvement Project Bid Opening of December 19, 2023

WHEREAS, as the result of the above referenced bid opening, the County Engineer recommends that a bid award be made to Brennstuhl Construction Inc., the low bidder for the project; and

WHEREAS, the County Engineer recommends approval of the contract between the Delaware County Commissioners and Brennstuhl Construction Inc., for the project;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners awards the bid to and approves the following contract with Brennstuhl Construction Inc., for the Miller-Williams Holmes #2 Drainage Improvement Project:

CONTRACT

THIS AGREEMENT is made this 29th day of January 2024, by and between Brennstuhl Construction Inc. 500 South Main Street Bellville Ohio 44818, hereinafter called the "Contractor," and the Delaware County Board of Commissioners, hereinafter called the "Owner."

The Contractor and the Owner, for the consideration stated herein, mutually agree as follows:

ARTICLE I. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project named "Miller-Williams Holmes #2 Drainage Improvement Project" and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

The Owner will pay the Contractor for the total quantities or work performed at the unit prices stipulated in the Bid for the respective items or work completed for the sum not to exceed THIRTY-NINE THOUSAND

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NINE HUNDRED THIRTY DOLLARS AND NINETY-FIVE CENTS (\$39,930.95), subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation to Bid
- d. Instructions to Bidders
- e. Signed copy of bid
- f. Work Specifications (including all plans, drawings, etc.)
- g. Specifications - General Provisions
- h. Federal and State Requirements

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in three original copies on the day and year first above written.

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

16

RESOLUTION NO. 24-72

IN THE MATTER OF AUTHORIZING THE SUBMITTING OF AN APPLICATION FOR THE H2OHIO RIVERS INITIATIVE CHLORIDE REDUCTION GRANT THROUGH THE OHIO ENVIRONMENTAL PROTECTION AGENCY:

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

WHEREAS, the County Engineer requests authorization to submit an application for the following grant to be used to purchase equipment that will facilitate reducing the amount of salt applied to county roadways during snow/ice storm events to reduce salt pollution in Ohio’s waterways:

Grant:	H2Ohio Rivers Initiative Chloride Reduction Grant
Source:	Ohio Environmental Protection Agency
Grant Period:	Application due January 31, 2024
Local Match:	Not Required

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

Section 1. The Board hereby authorizes the submitting of an application for the H2Ohio Rivers Initiative Chloride Reduction Grant.

Section 2. The Board hereby designates the County Administrator as the authorized representative for the Grant with full authority to cause submission of the application, to take all other necessary actions, including approval and execution of the subrecipient agreement, to secure award of the Grant, and to accept the Grant on behalf of the Board. The County Engineer shall be the grant contact for purposes of the Grant.

Section 3. When agreements, reports, or other documents require execution by the authorized representative, a copy thereof shall be provided to the Clerk of the Board, along with a copy of this Resolution.

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

17

RESOLUTION NO. 24-73

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

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

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

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NOW, THEREFORE, BE IT RESOLVED that the following permits are hereby approved by the Board of Delaware County Commissioners:

PERMIT #	APPLICANT	LOCATION	TYPE OF WORK
UT2024-0012	AEP	AFRICA RD	ROAD BORE
UT2024-0013	ABD COMPANIES	GREEN MEADOWS DR	ROAD BORE
UT2024-0014	COLUMBIA GAS	CLARK-SHAW RD	ROAD BORE
UT2024-0015	COLUMBIA GAS	RUTHERFORD RD	INSTALL GAS LINE
UT2024-0016	FRONTIER	HOME RD	FIBER OPTICS

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

**18
RESOLUTION NO. 24-74**

IN THE MATTER OF CERTIFICATION OF DELINQUENT ACCOUNTS TO THE COUNTY AUDITOR FOR ACCOUNTS TO BE ASSESSED TO PAYABLE YEAR 2025 TAXES:

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

WHEREAS, the Delaware County Board of Commissioners (the "Board") owns and operates a Sewer District as authorized by Chapter 6117 of the Revised Code; and

WHEREAS, section 6117.02 of the Revised Code authorizes the Board to set rates and charges for the sanitary services provided by the Sewer District; and

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

WHEREAS, pursuant to Resolution No. 16-720, the Board has established that delinquent accounts will be certified after they are more than ninety days past due and the amount exceeds \$25.00; and

WHEREAS, staff has determined that there are delinquent accounts that meet this criteria; and

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

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners certifies the delinquent accounts in the amount of \$201,828.79 to the County Auditor for the 2025 real property tax list and duplicate. (Itemized listing of delinquent accounts available for review at the Commissioners' Office until no longer of administrative value).

