

**COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 7, 2024**

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

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

**1  
RESOLUTION NO. 24-162**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD FEBRUARY 26, 2024:**

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in regular session on February 26, 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                      Mr. Merrell Aye                      Mr. Benton Aye                      Mrs. Lewis Aye

**2  
PUBLIC COMMENT**

**Scott Donaldson** – Trustee of Liberty Township: Speaking about concerns residents have regarding the semi-truck traffic on State Route 315.

**Lauren Basom** – Resident: Speaking about concerns that she has for children awaiting at bus stops on State Route 315.

**Bryan Basom** – Resident: Asking for a collaborative effort from Delaware County in regards to semi-truck traffic safety.

**3  
RESOLUTION NO. 24-163**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR 0306, MEMO TRANSFERS IN BATCH NUMBERS MTAPR 0306:**

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR 0306, memo transfers in batch numbers MTAPR 0306 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R2402118	HOME REMEDY LLC	MSY HOME CARE	70161605 - 5342	13200
R2402219	MCCOMBS FLOORING	FLOORING - HICKORY KNOLL	40111402 - 5410	7885
R2402309	BUCKEYE POWER SALES CO INC	REPLACEMENT GENERATOR FOR 911	21711326 - 5450	119431

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

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4  
RESOLUTION NO. 24-164

**IN THE MATTER OF A NEW LIQUOR LICENSE FROM PANCAKE HOUSE II LLC (DBA THE PANCAKE HOUSE) AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:**

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

WHEREAS, the Ohio Division of Liquor Control has notified the Delaware County Board of Commissioners of a request for a new A license from Pancake House II LLC (DBA The Pancake House), located at 1182 East Powell Road, Orange Township, Lewis Center, Ohio 43035; and

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

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

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

5  
RESOLUTION NO. 24-165

**IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, MICHAEL R. SHADE, ATTORNEY-AT-LAW, REQUESTING ANNEXATION OF 298.398 ACRES OF LAND IN TRENTON TOWNSHIP TO THE CITY OF SUNBURY:**

It was moved by Mr. Benton, seconded by Mrs. Lewis to acknowledge that on February 28, 2024, the Clerk to the Board of Commissioners received a petition requesting annexation of 298.398 acres of land from Trenton Township to the City of Sunbury.

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

6  
RESOLUTION NO. 24-166

**IN THE MATTER OF APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, FOR AND ON BEHALF OF THE DELAWARE COUNTY 911 CENTER, AND THE OHIO PATROLMEN’S BENEVOLENT ASSOCIATION:**

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

**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE  
DELAWARE COUNTY COMMISSIONERS, 911 CENTER  
AND  
THE OHIO PATROLMEN’S BENEVOLENT ASSOCIATION**

**Effective January 1, 2024 through December 31, 2026**

**SERB Case No.: 2023-MED-10-0882**

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**ARTICLE 1 - PREAMBLE**

THIS AGREEMENT is entered into between the Delaware County Board of Commissioners (referred to as "Employer" or "County" or "Management"), for the Delaware County 911 Center and Ohio Patrolmen's Benevolent Association ("Union" or "OPBA"). When used in this Agreement, the County Administrator shall be "Administrator" and the 911 Center Director shall be "911 Director" or "Director". This Agreement establishes the wages, hours, terms and conditions of employment between the parties. The parties intend the terms of this Agreement to supersede any Ohio Revised Code provision on any subject matter contained in this Agreement.

The parties recognize that the Delaware County 911 Center provides emergency services to the citizens and emergency services agencies throughout the County. The County and Union recognize and agree that all employees will conduct themselves in a professional manner at the higher standard of conduct expected of emergency services personnel. The parties further recognize that as public servants employees conduct must not conflict with the mission and functions of the County and the 911 Center or cause or have possibility to cause harm to the reputation and image of the County and/or the 911 Center.

**ARTICLE 2- RECOGNITION**

**Section 2.1 Classifications.** To the extent required by law, the Employer recognizes the Union as the sole and exclusive collective bargaining representative, as certified in SERB Case No.: 2011-REP-04-0033 for all employees included within the bargaining unit described as:

Included:	Telecommunications Operators
Excluded:	All others

**Section 2.2 Exclusive Recognition.** Recognition of the Union as the sole and exclusive representative of members of the bargaining unit shall be for the term of this written contract. The Employer shall not recognize, or be required to recognize, any other organization, person or union as representing any employee or classification included within the bargaining unit during the term of this Agreement.

**Section 2.3 Employee Rights.** Both parties agree that all employees in the bargaining unit have the right to join, participate in, or assist the Union and the right to refrain from joining, participating in, or assisting the Union without intimidation or coercion. Membership in the Union shall not be a condition of employment.

**Section 2.4 Position Descriptions.** The Employer will provide, if requested, a position description for each employee of the bargaining unit. If the Employer decides to create or modify a position description during the term of this Agreement, the parties will meet to discuss the content of the description.

**Section 2.5 New Classifications.** If the Employer creates a new classification within the 911 Center, the Employer will determine if the new classification will be included or excluded from the bargaining unit. If the Union disputes the determination of the exclusion of a classification from the bargaining unit, the parties will attempt to resolve their disagreements. If the parties are unable to come to agreement on the inclusion of the classification in the bargaining unit, the Union may seek whatever recourse it has before the State Employment Relations Board.

**ARTICLE 3 - NON-DISCRIMINATION**

**Section 3.1 Uniform Application.** The Employer, Union and employees agree that the provisions of this Collective Bargaining Agreement shall be applied to all employees without unlawful discrimination as to age, sex, race, color, creed, national origin, religion, pregnancy, sexual orientation, gender identity, genetic information, military status, veteran status, ancestry, or disability.

The parties further agree that neither the Employer nor Union nor the employees shall unlawfully discriminate against any individual on the basis of his or her membership or participation or lack of membership or lack of participation in the Union.

**Section 3.2 Harassment.** Harassment, including sexual harassment, shall be considered a form of

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discrimination and shall not be tolerated. The parties recognize the serious nature of harassment and the parties agree that the Union and employees have a responsibility to report any allegations of perceived harassment.

**Section 3.3 Discipline.** Any employee found to have been engaged in harassment or discrimination will be subject to disciplinary action, up to and including discharge. Any allegations of or perceived discrimination or harassment must be reported to the Employer immediately.

**ARTICLE 4 - NO STRIKE/LOCKOUT**

**Section 4.1 No Strike.** The Union and employees covered by this Agreement agree that they will not engage in, initiate, authorize, sanction, ratify, support, or participate in any strike, slowdown, stay-in, sick out, or any 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 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 County locations or sites in Delaware County, Ohio on which services are being performed, during the life of this 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 persons affecting the work of such employees.

**Section 4.2 Violations.** Any employees engaging in a strike, slowdown, stay-in, sick out, or any other curtailment, restriction of, or interference with the work in or about the Employer's premises or job sites as described in paragraph (A) above during the life of this Agreement shall be subject to disciplinary action by the Employer which can be, but is not limited to, their discharge. Notice of any violation may be provided by the Employer to the Union Director, or alternate, to the employee(s) violating this Article, or to the Union attorney by any of the following means: letter, email, in person, or other means appropriate for the circumstances. All other statutory penalties for violation of this Article or statutory prohibitions for strike shall also apply.