**2025 Sewer Tax Assessments
To be certified by the Board of Commissioners on 1/29/2024**

Breakdown of Assessments by Treatment Plant:

66211900-4108-11903 – OECC	\$71,671.46
66211900-4108-11904 – Alum Creek	\$107,918.34
66211900-4108-11905 – Lower Scioto	\$6,156.72
66211900-4108-11912 - Package Plants	\$16,082.27
Total Assessments	\$201,828.79

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

**19
ERIK MCPEEK
DEPUTY DIRECTOR OF ENVIRONMENTAL SERVICES AND REGIONAL SEWER DISTRICT
MONTHLY SANITARY APPROVAL UPDATE TO BOARD OF COMMISSIONERS**

RESOLUTION NO. 24-75

IN THE MATTER OF APPROVING A RESUSCITATION QUALITY IMPROVEMENT PROGRAM

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MASTER SERVICES AGREEMENT BY AND BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, DELAWARE COUNTY EMERGENCY MEDICAL SERVICES, AND RQI Partners, LLC:

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

WHEREAS, the Delaware County Director of Emergency Medical Services and staff recommend approval of a Resuscitation Quality Improvement Program master services agreement by and between the Delaware County Board of Commissioners, Delaware County Emergency Medical Services, and RQI Partners, LLC;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Resuscitation Quality Improvement Program master services agreement by and between the Delaware County Board of Commissioners, Delaware County Emergency Medical Services, and RQI Partners, LLC:

**RESUSCITATION QUALITY IMPROVEMENT PROGRAM
MASTER SERVICES AGREEMENT**

This Resuscitation Quality Improvement (“RQI”) Master Services Agreement (“Agreement”) is entered into and effective as of the date this Agreement is fully executed below (“Effective Date”) by and between RQI Partners, LLC (“RQIP”), a Delaware Limited Liability Company with its principal place of business at 7272 Greenville Ave., Suite P2020, Dallas, Texas, 75231 and the Delaware County Board of Commissioners, having its principal place of business at 91 North Sandusky Street, Delaware, Ohio 43015 (“Customer”). *RQIP is a partnership between the American Heart Association (AHA) and Laerdal Medical Corporation*, specifically established to sell, service and support their Resuscitation Quality Improvement Program for customers on their behalf.

1. Definitions.

“RQI” means the Program portfolio as described in Section 2 and the subject of this Agreement.

“HeartCode” means the branded program, or its successors, which forms a part of the RQI Portfolio and delivers a program eLearning activity to enable learners to achieve a traditional AHA course completion ecard.

“System Activation” or “Activation” means the satisfactory installation of any equipment to be provided as a part of the Service, configuration of the learning platform, and proof that the system is operational evidenced by activation of systems for ten users.

“Order Form” means the ordering document representing purchase of any Services agreed to between the parties signed under this Agreement. The term “Order Form” also includes any subsequent document intended by the Parties to effect a change to the Service, such as a Change Order Form or Order Modification Form or Quotation.

“Service” means all services ordered by the Customer to be included in RQI Order Forms that are subject of this Agreement.

“Users” means Customer’s employees, consultants, contractors, clients or agents who are authorized to use the Service and have been supplied user identifications and passwords by Customer, or by RQIP at Customer’s request.

“AAP” means the American Academy of Pediatrics.

“NRP” means the Neonatal Resuscitation Program of the American Academy of Pediatrics.

“NRP ILT Licenses” means licenses for the instructor led training program of the American Academy of Pediatrics NRP Program.

“Subscription” means the unit of purchase for the Resuscitation Quality Improvement portion of the Program and involves a recurring program of activity over the defined period of the Agreement.

“License” means the unit of purchase for HeartCode and NRP ILT portion of the Program and involves the participation in learning activities as a one time or single activity.

2. Program Description – Resuscitation Quality Improvement (RQI).

The RQI portfolio of programs is a system developed jointly by the American Heart Association and Laerdal Medical AS to assist in the continuous improvement of resuscitation skills provided by healthcare workers. RQI Partners, LLC, is a partnership of the American Heart Association and Laerdal Medical Corporation established to sell, service and support the RQI Program. The RQI portfolio of Programs also includes programs for the Neonatal Resuscitation Program (NRP) of the AAP, for which RQIP is the authorized licensee.