**Section 4.3 No Lockout.** The Employer shall not lockout the employees during the term of this Agreement.

**ARTICLE 5 - MANAGEMENT RIGHTS**

**Section 5.1 Recognition.** The Union recognizes the Administrator and Board of County Commissioners ("Management" or "County") together as the authorities vested with the right to manage and to fund the Delaware County 911 Center.

**Section 5.2 Management Rights.** Except as specifically abridged, delegated, granted, or modified by an express term of this Agreement, Management retains and reserves all powers vested in Management by the laws and the Constitution of the State of Ohio, including but not limited to its respective rights:

- 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 Management, standards of services, overall budget and uses thereof, utilization of technology, and organizational structure;
- to manage and determine, and from time to time redetermine as management desires, the location, relocation and type and number of physical facilities, type of equipment, programs and the work to be performed;
- to establish and change work hours, work schedules and assignments;
- to manage and direct its employees, including the right and basis to select, train, retrain, hire, promote, transfer, assign, evaluate, lay off, recall, reprimand, suspend, otherwise discipline or discharge for just cause;
- to determine Management's goals, missions, objectives, programs and services, and to utilize personnel in a manner determined by management to effectively and efficiently meet those purposes;
- to determine the size, composition and adequacy of the work force, determine the number of persons to be employed or laid off, including the right to lay off employees from duty, and to augment the work force of the bargaining unit with any employee including ones who are not full time;
- to determine the qualifications of employees;
- to establish or amend job descriptions of personnel within the bargaining unit;
- to promulgate and enforce work rules, department orders, regulations, policies and procedures, provided they are consistent with the provisions of this Agreement;
- to determine the starting and quitting times and number of hours to be worked by employees;
- to require employees to use or refrain from using specified equipment, uniforms, or tools;
- to determine when a job vacancy exists, the duties to be included in the job classification, and the standards of quality and performance to be maintained;
- to determine overtime and the amount of overtime required;
- to maintain the security of records and other pertinent information;
- to determine conduct and performance expected of an employee in an emergency situation; and,
- to exercise all management rights set forth in Ohio Revised Code Section 4117.08(C), and by the Constitution of the State of Ohio, except as limited by specific provisions of this Agreement.

**Section 5.3 Residual Responsibilities.** Management rights set forth above shall not be impaired except to the extent that they are limited by specific provisions of this Agreement. Failure to exercise a right or

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exercising it in a particular way shall not be deemed a waiver of any management right.

**ARTICLE 6 - UNION REPRESENTATION**

**Section 6.1 Union Representatives.** The Union shall select and designate in writing to the Employer a local union representative, two alternates, and the OPBA staff representative. Such designated representatives, acting jointly or alone, shall have full authority to represent the Union and the bargaining unit employees in all dealings with the Employer, including the authority to bind the Union in agreements resolving any controverted matter. Moreover, in any instance in which prior notification of any action is required by the terms of this Agreement, notice given to the Union Director or alternate shall be deemed as notice to the Union. The Employer shall not be required to meet with any persons, other than the designated union representatives, on behalf of the Union for purpose of discussing matters involving the terms and conditions of employment of members of the bargaining unit. The OPBA staff representative shall be permitted access to the work place; however, such access must be approved in advance by the Delaware County 911 Center Director or designee.

If the need arises to adjust either the number of alternates as provided in this Agreement or the agreed upon areas of representation, the County and the Union will endeavor to resolve the matter in the mutually satisfactory manner.

The Union shall furnish the Employer with a written list of the local Union Director, representative and alternates indicating the shift(s) to which each representative is assigned, and further shall notify the County in writing of any changes.

**Section 6.2 Bulletin Boards.** The Employer will provide space either for a bulletin board or on an existing bulletin board for exclusive use by the Union for matters directly affecting employees of this bargaining unit. This bulletin board shall be located in a place available to all employees. The Union will provide the Employer a copy of each Notice to be posted on the bulletin board. No materials for issues, other political matters, or elective offices will be posted. No offensive, inappropriate or inflammatory notices will be posted. Such materials as well as any materials not specifically permitted by this section may be removed by the County.

**Section 6.3 Union Meetings.** Unless otherwise provided in this Agreement, the Employer agrees to allow the Union to conduct meetings on the Employer's premises upon reasonable notice when such premises are available. The Employer may place reasonable restrictions on the time, place, and manner such premises are used, and may, in its discretion, refuse permission for such meetings.

**Section 6.4 Union Matters.** In the absence of the Employer's consent, union members or other employees shall not receive wages for time spent on union matters, including negotiations. Moreover, in the absence of Employer's consent, negotiating sessions shall not be scheduled or take place during shift(s) on which the Union bargaining team members are scheduled to work. Investigation of grievances shall occur on non-work, unpaid time in non-work areas.

**ARTICLE 7 - DUES DEDUCTION**

**Section 7.1 Dues Authorization.** During the term of this Agreement and upon written instruction by the Union, the Employer shall instruct the County 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 Union Director. Written authorizations shall remain in effect until the employee is transferred or promoted to a job classification outside of the bargaining unit. Copies of the written authorization for dues deductions shall be provided to the County.

**Section 7.2 Dues Remittance.** The Union shall advise the County, 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 owing for pay periods when the employee has no earnings or insufficient earnings to cover the dues deduction, the Employer shall request the County Auditor to deduct such dues out of future paychecks only upon the express written direction of the Union Director. The Employer shall instruct the County Auditor to deduct the amounts from each payroll check. Monies deducted pursuant to this article shall be remitted to the OPBA at the address designated, in writing, by the Union, within a reasonable amount of time but in no case later than thirty (30) days from the deduction. The County Auditor shall provide the Union with an alphabetical list of names, and addresses of those employees who had union dues deducted along with the amount of the dues deduction.

The County's obligation to make dues deductions shall automatically terminate upon an employee's termination of employment or transfer or promotion to a job classification not included in the bargaining unit covered by this Agreement.

**Section 7.3 Good Standing.** 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 in writing and submit notification by certified mail to both the Union and Employer of any previous authorization permitting dues deductions.

**Section 7.4 Hold Harmless.** The Union agrees to hold the Employer and the County Auditor harmless for

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any monies deducted and remitted to the Union pursuant to the provisions of this Article and reimburse the County for any costs associated with the defense of claims raised from Union deductions under this Article.

**ARTICLE 8 - SENIORITY**

**Section 8.1 Definitions.** "Departmental Seniority" is an employee's uninterrupted length of continuous service as a Telecommunications Operator with the Delaware 911 Center compiled by time as a full-time or permanent part-time employee actually on the Employer's payroll, including any approved leaves of absence.

"Classification Seniority" is an employee's uninterrupted length of continuous service as a Telecommunications Operator with the Delaware 911 Center compiled by time as a full-time or permanent part-time employee actually on the Employer's payroll, including any approved paid leaves of absence or unpaid FMLA where applicable, and includes the length of service at the City of Delaware for those employees previously employed by the City of Delaware who were employed by the 911 Center in March, 2010.

Notwithstanding the above paragraphs, a telecommunications operator who accepts a non-bargaining unit position with the Delaware 911 Center and returns to a bargaining unit position shall be credited with the seniority they had at the time they vacated the bargaining unit position. Such employee shall not receive seniority credit for time spent in a non-bargaining unit position.

Unless specifically noted in a specific Article of this Agreement, classification seniority governs for all purposes.

Newly hired probationary employees who have completed their probationary period shall accrue seniority retroactive to date of hire.

In the event that there is a tie in the seniority of two or more employees, such seniority shall be established by highest last four digits of Social Security Number.