The program of services under this Agreement may utilize a variety of learning tools to assist in competence development through frequent, small quantities of learning activities, including performance feedback and measurement. The program of services implemented at Customer site includes some or all the following as specified in an Order Form:

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- *Skills learning activities* for the practice of resuscitation skills using special simulation learning stations deployed at all locations;
- *Simulation Stations* that include all necessary equipment to ensure completion of skills learning activities;
- *Simulations & Feedback By Telephone* to allow emergency call takers to improve competence in guiding bystanders through critical resuscitation skills;
- *Knowledge and decision-making e-learning activities* and may include interactive web-based and video content;
- *HeartCode Program* an e-learning system which provides an alternative method of delivery of traditional AHA healthcare provider and course completion ecard;
- *NRP ILT Licenses* which provide eLearning and course completion materials developed by the AAP for the teaching of neonatal resuscitation skills and knowledge on instructor led programs.
- *Learning management system* to ensure the suitable management of learning activities within, reporting and administration of the program of services delivered to the customer;
- *Debriefing of Case Performance* to provide guidance on system improvement;
- *Rolling electronic eCredential maintenance* system that maintains the electronic credential for Verified Competence, compliance documents for the Customer, and the validity periods;
- *Get With The Guidelines -Resuscitation* system for collection of data and measurement of system improvement. Customers electing to engage in the Get With The Guidelines Resuscitation (GWTGR) system on an Order Form under this Agreement, must also have completed an American Heart Association Get With The Guidelines Unified Participation Agreement to be eligible in that activity.
- *Team Practice Activities* that provide the opportunity for participants to engage with teams in the practice of resuscitation events. If Team Practice Activities are to be added to the service, additional terms and conditions of delivery of the service will be provided with the Order Form.

3. Service.

- 3.1. Provision of Service.** Customer agrees that the purchase of User Subscriptions or Licenses for Service is not contingent upon the delivery of any future functionality or features, nor is it dependent upon any oral or written public comments made by RQIP with respect to future functionality or features.
- 3.2. Additional Users.** User Subscriptions for the Service are for named Users and cannot be shared or used by more than one User but may be reassigned by Customer to new Users replacing former Users who have separated from employment, changed job status or function, or otherwise no longer require ongoing use of the Service. Licenses for HeartCode and NRP ILT cannot be shared, used by more than one User or re-assigned. Licenses are considered consumed at User commencement in the program. Customer acknowledges that RQIP may conduct consumption audits and invoice Customer, and Customer agrees to pay, for any consumption above the number of Subscriptions and/or Licenses specified in Customer's Order Forms, and also adjust future billing rates to the new Subscription and/or Licenses levels indicated by Customer's actual consumption. Unless otherwise specified in the relevant Order Form:
- (a) the term of the additional User Subscriptions and/or Licenses shall be coterminous with the expiration of the then current Subscription term; and
 - (b) pricing for the additional User Subscriptions and/or Licenses shall be the same as that for the pre-existing Subscriptions or Licenses, prorated for the remainder of the then current term.
- 3.3. Administrative Users.** Each Subscription will include a number of User accounts that include limited system administration features, the number of which shall be agreed from time to time between the parties.
- 3.4. Authorized Support Contacts.** Customer will designate one or more Administrative Users who are authorized to invoke technical support and permit technical support technicians to access and make changes to Customer's Services.

4. Use of the Service.

The Service included in the Fees stated on the Order Form may include:

- 4.1. Simulation Learning Stations-** all equipment for skills simulation activities as provided on the Order Form (not including the use of any consumables required to operate the equipment). Except in the case of an out of box failure or product defect, Customer is responsible for replacing, where applicable, manikin faces and lungs, wipes, adult and infant bag, adult and

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infant clothing. Customer acknowledges that in receiving the Service it does not take title or ownership to any of the equipment provided for the Services under this Agreement.

- 4.2. *System Activation* – services to ensure that equipment installed at the Customer’s site is operational and that site administrators have been orientated to enable them to manage and operate the provided systems. An Activation Fee shall be included on the Order Form to cover such establishment charges.
- 4.3. *Equipment Support* – services to ensure that the provided equipment for the Service remains operational and functional. In the case of failure of equipment RQIP will, as far as commercially reasonable, undertake to repair or replace at its own discretion and expense within five working days of the reported failure.
- 4.4. *Customer Support* - standard telephone and online support to Customer’s Authorized Support Contacts during normal RQIP Support Hours (generally Monday-Friday, 8 a.m. to 8 p.m. and Saturday 10 a.m. to 6 p.m. Eastern time, except holidays), which are subject to change.
- 4.5. *Software and Data Handling* - use of commercially reasonable efforts to make the Service available 24 hours a day, 7 days a week, except for: (i) planned downtime; or (ii) any unavailability caused by circumstances beyond RQIP’s reasonable control, including acts of God, acts of government, flood, fire, earthquakes, acts of terror, strikes or other labor problems (other than those involving RQIP employees), computer, telecommunications, internet service provider or hosting facility failures or delays involving hardware, software or power systems not within RQIP possession or reasonable control, and network intrusions or denial of service attacks.

5. **Customer Responsibilities.** Customer is responsible for all activities that occur under Customer’s User accounts. Customer shall: (a) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (b) use commercially reasonable efforts to preserve and care for the Simulation Learning Stations and prevent unauthorized access to, or use of, the Service, and notify RQIP promptly of any unauthorized use; (c) comply with all applicable local, state, federal, and foreign laws in using the Service and not use the Service in a manner that would violate any federal or state laws of the United States; and (d) not move any RQIP equipment beyond the designated facility where it was installed, modify, dispose of, transfer or otherwise devalue the Simulation Learning Stations without prior written approval by RQIP.

6. **Fees & Payment.**

- 6.1. *Fees.* Customer shall pay all fees specified in all executed Order Forms. Except as otherwise stated on an Order Form, all fees are quoted and paid in United States dollars. In the case of the Service, and except for Activation Fees and other services as stated on an Order Form:
 - (a) fees are based on the number of User Subscriptions and/or Licenses purchased on the relevant Order Form, not the extent of actual consumption;
 - (b) fees are non-refundable; and
 - (c) the number of User Subscriptions and/or Licenses purchased cannot be decreased during the relevant term stated on the Order Form.
- 6.2. *Customer Invoicing & Payment.* Customer shall provide complete and accurate billing and contact information to RQIP and notify RQIP of any change to such information. Fees for the Service will be invoiced in advance in accordance with the terms set forth in the relevant Order Form. Unless otherwise stated in the Order Form, charges are due net thirty (30) days from the invoice date. Any payment not received from Customer by the due date may accrue (except with respect to charges then under reasonable and good faith dispute), at RQIP’s discretion, late charges at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date the payment was due until the date paid.
- 6.3. *System Activation, Subscription, and License Fees.* Upon completion of equipment delivery and System Activation as defined in Section 1 of this Agreement RQIP will initiate immediate billing for the Activation Fees. Unless otherwise provided on the Order Form, the fees for Subscriptions, and associated billing, on the Service shall commence on System Activation, provided, however, if the System Activation occurs on or before the 15th day of the month, then invoicing for Subscriptions shall commence as the 1st day of the same month. If the System Activation occurs on or after the 16th day of the month, then invoicing for Subscriptions shall commence as of the 1st day of the following month. In the case of Licenses, the Order Form shall state whether the fees for Licenses and associated billing, on the Service shall be upfront in the month of Activation or by periodic payment over the term

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of the contract.

- 6.4. Taxes.** Unless otherwise stated, RQIP's fees do not include any local, state, federal or foreign taxes, levies or duties of any nature ("Taxes"). Customer is responsible for paying all Taxes, excluding only taxes based on RQIP's income. If RQIP has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount shall be invoiced to and paid by Customer unless the Customer qualifies for exemption of some or all of the Taxes and Customer provides RQIP with a valid tax exemption certificate authorized by each appropriate taxing authority.
- 6.5. Suspension of Service.** If Customer's account is thirty (30) days or more overdue (except with respect to charges then under reasonable and good faith dispute), in addition to any of its other rights or remedies, RQIP reserves the right to suspend the Service provided to Customer, without liability to Customer, until the overdue amounts are paid in full.