Permanent part-time employees shall accrue seniority pro-rated to the hours worked by the permanent part-time employees, based on a forty (40) hour work week.

**Section 8.2 Loss of Seniority.** An employee shall lose all seniority rights upon an interruption of continuous service including but not limited to any one or more of the following reasons:

1. Retirement (this is not to be construed to mean that the retiring employee loses benefits to which he is entitled at the time of his retirement);
2. Voluntary resignation or quit or transfers to another County Department;
3. Discharge for cause, provided such discharge is not reversed by way of the grievance and/or arbitration procedures;
4. Failure to give notice of intention to report and/or failure to report for work when recalled from lay-off;
5. Lay-off for a continuous period of longer than the recall right period;
6. Failure to report to work following the expiration of an approved leave of absence;
7. Unexcused absence of more than three (3) consecutive scheduled work days.

**Section 8.3 Seniority List.** The Employer shall prepare and post two seniority lists: one identifying employees by "classification seniority" and one identifying employees by "departmental seniority" both as defined in this Article. The lists shall be updated twice annually approximately January 1 and July 1 each calendar year. Employees may identify in writing, with an explanation, any discrepancies which they believe exist. The employee shall provide the written explanation to the 911 Director but must do so within 15 calendar days after the seniority list is posted.

**Section 8.4 Seniority During Unpaid Leaves.** Any time spent by an employee on unpaid leaves provided by this Agreement shall not be credited toward seniority. Employees returning from unpaid leaves shall continue their seniority as of the date they commenced the unpaid balance.

**ARTICLE 9 - PROBATIONARY EMPLOYEES**

**Section 9.1 New Hire Probationary Period.** Newly hired employees must complete a one year or 365 calendar day probationary period. Newly hired probationary employees shall be employees-at-will until the completion of the probationary period. As employees-at-will, probationary employees may be discharged 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 this Agreement.

**ARTICLE 10 - WORK RULES**

**Section 10.1 Work Rules.** The Employer shall have the right to establish, modify, or abolish rules and regulations to govern any aspect of the operation of the 911 Center ("work rule") so long as the work rule does not violate this Agreement and is reasonable.

Work rules shall be reduced to writing and provided to all employees in advance of their enforcement. Any allegation by an employee that a work rule or Departmental directive is in violation of this Contract or has not been applied to or interpreted uniformly to all employees, shall be a proper subject for a grievance.

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Each employee shall have access to copies of all work rules. Work rules shall be consistently applied and enforced.

**ARTICLE 11 - LAYOFF & RECALL**

**Section 11.1 Reasons for Lay-off.** Employees may be laid-off for one or more of the following reasons:

1. Lack of funds within the 911 Center operation funds. A lack of funds means that the 911 Center has a current or projected deficiency of funding to maintain current or to sustain projected levels of staffing and operations or the loss of grant monies (which is to be considered as a lack of funds);
2. Lack of work within the 911 Center. A lack of work means a current or projected temporary or permanent decrease in the work load, which requires a reduction of current or projected staffing levels; and/or
3. Abolishment of positions. Abolishment means the permanent deletion of a position or positions from the organization or structure of the 911 Center due to lack of continued need for the position. Positions may be abolished as a result of a reorganization for efficient operation, for reasons of economy, or for lack of work.

**Section 11.2 Order of Lay-off.** When a reduction in force is necessary within a particular classification, first temporary, then intermittent, then seasonal, then permanent part-time, and full-time employees, by departmental seniority, within the classification shall be laid-off. Permanent part-time and finally full-time employees shall be laid-off in the following order:

1. Newly hired employees in that classification who have not completed their probationary period; then
2. In the event it becomes necessary to lay-off permanent part-time employees covered by this Agreement, the least senior employee in the classification, by departmental seniority, shall be laid-off first; then
3. In the event it becomes necessary to lay off full-time employees covered by this Agreement, the least senior employee in this classification, by departmental seniority, will be laid off first.

**Section 11.3 Notice of Lay-off.** The Employer will provide thirty (30) days advance notice of a lay-off to those employees affected by the lay-off. Notice shall be by hand delivery or certified mail to the employee at their last known address and provided simultaneously to the Union. Notice shall contain effective date of lay-off and reason for lay-off.

**Section 11.4 Displacement Rights.** An employee may displace (bump) another employee with less departmental seniority pursuant to the following procedure:

Employees shall have five (5) calendar days from receipt of notice of lay-off to inform the Employer, in writing, of their intention to exercise their displacement (bumping) rights of employees in lower classifications or employees in the same classification with less departmental seniority.

Upon receipt of a timely application to displace, the Employer will allow such displacement if, in the Employer's discretion, the employee desiring to bump can immediately perform the duties of the classification without more than normal supervision.

In the event the Employer denies the displacement, the lay-off becomes effective on the stated date regardless of any subsequent filing of a grievance.

The notices of layoff and intent to displace may all occur prior to the date of layoff.

**Section 11.5 Payout at Lay-off.** Laid-off employees will be paid all accrued unused vacation pay as of the date of layoff.

**Section 11.6 Recall or Reinstatement Rights.** An employee who has been laid-off, shall be placed on a lay-off list maintained by the Employer. The lay-off list shall list employees within each classification.

An employee's name shall be maintained on a lay-off list(s) for one (1) year from the date of the lay-off. During the one (1) year period, the Employer shall not permanently hire anyone into a classification affected by the layoff until all laid-off persons on a lay-off list for that classification are reinstated, declined the position when offered, or failed to respond to the written offer of rehire and return to work within fourteen (14) days of certified mailing. During periods of layoff, the Employer may temporarily, up to three months, place employees in positions vacant due to leaves of employees or need for short term appointment.

An employee shall be offered reinstatement or re-employment by the Employer sending him a written offer of reinstatement or re-employment by certified mail at the most recent address indicated on the Employer's records. It is the responsibility of each employee on lay-off to notify the 911 Director in writing of any change of address.

In the event more than one employee is on the lay-off list for a particular classification, an offer for reinstatement

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shall be made from the lay-off list with the most senior employee on the lay-off list for that classification being recalled first. However, in no event shall lay-offs and recalls be done in a manner that violates any state or federal regulation, which has been deemed to supersede this Agreement.

Upon receipt of the notice of recall the employee must inform the 911 Director in writing whether he accepts or declines the offer of reinstatement or re-employment. If the 911 Director receives no response from the employee within fourteen (14) calendar days of the date on which the certified letter was sent, the employee shall be deemed to have declined the offer. An employee accepting or declining reinstatement or reemployment to the same classification from which the employee was laid-off shall be removed from the lay-off list. The employee must report for work no later than 14 calendar days of the date of the recall notice unless the Employer agrees in writing to a later date.

Any employee reinstated or re-employed under this section shall not serve a probationary period upon reinstatement or re-employment except that an employee laid off during an original or new classification probationary period shall begin a new probationary period. Employees are responsible for having all necessary certifications required for their classifications, as a prerequisite to being recalled from layoff.

**Section 11.7 Right to Appeal.** An employee may appeal a lay-off or reinstatement pursuant to the grievance procedure. The appeal shall be filed to Step 2 with Step 1 being waived. The appeal shall be filed within ten (10) calendar days of notification to the employee of the layoff or displacement.

**ARTICLE 12 - DISCIPLINARY ACTION**

**Section 12.1 Standards of Conduct.** Non-probationary employees may be disciplined or discharged for just cause, including but not limited to: incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, fellow employees or management, neglect of duty, any failure of good behavior, any other acts of misfeasance, malfeasance or nonfeasance, or any violation of the Employer's current rules or policies or rules or policies hereafter put into effect.