7. Proprietary Rights.

- 7.1. Reservation of Rights.** Customer acknowledges that in providing the Service, RQIP utilizes (a) trademarks and service marks; (b) certain audio and visual information, documents, software and other works of authorship; and (c) other technology, software, hardware, products, know-how and other trade secrets, designs, inventions and other tangible or intangible technical material and other intellectual property licensed to RQIP (collectively, "RQIP Licensed IP") and that the RQIP Licensed IP is covered by intellectual property rights licensed to Customer under this Agreement (collectively, "RQIP IP Rights"). Other than as expressly stated in this Agreement, no license or other rights in or to the RQIP Licensed IP or RQIP IP Rights are granted to Customer, and all licenses and rights are expressly reserved.
- 7.2. License Grant.** To the extent Customer orders Services under this Agreement, RQIP grants Customer and its Users a worldwide, non-exclusive, non-transferable, non-sublicensable right to access and use the Service in accordance with the terms of this Agreement.
- 7.3. Restrictions.** Customer shall not (a) modify, copy or create derivative works based on the Service or RQIP Licensed IP; (b) create Internet "links" to or from the Service, or "frame" or "mirror" any content forming part of the Service, other than on Customer's own intranets; (c) disassemble, reverse engineer, or decompile the Service or RQIP Licensed IP, or access it in order to (i) build a competitive product or service; (ii) build a product or service using similar ideas, features, functions or graphics of the Service; or (iii) copy any ideas, features, functions or graphics of the Service; or (d) permit any use, removal or changes to any branding marks or logos on any components of the Service.

8. Customer Data.

- 8.1. General.** As between RQIP and Customer, all data obtained by RQIP from Customer through the provision of the Service, including all data results compiled by RQIP in providing the Service ("Customer Data") is owned exclusively by Customer. Customer Data shall be considered Confidential Information subject to the terms of this Agreement. Customer grants RQIP, the American Heart Association and Laerdal Medical, an unrestricted, royalty-free, irrevocable license to maintain and distribute aggregated compilations of Customer Data ("Aggregated Data") and to use such Aggregated Data for future studies and reports; provided, that the Aggregated Data will not reveal any personal information or the identity of Customer or any information in violation of FERPA (as defined below).
- 8.2. Learning Service Data.** RQIP may access Customer's User accounts, including Customer Data, solely to respond to service or technical problems or at Customer's request. Customer agrees that RQIP may distribute certain Customer Data to support service, licensing and accreditation organizations for the benefit of Users. RQIP will release the minimum data required to adequately credit Users for educational activities completed.

9. Confidentiality.

- 9.1. Definition of Confidential Information.** As used in this Agreement, "Confidential Information" means all confidential and proprietary information of a party ("Disclosing Party") disclosed to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential at the time of disclosure or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information expressly includes all proprietary information and details that are generally considered "trade secrets" in the medical education and quality improvement services, medical and health-related technology and resuscitation technology industries. Confidential Information (except for Customer Data) shall not include any information that: (a) is or becomes generally known to the public without breach of any

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obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (d) is received from a third party without breach of any obligation owed to the Disclosing Party.

- 9.2. Confidentiality.** The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.
- 9.3. Remedies.** If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 9, the Disclosing Party shall have the right, in addition to any other remedies, to seek injunctive relief, restraining order or other equitable relief to prevent breaches of this Section 9, it being specifically acknowledged by the parties that a violation of any of the terms of this Section 9 will cause the Disclosing Party irreparable injury for which adequate remedy at law is not available.

10. Warranties.

- 10.1. General.** Each party represents and warrants that it has the legal power to enter into this Agreement. RQIP represents and warrants that (i) it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision of the Service; (ii) it owns or otherwise has sufficient rights to the Service and the RQIP Licensed IP to grant the rights and licenses granted in this Agreement; and (iii) the Service, RQIP Licensed IP and RQIP Licensed Rights do not infringe any intellectual property rights of any third party.
- 10.2. Non-Exclusion.** RQIP represents and warrants that RQIP, its officers, directors, and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal healthcare programs as defined in 42 U.S.C. §1320a-7b(f) (the "federal healthcare programs"), (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services and have not been excluded, debarred, or otherwise declared ineligible to participate in the federal healthcare programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in RQIP being excluded from participation in the federal healthcare programs. This shall be an ongoing representation and warranty and RQIP shall immediately notify Customer of any change in the status of the representations and warranty set forth in this section. Any breach of this section shall give Customer the right to terminate this Agreement immediately for cause.
- 10.3. FERPA.** RQIP represents and warrants that it will not disclose any information in violation of the Family Educational Rights and Privacy Act (20 U.S.C. 1232g) and the Family Educational Rights and Privacy Act Regulations (34 CFR Part 99), as amended or otherwise modified from time to time, and that Education Records, as defined by FERPA, shall remain in the ownership of Customer.
- 10.4. Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, RQIP MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. RQIP SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

11. Limitation of Liability.

- 11.1. Limitation of Liability.** EXCEPT FOR LIABILITY ARISING UNDER SECTIONS 6 (PAYMENT OF FEES), 7.3 (RESTRICTIONS), 9 (CONFIDENTIALITY), and 11 (INDEMNIFICATION), IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE LESSER OF \$50,000 OR THE AMOUNTS ACTUALLY PAID BY AND DUE FROM CUSTOMER UNDER THIS AGREEMENT FOR THE SERVICE.

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- 11.2. Exclusion of Consequential and Related Damages.** EXCEPT FOR LIABILITY ARISING UNDER SECTIONS 9 (CONFIDENTIALITY) and 11 (INDEMNIFICATION), IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGE.
- 11.3. Limitation of Action.** Except for actions for non-payment or breach of either party's intellectual property rights, no action (regardless of form) arising out of this Agreement may be commenced by either party more than two(2) years after the cause of action has accrued.

12. Term & Termination.

- 12.1. Term of Agreement.** The Initial Term of this Agreement begins on the Effective Date and continues for twenty- four (24) months from the date of System Activation. The parties may agree to extend or renew the Term of this Agreement, providing that the extension or renewal is approved in writing by both parties on an Order Form and states the conclusion date of the extended term, the price for the respective Subscriptions, Licenses, services and any changes to the terms of services.
- 12.2. Term of User Subscriptions and Licenses.** The actual start date of terms for Licenses and Subscriptions are not determinable at the time of purchase. Upon System Activation, the commencement date of Licenses and Subscriptions purchased hereunder will be determined pursuant to 6.3 based on the *date from which* the Customer is to be invoiced for the first time under this Agreement and shall continue for the respective term specified on the Order Form.
- 12.3. Termination.** A party may terminate this Agreement for cause: (a) upon thirty (30) days written notice of a material breach to the other party if the breach remains uncured at the expiration of the cure period; or (b) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Upon any termination for cause by Customer, RQIP shall refund Customer any prepaid fees for the Service for the remainder of the User subscription term after the date of termination. Termination shall not relieve Customer of the obligation to pay any fees accrued or payable to RQIP prior to the effective date of termination. Both parties reserve the right to terminate this Agreement on the first anniversary of the commencement of the first subscription, providing that 90 days' notice is given in advance of that date. Thereafter, the Agreement may be terminated without cause with 180 days' advance notice in writing.

12.4. Effect of Termination.

- (a) **No Release.** The expiration or termination of this Agreement, for any reason, shall not release either Party from any obligation or liability to the other party under this Agreement that has already accrued, including any payment obligation, or that accrues between notice of termination and the effective date of termination. Following the termination of this Agreement, RQIP will invoice the Customer for any outstanding fees and expenses due and owing under this Agreement, and the Customer shall pay all such amounts to RQIP in accordance with the payment terms set forth in Section 6.
- (b) **Return of Materials.** Upon termination of this Agreement, Customer shall:
- (i) in accordance with instructions given by either RQIP or its Service Provider, use reasonable care to remove any RQIP Equipment located at the Customer's premises, package all items, and insure and safely return such equipment to the address specified at the expense of the customer;
 - (ii) provide reasonable cooperation and assistance to and appropriate access by RQIP or its Service Provider for deactivating the Services; and, if applicable, removing equipment; and
 - (iii) if termination was by RQIP for cause or for convenience by Customer, pay all reasonable fees and expenses related to the deactivation, removal, packaging, shipping and delivery of, and any tangible items related to, the Services, including travel costs if work at Customer's location(s) is required.
- 12.5. Surviving Provisions.** The following provisions shall survive any termination or expiration of this Agreement: Sections 5 through 9, 11, 12, and 16 and paragraph 13.4.

- 13. General Terms for Order Form -** An Order Form and the use of the Service(s) ordered shall be governed in all cases by this Master Services Agreement between RQIP and Customer. An Order

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Form shall state any services or changes to be covered by the Order Form, pricing for any services to be provided under the Order Form, and any special conditions. Any additional terms and conditions specific to the Service(s) shall not be effective until the Order Form is signed by Customer's authorized representatives. If an Order Form is to be agreed between the parties at the time of signing this Agreement, it shall be included as Exhibit A and shall be considered authorized by the signing of this Agreement. The Order is intended by both parties to run for the full term for each Service in the Order Details, and Customer acknowledges by signing the Order Form that Customer is aware of the current expiration date of the Agreement and the provisions for renewal and termination.