**Section 12.2 Disciplinary Action.** Disciplinary action shall include applications of the following: (1) verbal reprimand, (2) written reprimand, (3) suspension(s) with or without pay, (4) reduction in pay and/or position, and (5) discharge. The Employer reserves the right to omit one or more steps in assessing discipline for a particular action, including immediate termination, if the conduct of the employee so warrants. Discipline shall be considered within a reasonable period of time following the incident giving rise to the grievance or when the incident becomes known to the Employer allowing for investigation, work and days off schedule, availability of parties, and other procedural matters.

**Section 12.3 Pre-disciplinary Process.** Before imposing a reduction in pay or position, suspension, or discharge, the 911 Director or his 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 explain his or her behavior. The employee has the right to be accompanied at the conference by a union representative. The conference will be scheduled as promptly as practical by the 911 Director or his designee. The 911 Director or his designee may impose reasonable rules on the length of the conference and the conduct of the participants.

If the 911 Director or his designee determines that the employee's continued employment prior to the conference poses a danger to persons or property or a threat of disrupting operations, he may suspend the employee for up to three days pending the conference provided for in this section to determine final disciplinary action. If the employee is not disciplined, he/she will be credited all wages, seniority and accruals for the suspension period.

**Section 12.4 Serious Offenses.** Certain offenses are serious enough to warrant immediate discharge without regard to previous reprimands or discipline. Such serious offenses include, but are not necessarily limited to the following: (1) theft of property of the employer or fellow employee; (2) damage resulting from negligence or recklessness to the property of the Employer or a fellow employee; (3) insubordination; (4) harassment; (5) intoxication, working under the influence of alcohol or a controlled substance, or the sale, possession or use of alcohol or any controlled substance; (6) falsification of records; (7) dishonesty; (8) fighting; (9) any conduct endangering the security of any Employer's facility or job site or safety of fellow employees or members of the public, and (10) any other violations of standards of conduct (including work rules) which substantiate discharge including, but not limited to the failure to act when there is a duty to do so that results or could result in serious injury or death to responders or the public.

**Section 12.5 Appeal of Discipline.** When imposing a reduction in pay or position, suspension, or discharge, the Administrator shall sign a written order of reduction, suspension, or discharge, and provide a copy of the order to the employee(s) and the Union. The right to file a grievance over the imposition of discipline shall commence upon the employee's receipt of discipline notice.

**Section 12.6 Exclusive Appeal.** Ohio Revised Code § 124.34 is superseded by this Agreement and the sole and exclusive remedy for an employee wishing to contest a disciplinary action shall be through the grievance procedures of Article 13 of this Agreement.

**Section 12.7 Union Representation.** When an employee is asked to attend a meeting or conference with a



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supervisor and the employee reasonably believes that discipline may result from such meeting or conference, he/she may request that a local union representative be present.

**Section 12.8 Retention of Discipline.** Records of reprimands will be retained for twelve (12) months and records of all other discipline shall be retained for thirty-six (36) months in the employee's personnel file provided there is no intervening discipline. In addition, employees may submit a memorandum indicating their disagreement with the reprimand and that document will be maintained with the reprimand in the proper location. All records of discipline may be used to establish that an employee was made aware of the standard of conduct expected.

**ARTICLE 13 - GRIEVANCE PROCEDURE**

**Section 13.1 Definitions.** For the purposes of this Article, the below listed terms are defined as follows:

"Grievance." A grievance is a dispute or controversy arising from the misapplication, misinterpretation, or violation of an express term of this written Agreement including discipline as provided in Article 12 of this Agreement. Only discipline which involves loss of pay, reduction in classification and/or pay, or discharge may be grieved to arbitration.

"Grievant." A grievant is defined as one or more employees within the bargaining unit who allege a grievance. In the event more than one employee alleges a grievance arising from the same matter, by mutual agreement the parties may consolidate or separate the grievances at any stage of the grievance procedure. The grievance must identify all affected employees or affected classifications.

A written grievance shall be signed by the grievant and state the following information with clarity: (1) the name and position of the grievant, (2) the identity of the provision(s) of this Agreement involved in the grievance, (3) the time and place where the alleged events or conditions giving rise to the grievance took place, (4) the identity of the party responsible for causing the grievance, if known to the grievant; (5) a general statement of the nature of the grievance, and (6) the remedy sought.

**Section 13.2 Timelines, Extensions.** The limits in days under each section shall be counted as calendar days unless otherwise specified. The number of days indicated at each level shall be considered a maximum. The time limits, however, may be extended or the steps herein waived by the written mutual agreement of the parties. The availability of the union representative does not affect the running of the timelines at any step of the grievance procedure. Failure to file the grievance within the applicable time or by the prescribed manner results in a full and complete waiver and forfeiture of the grievance.

**Section 13.3 Delivery/Service.** The delivery or service of a grievance or appeals or answers to a grievance are deemed received upon hand-delivery or other mutually agreed upon procedure, e.g. fax transmission, email, etc. Service to the Union shall be to the grievant or the local Union representative. Reasonable time spent during regular work hours in delivery and service of grievances by a Union representative shall be compensated at his/her regular hourly rate.

**Section 13.4 Grievance Steps.** The following procedures shall apply to the administration of all grievances filed under this Article:

1. Step 1 Informal Step With Director/Designee:

a. The grievant or union representative shall, within fourteen (14) calendar days after the alleged grievance has occurred, meet informally with their tour commander or the Director to discuss the grievance. Employees are encouraged to discuss their concerns or grievances with their tour commanders but may request the informal meeting with the Director. If the grievant is not satisfied following the informal meeting, the grievant shall, within then (10) calendar days after the meeting reduce the grievance to writing and serve the grievance on the Director, or his designee. Failure to file the grievance within the applicable time or by the prescribed manner results in a full and complete waiver and forfeiture of the grievance.

b. The Director or designee shall give his or her answer in writing within ten (10) calendar days of the filing of the grievance. If the Director or his designee fails to respond within the established time limit, the grievant may pursue the grievance to Step 2 of the procedure.

2. Step 2 911 Director:

a. If the grievance is not satisfactorily resolved in the manner provided for in Step 1, the grievant may appeal to Step 2 by filing a written appeal to the 911 Director or his designee within ten (10) calendar days after the grievant's receipt of the Step 1 answer or when the Supervisor's response was due. The written appeal shall be served on the 911 Director, or his designee, in the 911 Director's absence. If the Director conducted the Step 1 Informal Step then Step 2 shall be conducted by the County Administrator or his/her designee. The grievant must file the grievance with the County Administrator or his/her designee within the referenced timeline.

b. The 911 Director, or his designee, shall then meet with the grievant at a mutually agreed time to discuss the appeal within ten (10) calendar days after receipt of grievant's appeal. At the Step 2 meeting, the grievant shall have the right to be accompanied by the local union representative and an OPBA staff representative. The Union may request that other employees attend the meeting. The 911 Director, or his designee, may also

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request that other persons be present at the Step 2 meeting, which may include the County Administrator or designee. The 911 Director, or his designee, shall give a written answer within fourteen (14) calendar days following the Step 2 meeting. If the 911 Director or his designee fails to give a written answer within fourteen (14) calendar days following the Step 2 meeting, the grievance may be advanced by the Union to Step 3.

3. Step 3 Arbitration:

a. If the grievance is not satisfactorily resolved in the manner provided for in Step 2, the Union may request arbitration by giving the Employer written notice by hand delivery or email, of its desire to arbitrate. The written notice must be received by the County Administrator or the Commissioner's Office in the absence of the County Administrator within thirty (30) calendar days of receipt of the Step 2 answer, or when the 911 Director's response was due, in which event the grievance shall be arbitrated according to the following procedure: Within ten (10) calendar days following the notice to arbitrate, the parties shall either agree upon an arbitrator or request a list of arbitrators from the Arbitration and Mediation Services. The parties shall select an individual from this list by using the alternate strike method.

b. The arbitrator shall hear and determine only one grievance. Multiple grievance arbitration by one arbitrator at a single hearing shall be prohibited except upon specific and written agreement of the Union and the Employer to do so. The sole exception to this is two or more grievances which arose out of the same nucleus of operative facts. Within thirty (30) days after the close of the hearing, the arbitrator shall issue his award, unless the parties mutually agree otherwise.

c. The jurisdiction and the authority of the arbitrator and his opinion and award shall be exclusively limited to the interpretation of the explicit provisions of this Agreement. He shall have authority only to interpret and apply the specific provisions of this Agreement, which shall constitute the sole basis upon which the arbitrator's decision shall be rendered, and shall consider only employee grievances arising under the application of the currently existing Agreement between the parties hereto. The arbitrator's decision shall be final and binding on all parties.

d. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement, nor to add to, detract from, or modify the language therein in arriving at a determination of any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The arbitrator shall in no way interfere with management rights, nor limit or interfere in any way with the powers, duties, and responsibilities of the Employer under its policies, applicable law, and rules and regulations having the force and effect of law.

e. The costs for the services of the arbitrator, including per diem expenses, as well as the related cost of the arbitration services, shall be split equally by the parties. The expenses of witnesses and other representatives shall be borne by the party they represent. A stenographic record of the arbitration proceedings may be made. Each party shall pay for its own copy of such record, if requested. The party requesting the stenographer shall pay for the stenographer, provided however, that if the other party requests a copy of the record, the parties shall split the cost of the stenographer.

f. Prior to the date scheduled for the arbitration hearing, and as early as is practicable, the parties may exchange a) lists of names of witnesses to testify and b) copies of documents to be introduced.

**Section 13.5 Exclusive Procedure.** The procedures contained in this Article constitute the sole and exclusive method of considering the redressing of grievances arising during the life of this Agreement and any extensions thereof. It is expressly understood and agreed that neither the Union nor any employee shall engage in actions which are not expressly provided for in the grievance procedure such as the initiation of litigation or charges with a state or federal agency in connection with any dispute which is or could have been a matter presented as a grievance within this grievance procedure. It is further understood and agreed that a decision at any level of the grievance procedure that is mutually acceptable to the grievant, the Union and the Employer, shall be final and binding upon the grievant, Union, and the Employer. Nothing in this Grievance Procedure shall deny Members or the OPBA any rights available at law to achieve redress of their legal rights arising from a source independent of this Agreement, including the right to file charges with the State Employment Relations Board (herein referred to as SERB) when an agency properly has jurisdiction over the subject matter. However, once a Member or the OPBA elects to pursue a legal or administrative remedy in lieu of this Grievance Procedure, and a court or administrative tribunal takes jurisdiction over the complaint, dispute, or charge, the Member or the OPBA is thereafter precluded from seeking a remedy under this Grievance Procedure. Likewise, once a Member or the OPBA elects to pursue a Grievance Procedure in lieu of legal or administrative remedy, the member or the OPBA is thereafter precluded from seeking a remedy apart from the Grievance Procedure. Nothing herein should be construed to waive a Member's statutory civil rights or any rights not able to be waived or released under state or federal law.

**Section 13.6 Attendance at Grievance Meetings and Arbitration Hearings.** Grievants or local union representatives attending Step 1 or 2 grievance meetings or arbitration hearings while on regular assigned duty shall receive their regular hourly rate for the time spent in such meetings or hearings.

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**Section 13.7 Voluntary Mediations.** The parties agree that they may utilize the services of a mediator to resolve pending grievances.

**ARTICLE 14 - HOURS OF WORK/OVERTIME**

**Section 14.1 Work Week.** The normal work week for all fulltime employees, shall be forty (40) hours worked. The workweek shall be 7 consecutive calendar days as established by the Employer. Part-time employees normal work week shall be as established by the 911 Director.

**Section 14.2 Overtime and Compensatory Time.** Employees shall be paid one and one-half (1 ½) times their applicable rate of pay for all hours worked in excess of forty (40) hours actually worked in any work week. Hours worked will include vacation leave. In addition, holiday hours, as defined in Article 16.1, shall be considered as hours worked towards the forty hours required for overtime calculations only if the employee works on the holiday.

An employee may request to take compensatory time off in lieu of overtime pay any time that the utilization of compensatory time will not unduly disrupt the operation of the department. The employee shall be granted compensatory time at one and one half (1-1/2) time basis (to a maximum accumulation of 240 hours). In the event an employee separates employment or dies, the employee's accumulated unused compensatory time shall be paid to the employee or to his/her beneficiary or their estate.

**Section 14.3 Equalization of Overtime.** The Employer shall make reasonable efforts to equalize opportunities for available overtime.

It is understood that coverage for shifts in the 911 Center necessarily limits the ability of employees to have equalization due to the nature of the operation. In the event that an employee believes he/she is not being given opportunities to work overtime, the 911 Director or designee will meet with the employee. It is further understood that emergencies, employee call-offs, etc., may prevent balancing overtime opportunities.

Mandatory overtime will be filled by mandating the overtime pursuant to the classification seniority list by reverse seniority of available employees. Available employees shall be construed as meaning employees who are going off duty and employees coming on to assigned shifts provided, however, that employees coming off their day off will be at the bottom of the list for purposes of mandating. These available employees shall be mandated to work overtime up to four (4) hour intervals. The Employer shall first order the least senior available employees to work the mandatory overtime and rotate up the seniority list each time it is necessary to order an employee to work. Except in cases of emergency, employees shall not be mandated to work with less than an 8 hour turnaround nor more than twelve (12) continuous hours. The Employer shall endeavor to provide as much notice as reasonably possible prior to mandating an employee to work overtime.

**Section 14.4 Call-In/Court Time.** Employees who are called from home and who are required to report to the Center for any reason other than a previously scheduled event shall be paid for all hours worked, but not less than a minimum of three (3) hours call-in pay at the appropriate rate. Employees asked to report early to their regular shift, or to stay after their regular shift, do not receive call-in pay.

Employees required to make court appearance on behalf of the County on their off-duty time will also be paid for all hours worked, but not less than three (3) hours minimum call-in pay at the appropriate rate. An employee shall not receive such minimum pay for work or duties that are contiguous to the employee's work schedule, but instead, shall be compensated at the appropriate rate for all hours worked.

For purposes of this Section, contiguous means up to one hour before or one hour after the employee's regularly scheduled work day.

**Section 14.5 Shift Selection.** Semiannually, in the third week of April and October, the Employer shall survey fulltime bargaining unit employees in order to obtain their shift preferences. Seniority and the operational needs of the agency, as determined by the Employer, shall be considered when shift assignments are determined.

Based on operational needs, vacated positions will be posted and filled as defined above. Vacancies, which occur within two months of the shift selection, will be filled when the new schedule goes into effect.