14. General Provisions.

14.1. *Relationship of the Parties.* This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties, and the parties acknowledge and agree that they are acting as independent contractors. RQIP also agrees that, as an independent contractor, it assumes all responsibility for any federal, state, municipal, or other tax liabilities, along with workers compensation, unemployment compensation, and insurance premiums, that may accrue as a result of compensation received for services or deliverables rendered hereunder. RQIP hereby certifies that it has five or more employees and to the best of its knowledge that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.

14.2. *Notices.* All required notices under this Agreement shall be given to the party's address first written above, in writing by (i) personal delivery, (ii) a nationally recognized, next-day courier services, (iii) first class registered or certified mail, postage prepaid. A notice given under this Agreement will be effective on the other party's receipt of the notice; or if mailed, the earlier of the other party's receipt of it or the fifth business day after mailing.

14.3. *Publicity.* Neither party may issue press releases relating to this Agreement without the other party's prior written consent. Either party may include the name and logo of the other party in lists of customers or vendors in accordance with the other party's standard guidelines.

14.4. *Waiver and Cumulative Remedies.* No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated in this Agreement, the remedies provided in the Agreement are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

14.5. *Severability.* If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

14.6. *Findings for Recovery.* RQIP certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.

14.7. *Customer Policies.* RQIP shall comply with the following Customer policies while performing services under this Agreement: Discrimination Policy, Ethics Policy, and Contractor Safety Policy. Copies of policies are available upon request or online at <https://humanresources.co.delaware.oh.us/policies/>. The Customer reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.

14.8. *14.8. Drug-Free Workplace.* Each party agrees to comply with all applicable state and federal laws regarding a drug-free workplace and to make a good faith effort to maintain a drug-free workplace. Each party shall make a good faith effort to ensure that its officers, employees, members, agents, subcontractors, and other persons for whom the party is responsible shall not purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.

15. *Assignment.* Neither party may assign any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior express written consent of the other party. Notwithstanding the foregoing, either party may assign this Agreement together with all rights and obligations under this Agreement, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

16. *Governing Law and Venue.* This Agreement shall be governed exclusively by the internal laws of the State of Ohio, without regard to its conflicts of laws rules. The state courts located in the County of Delaware, Ohio shall have exclusive jurisdiction to adjudicate any dispute arising out of

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or relating to this Agreement. Each party consents to the exclusive jurisdiction of these courts. Each party also waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

17. Entire Agreement. This Agreement, including all exhibits and addenda and all Order Forms signed under this Agreement, constitutes the entire agreement between the parties, and supersedes all prior agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the parties. In the event of any conflict between the provisions in this Agreement and any exhibit or addendum, or Order Form, the terms of the exhibit, addendum or Order Form shall prevail to the extent of any inconsistency. Notwithstanding any language to the contrary within it, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

18. Counterparts. This Agreement may be executed in counterparts, either in physical or digital form, which, taken together, shall form one legal instrument.



RQI Program Master Services Agreement – Rev 10/1/2022

Exhibit A

Quote good through: February 1, 2024

Quotation



RQI Partners LLC
7272 Greenville Avenue
Dallas,
Texas 75231
USA

Quote#: Q-27262
Date: January 24, 2024
Expires On: February 1, 2024

CUSTOMER:

Delaware County Board of
Commissioners
91 North Sandusky Street,
Delaware
Ohio
United States
43015

ACCOUNT MANAGER:

Elizabeth Travis
elizabeth.travis@rqipartners.com

PRODUCTS FAMILY: RQI						
PRODUCT	QUANTITY	CONTRACTED TERM	LIST PRICE	PRICE PER UNIT	TOTAL PRICE	
RQI Healthcare Provider RQI Self-Directed Basic Life Support (2020)	422	24	\$86.00	\$75.68	\$63,873.92	
RQI Healthcare Provider ALS RQI Self-Directed Advanced Life Support (2020)	335	24	\$94.00	\$75.20	\$50,384.00	
RQI Healthcare Provider PALS RQI Self-Directed Pediatric Advanced Life Support (2020)	335	24	\$94.00	\$75.20	\$50,384.00	

PRODUCTS FAMILY: EQUIPMENT						
PRODUCT	QUANTITY	CONTRACTED TERM	LIST PRICE	PRICE PER UNIT	TOTAL PRICE	
Additional per Station Fee Fee for additional station	10	24	\$2,500.00	\$2,500.00	\$50,000.00	
RQI-P GO Simulation Station RQI-P GO Simulation Station	11	24	\$0.00	\$0.00	\$0.00	