**Section 14.6 No Posting Response.** In instances where shift assignments, as set forth in Section 14.5, are posted, and no employees respond to the posting, the Director of 911 reserves the discretion to make such assignments to the least senior, qualified employee based upon the needs of the Department.

**ARTICLE 15 - SICK LEAVE**

**Section 15.1 Sick Leave Benefit.** Sick leave shall be earned and accumulated at the rate of four and six-tenths (4.6) hours sick leave upon completion of each additional eighty (80) hours of service (rate of 0.0575 hour for each hour worked). Sick leave shall be accrued without limit. An employee may accrue sick leave credit only on the basis of his full-time continuous regular or permanent part-time employment with the Employer.

**Section 15.2 Sick Leave Use.** Sick leave shall only be used for the employee's personal illness, injury, or

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pregnancy, or where an employee's presence is reasonably necessary, for a serious illness or injury in the employee's immediate family defined as employee's mother, father, spouse or child.

Sick leave may be used for a death in the employee's immediate family. Such paid leave shall not exceed three (3) days without further written approval by the Employer. For use of sick leave for death in the immediate family, immediate family shall also include the employee's siblings, grandparents, current parents-in-law, and children.

**Section 15.3 Reporting Use of Sick Leave.** An employee who is absent due to one of the above reasons must report his absence to the Employer, following the reporting procedures of the 911 Center. In order to qualify for use of paid sick leave, the employee must complete a sick leave application form. If the injured or ill person required medical attention, a licensed physician's certificate stating the nature of the illness must be attached to the application.

Before an absence may be charged against accumulated sick leave, the 911 Director or his designee may require such proof of illness, injury, or death. The Employer may also require the employee to be examined by a physician designated by the Employer at the Employer's expense.

To qualify for sick leave payments, the employee must notify the on-duty supervisory personnel no later than one (1) hour before the employee's normal starting time on the first day of absence, unless the circumstances surrounding the absence make such reporting impossible, in which case such a report must be made as soon as possible. Sick leave for a doctor or dentist appointments must be requested forty-eight (48) hours in advance, except in emergency situations.

**Section 15.4 Sick Leave Abuse.** Sick leave abuse or falsification of a physician's certificate or signed statement to justify the use of sick leave shall be grounds for disciplinary action, up to and including discharge.

**Section 15.5 Sick Leave Charge.** When sick leave is used it shall be deducted from the employee's credit on the basis of one hour of sick leave for every one hour of absence from previously scheduled work. The sick leave payment shall not exceed the normal scheduled work or work week earnings. If an employee's illness or injury continues beyond the time covered by his earned sick leave, the employee may request an unpaid leave.

**Section 15.5 Conversion at Retirement or Death.** An employee covered under this Agreement who is eligible or who becomes eligible to retire shall be entitled to payment for accumulated sick leave on the basis of one hour of pay at the employee's straight-time rate on date of retirement for every four hours of accumulated sick leave. However, the total value of sick leave paid in this manner shall not exceed the value of thirty (30) days paid leave or a maximum of 240 hours converted and paid. An employee covered under this Agreement who dies shall have sick leave paid to his or her estate on the same basis as though he or she had then retired, whether or not the employee was eligible for retirement on the date of death.

**ARTICLE 16 - HOLIDAYS**

**Section 16.1 Holidays** All full-time employees shall receive eight (8) or four (4) hours of holiday pay for the following holidays:

- |                                |                               |
|--------------------------------|-------------------------------|
| 1. New Year's Day              | (January 1)                   |
| 2. Martin Luther King Day      | (third Monday in January)     |
| 3. President's Day             | (third Monday in February)    |
| 4. Memorial Day                | (last Monday in May)          |
| 5. Juneteenth                  | (June 19)                     |
| 6. Independence Day            | (July 4)                      |
| 7. Labor Day                   | (first Monday in September)   |
| 8. 4 hours Brown Jug Day       |                               |
| 9. Veterans Day                | (November 11)                 |
| 10. Thanksgiving Day           | (fourth Thursday in November) |
| 11. Day after Thanksgiving Day | (fourth Friday in November)   |
| 12. 4 hours Christmas Eve      |                               |
| 13. Christmas Day              | (December 25)                 |

Permanent part-time employees will receive the holiday pay for those holidays on which they are scheduled to and do work.

**Section 16.2 Holiday Pay for Bargaining Unit Members.** Bargaining unit members required to work on a holiday shall receive his or her holiday pay, as defined in Article 16.1, in addition to time-and-one-half (1.5 X) pay for all hours actually worked on the holiday. Holiday hours shall be considered as hours worked towards the forty hours required for overtime calculations only if the employee works on the holiday.

**Section 16.3 Holidays During Vacation.** Employees on approved vacation leave will not be charged vacation leave for those holiday leave hours which occur during their vacation leave unless the employee requests the vacation leave for the holiday.

**Section 16.4 Personal Leave.** All employees shall be entitled to two (2) paid personal leave days during each

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payroll calendar year. The personal leave day shall be utilized by the employee in the same manner as vacation leave, pursuant to Section 17.3 of the Agreement.

Employees make take one (1) additional personal day to be deducted from the employee’s sick leave balance. An employee must have eight (8) hours of sick leave in their sick leave bank to use this personal day.

Use of personal leave is subject to the Employer’s approval. Personal leave may be used in one-quarter (1/4) hour increments. Unused personal may not be carried over to the following payroll calendar year and will not be paid out at any time.

**ARTICLE 17 - VACATIONS**

**Section 17.1** Vacation Earned. Employees shall earn a pro-rated amount of vacation leave each bi-weekly pay period that they are in active pay status as follows:

Completed Years of Service	Vacation Leave Earned Per Eighty (80) Hours Worked	Annual Vacation Hours Accrued
Less than 4 years	3.1	80
4 but less than 9 years	4.6	120
9 but less than 14 years	6.2	160
14 but less than 19 years	6.9	180
19 years or more	7.7	200

Time spent on authorized leaves of absence for military leave counts according to the applicable Revised Code. However, no vacation is earned while an employee is on leave without pay or layoff.

**Section 17.2** Payment of Accrued, Unused Vacation Leave at Resignation or Death.

An employee is entitled to payment for any earned but unused vacation to his credit at the time he resigns from County service.

**Section 17.3** Scheduling of Vacation Leave. All vacation schedules and requests are subject to the approval of the Employer, **said approval shall not be unreasonably denied**. A vacation request for a full day or more must be submitted to the Employer or a designee at least one business day in advance of the date requested. A vacation request for less than a full day may be submitted the same day as the request. Vacation leave must be in increments of one hour. One employee per shift will be permitted to be off on vacation leave unless prohibited by operational needs. All requests for vacation leave will be approved or denied within a reasonable time to allow the employee adequate time for planning and preparation in advance of the leave.

**Section 17.4** Use of Vacation Leave. Employees are expected to use accrued vacation leave each year prior to the employee's next anniversary date. However, an employee may carry over earned vacation leave for a period not to exceed three years from the employee's anniversary date with the permission of his supervisor and written approval of the Employer annually. Vacation credit in excess of three years will be eliminated. In the event an employee who has vacation leave accumulated to the maximum and has submitted a vacation leave request which is denied, the employee will be provided a reasonable time to schedule the requested leave.

In case of an employee's death, earned but unused vacation leave shall be paid to the employee's spouse, children, or parents, in that order, or to his estate.

**Section 17.5** Part Time Employees. Permanent part-time employees shall receive vacation leave at a prorated amount of the accrual rate listed above.

**ARTICLE 18 - INSURANCE BENEFITS**

**Section 18.1** Insurance Plan. The Employer shall continue to provide full-time employees with health insurance benefits under the group benefit plan generally provided to the employees of Delaware County and on the same terms and conditions on which those benefits are generally provided to employees of Delaware County. The Board of County Commissioners, in its sole discretion, may modify such benefits, the Employer's share of the cost of such benefits, the terms and conditions on which such benefits are provided, and/or the means by which such benefits are provided, so long as any such modifications are applicable generally to employees of Delaware County other than those covered by other labor contracts, as well as to the bargaining unit.

**Section 18.2** Changes to Insurance Plan. If the County decides to change the health insurance benefits, they will inform the Union Director 30 days prior to the effective date of the new benefits and if the Union Director requests, a meeting will be held to discuss the impact to the bargaining unit.

**ARTICLE 19 - WAGES, BENEFITS**

**Section 19.1** Wage Schedule. The wage schedule for the employees in the bargaining unit shall be effective the first full pay period of each calendar year as follows:

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<b>2024 Steps</b>				
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
\$27.45	\$28.69	\$29.98	\$31.33	\$33.67

<b>2025 Steps</b>				
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
\$28.55	\$29.83	\$31.18	\$32.58	\$35.02

<b>2026 Steps</b>				
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
\$29.69	\$31.02	\$32.43	\$33.88	\$36.42

**Section 19.2 New Employees.** New employees to the bargaining unit shall be placed at a step or rate as determined by the Employer. Consideration for a new employee’s prior experience, certifications or other qualifications may be used in determining initial wage placement. Thereafter, bargaining unit employees shall proceed to subsequent steps in the first full pay period following their anniversary date.

**Section 19.3 Uniforms.** The County will provide the uniform items it requires employees to wear while at work. Employees will be responsible for the care and maintenance of all issued uniforms.

**Section 19.4 Field Training Officer.** Employees who are assigned as a regular FTO shall be responsible for training new employees in accordance with policies established by the Employer. Employees assigned as FTO shall be paid an additional two dollars (\$2.00) per hour to be added to their base rate of pay for all hours spent in the training of another employee. Employees who are assigned as FTO may resign from this assignment by giving the Employer at least ninety (90) days' advance notice.

Nothing contained in this paragraph will prevent an employee from training someone on a temporary basis to assist with an excess of trainees.

**Section 19.5 Lead Telecommunicator.** Any bargaining unit employee assigned by the Employer as lead telecommunicator shall be paid an additional .50/hour.

**Section 19.6 Shift Differential.** A shift differential of one dollar (\$1.00) per hour shall be paid for all hours worked on second or third shift. Shift differential shall not be paid for any hours spent in leave status.

**ARTICLE 20 - LEAVES OF ABSENCE**

**Section 20.1 Jury Duty Leave.** Employees will be excused from work for jury duty. An employee who is called to and reports for panel and/or jury duty shall be compensated by the Employer at the straight-time hourly rate for the hours he would have been scheduled on that day. The employee must give prior notice of his jury duty call.

**Section 20.2 Unpaid Leaves of Absence.** Employees may request an unpaid leave of absence for educational or personal reasons from the Employer. The decision whether to grant the leave is left to the Employer's discretion. Personal leave may be granted for up to six months for any personal reasons of the employee which are deemed sufficient grounds for leave by the Employer.

Educational leave may be granted for up to one year for purposes of education, training, or specialized experience which would benefit the 911 Center. Upon completion of the leave of absence, the employee will be returned to a position within the same classification if such position is available within the classification. A return to work by an employee on unpaid leave shall be decided and arranged by the Employer, in its discretion.

Where an employee is unable to pre-determine the exact length of his leave, an indefinite leave not to exceed six months may be approved. If a leave of absence is granted for a definite period of time, the employee may be reinstated prior to the expiration of the leave only upon written approval of the Employer.

While on a leave without pay an employee does not accrue seniority, does not earn sick leave or vacation leave, nor is he entitled to any holiday pay. An employee on an unpaid leave of absence, other than FMLA unpaid leave, must pay the entire premium for his health insurance (and dependent coverage, if applicable) to keep such coverage in force during the leave.

**Section 20.3 Military Leave.** Military Leave will comply with all Federal and State laws.

**ARTICLE 21 - TRAINING**

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**Section 21.1 Required Initial Certifications/Training.** The Employer shall pay for all costs related to the initial training of bargaining unit employees, who, as a condition of employment, must obtain and/or maintain any special certifications or licenses as mandated by any agency of the Federal, State, Local government or any requirement of the Employer.

**Section 21.2 Recertification.** The County will pay for one re-certification test per certification per employee within a two-year period. If the employee does not successfully complete the initial recertification, the employee shall be responsible for any training for re-certifications as well as all costs associated with the recertification process including but not limited to the costs of the exam, lodging, travel, and/or meals.

If the employee does not pass the re-certification examination on the first attempt, he/she will be immediately suspended without pay for a period not to exceed thirty (30) days. The employee must gain re-certification within thirty (30) days of his/her suspension. If the employee does not obtain re-certification within thirty (30) days, the County reserves the right to suspend, demote or remove the employee.

**Section 21.3 Education.** An employee may request pre-approval for education and training from the 911 Director. The 911 Director, in his sole discretion, may approve or deny such request. If approved by the Director, such request is subject to the Delaware County Tuition Assistance Policy, including any amendments to that Policy made during the term of this Agreement.

**ARTICLE 22 - TOTAL AGREEMENT, CONFORMITY TO LAWS,  
CONFLICT OF LAWS**

**Section 22.1 Prior Agreement/Past Practices.** This Agreement supersedes all previous oral and written agreements or practices between the Employer and any employee within the collective bargaining unit. The parties hereby agree that the relations between them shall be governed exclusively by the terms of this Agreement only and no prior agreement or practice, amendments, modifications, alterations, additions, or changes, oral or written, pertaining thereto shall be controlling or in any way affect the relations between the parties or the wages, hours, and working conditions of the employees covered by this Agreement.

**Section 22.2 Total Agreement.** It is also agreed that during the negotiations leading to the execution of this Agreement, the parties have had full opportunity to submit all items appropriate to collective bargaining and that the parties expressly waive the right to submit any additional item for negotiation during the term of this Agreement, irrespective of whether the item was or was not discussed during the course of negotiations leading to the execution of this Agreement. The specific provisions of this Agreement are the sole source of any rights which the Union or any member of the bargaining unit may charge the Employer has violated in raising a grievance.

**Section 22.3 Conformity to Laws.** Should any Article, Section or portion thereof, of this Agreement be held unlawful and unenforceable by a court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof directly specified in the decision. The parties agree to immediately meet and negotiate in an effort to establish a substitute for the invalidated Article, Section, or portion thereof. In the event that appeals to any such decision are filed, such specific Article, Section or portion thereof affected by the decision shall continue in effect until the appeals process is completed unless otherwise directed by the Court or unless continuing to abide by such language is contrary to law.

**Section 22.4 Hold Harmless.** It is understood that to the extent the Employer's action or ability to take action to comply with this Agreement is restricted or affected by law or authority granted to some other governmental office, department, or agency which is beyond the control of the Employer, the Union shall hold the Employer harmless from any claim by any employee or by the Union or any branch thereof as a result of any action taken by such other governmental office, department, or agency.