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PRODUCTS FAMILY: SERVICES						
PRODUCT	QUANTITY	CONTRACTED TERM	LIST PRICE	PRICE PER UNIT	TOTAL PRICE	
Activation Fees Standard per Subscriber activation fee (2020)	422	24	\$14.00	\$14.00	\$5,908.00	
Basic Subscription Fee Fee required to meet minimum annual subscription amount	1	24	\$15,000.00	\$0.00	\$0.00	
QUOTE TOTALS				Quote Total:	\$220,549.92	

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

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

10:00A.M.- PUBLIC HEARING FOR CONSIDERATION OF THE MOORE NO. 1 #361 WATERSHED DRAINAGE IMPROVEMENT PETITION FILED BY JOSE RANERO, ANESA STEVENOR-RANERO AND OTHERS:

The Board of Commissioners opened the hearing at 10:07 A.M.

The Board of Commissioners closed the hearing at 10:25 A.M.

RESOLUTION NO. 24-76

IN THE MATTER OF PROCEEDING WITH THE PROJECT SURVEY AND DESIGN FOR THE MOORE NO. 1 #361 WATERSHED DRAINAGE IMPROVEMENT, PETITIONED BY JOSE RANERO, ANESA STEVENOR-RANERO AND OTHERS:

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

WHEREAS, on July 24, 2023, a petition for the Moore No. 1 #361 Watershed Drainage Improvement was filed with the Board of Commissioners of Delaware County (the "Board"); and

WHEREAS, on **Monday November 13, 2023 at 2:00 P.M.**, the Board conducted a view of the proposed improvement; and

WHEREAS, on **Monday January 29, 2024**, the Board held the first hearing on the petition; and

WHEREAS, after hearing the preliminary report of the Delaware County Engineer and any evidence offered by any owner for or against the granting of the proposed improvement or for or against the granting of any laterals, branches, spurs, or change of route, course, termini, or manner of construction described in the petition, the Board is prepared to vote to determine whether to proceed with the project survey and design or to dismiss the petition, taking into consideration the petition, the preliminary report, and comments on the proposed improvement;

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

Section 1. The Board hereby finds that the proposed improvement is necessary, that it will be conducive to the public welfare, and that it is reasonably certain that the benefits of the proposed improvement will outweigh its costs. Accordingly, the Board hereby decides to proceed with the project survey and design.

Section 2. The Board hereby determines that the route and termini of the proposed improvement, and the manner of construction thereof, shall be as set forth in the Delaware County Engineer's preliminary report.

Section 3. The Board hereby orders the Delaware County Engineer to prepare reports, plans, and schedules for the proposed MOORE NO. 1 #361 Watershed Drainage Improvement. The Board hereby sets *June 26, 2026*, as the date by which the Delaware County Engineer shall file the reports, plans, and schedules, whereupon a public hearing date will be set and proper notification given to property owners in the affected watershed.

Section 4. THE BOARD HEREBY APPROVES ESTABLISHING A NEW ORGANIZATION KEY FOR THE MOORE NO. 1 #361 WATERSHED DRAINAGE IMPROVEMENT PROJECT 40311499.

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Section 5. This Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were conducted in compliance with the laws of the State of Ohio.

Section 6. This Resolution shall be effective immediately upon adoption.

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

ADMINISTRATOR REPORTS

CA Davies – Attended a 208 meeting with the Regional Sewer staff

Attorney Hochstettler – No comments

COMMISSIONERS’ COMMITTEES REPORTS

Mr. Benton – Will be attending a Land Bank Meeting today. He also ATTENDED A Legislative update meeting on 01/26/24. Mr. Benton was named the Honorary Chair for the OWU mock convention.

Mr. Merrell – Attended the Regional Planning meeting on 01/25/24. He will be attending the Land Bank meeting today. He also attended the Legislative update meeting with Mr. Benton. Mr. Merrell was asked to be a guest speaker at the OWU mock convention.

RESOLUTION NO. 24-77

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF PENDING LITIGATION:

It was moved by Mr. Benton, 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 Pending Litigation.

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

RESOLUTION NO. 24-78

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

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Jeff Benton

Barb Lewis

Gary Merrell

Jennifer Walraven, Clerk to the Commissioners