**ARTICLE 23 - SUCCESSOR NEGOTIATIONS AND DURATION**

**Section 23.1** The provisions of this Agreement establish certain rights and benefits for the Union and the employees which only exist by and through the terms of this Agreement. These rights and benefits shall cease and terminate upon the termination date of this Agreement.

**Section 23.2** Either party who desires to terminate, modify, or negotiate a successor agreement shall serve written notice upon the other party of the proposed termination, modification, or successor agreement. The initiating party must serve notice not less than sixty (60) calendar days and not more than one hundred twenty (120) calendar days prior to the expiration of the existing agreement.

**Section 23.3 Duration** This Agreement shall remain in full force for three years from January 1, 2024 through December 31, 2026.

Vote on Motion

Mr. Benton Aye

Mrs. Lewis Aye

Mr. Merrell Aye

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**OHIO FARM BUREAU FEDERATION**

**Melinda Lee, Director for Delaware, Franklin, Madison, And Union County Farm Bureaus**  
**Glenn Harsh, President of Delaware County Farm Bureau**  
**Derek Dusthimer Vice President Delaware County Farm Bureau**  
**Kate Hornyak Delaware County Farm Bureau Board Member**  
**Zane Skinner Delaware County Farm Bureau Board Member**

**RESOLUTION NO. 24-167**

**IN THE MATTER OF PROCLAIMING MARCH 17-23, 2024 AS NATIONAL AGRICULTURE WEEK IN DELAWARE COUNTY:**

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

WHEREAS, when Americans sit down to a meal each day, we sometimes take for granted the quality, abundance and value of the food we eat. Our supermarkets, grocery stores and restaurants offer a tremendous selection of fruits, vegetables, meats, dairy products and other food items, but we often forget the hardworking men and women whose skill and effort put that food on our tables; and

WHEREAS, we should also recognize that agriculture in the United States plays a crucial role in strengthening our economy and in providing food for people around the world; and

WHEREAS, American farmers, while producing an abundance of safe and affordable food and fiber, also are an essential source of jobs in our communities, whether in production, distribution or marketing. U.S. agriculture remains our nation’s largest employer with more than 22 million people employed in this essential industry; and

WHEREAS, the world’s population is expected to reach over 8 billion in 2024 and U.S. agriculture is poised to reach the demands of feeding this growing population.

THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners proclaims March 17-23, 2024, as National Agriculture Week in Delaware County. We call upon our citizens to acknowledge and celebrate the achievements of all those who, working together, produce an abundance of agricultural products that strengthen and enrich our community and our nation.

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

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**RESOLUTION NO. 24-168**

**IN THE MATTER OF APPOINTING A MEMBER TO THE DELAWARE COUNTY RURAL ZONING COMMISSION:**

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

WHEREAS, the Delaware County Board of Commissioners (the “Board of Commissioners”) created the Delaware County Rural Zoning Commission (the “RZC”), pursuant to section 303.04 of the Revised Code; and

WHEREAS, as necessary, the Board of Commissioners shall make appointments to the RZC to fill vacancies in both unexpired and expired terms; and

WHEREAS, Kent King has applied for a vacancy for a term expiring on December 31, 2024;

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

Section 1. The Board of Commissioners hereby approves the appointment of the following member to the RZC for the term specified herein:

<b>Position</b>	<b>Appointee</b>	<b>Term Ends</b>
RZC 4	Kent King	December 31, 2024

Section 2. The appointment approved in this Resolution shall take effect immediately upon adoption.

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



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**RESOLUTION NO. 24-169**

**RESOLUTION OF NECESSITY FOR THE PURCHASE OF MOTOR VEHICLES FOR THE USE OF THE DELAWARE COUNTY EMERGENCY MEDICAL SERVICES DEPARTMENT:**

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

WHEREAS, pursuant to section 307.41 of the Revised Code, the Delaware County Board of Commissioners (the "Board") may find, by resolution of necessity, that it is necessary to expend county monies for the purchase or lease of a new vehicle to be used by the Board, 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 Delaware County Emergency Medical Services Department ("EMS") to expend county monies for the purchase of two new Supervisor vehicles; and

WHEREAS, the supervisor vehicles for Delaware County EMS are necessary to ensure that a sufficient number of vehicles are maintained to provide daily coverage; and

WHEREAS, the Board participates in the State of Ohio's cooperative purchasing program (the "Program"), and the vehicles are available for purchase through the Program; and

WHEREAS, the vehicles will require radio communications equipment, upfitting, and electronics; and

WHEREAS, the remaining cost of the radio communications equipment, upfitting, and electronics, will be below the competitive bidding threshold;

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

Section 1. The Board hereby declares that a necessity exists to purchase two new vehicles for use by Delaware County Emergency Medical Services.

Section 2. The Board hereby declares that the make and model of the vehicles are two (2), 2024 Ford F150 Responder delivered in accordance with the Program Pricing Schedule, and attached Selected Modifications, complete and delivered for the sum of \$51,485.00 per vehicle.

Section 3. The Board hereby declares that the purchase shall be in accordance with the Program, pursuant to the contract and terms and conditions set forth in Program Index GDCO050, Contract #RSI015078, which are, by this reference, fully incorporated herein and of which the purchase order approved herein shall be made a part.

Section 4. The Board hereby approves a purchase order in the amount of \$102,970.00 to Bob Chapman Ford, an authorized dealer under the Program.

Section 5. The Board hereby approves the purchase and accompanying purchase order for the necessary radio communications equipment from Vasu Communications, at a cost up to \$10,000, and the purchase and accompanying purchase order for the installation of electronics from PARR Public Safety, at a cost of up to \$47,000.

Section 6. The Board hereby rescinds Resolution No. 23-1118.

Section 7. This Resolution shall take immediate effect upon passage.

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

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**RESOLUTION NO. 24-170**

**IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATION AND A SUPPLEMENTAL APPROPRIATION FOR THE PRE HOSPITAL CARE BOARD:**

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

<b>Transfer of Appropriation</b>		
<b>From:</b>	<b>To:</b>	
10011160-5201	10011160-5320	17,000.00
Comm Pre Hospital Care Board/General Supplies	Comm Pre Hospital Care Board/Software & Computer Services	

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<b>Supplemental Appropriations</b>		
10011160-5320	Comm Pre Hospital Care Board/Software & Computer Services	65,000.00

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

**11  
RESOLUTION NO. 24-171**

**IN THE MATTER OF APPROVING THE PURCHASE OF EQUIPMENT FOR DELAWARE COUNTY EMERGENCY MEDICAL SERVICES AND APPROVING A SERVICES AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND EMSAR ADVANTAGE:**

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

WHEREAS, the Director of Emergency Medical Services recommends approval of the purchase of equipment and approval of an agreement with EMSAR Advantage;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio, hereby approves the purchase of equipment and approves the following EMSAR Advantage agreement:

**EMSAR ADVANTAGE PROGRAM**



<b>PROGRAM COVERAGE</b>		<b>CLIENT INFO</b>	
<b>EMSAR INFO</b>			
<b>ADVANTAGE Rep:</b>	Lauren Oberg	<b>Legal Account Name:</b>	Delaware County EMS
<b>Phone:</b>	(818) 966-3953	<b>Contact:</b>	Chief Jeff Fishel
<b>Email:</b>	lauren.oberg@emsar.com	<b>Address:</b>	10 Court Street Delaware, OH 43015
<b>Issue Date:</b>	February 20, 2024	<b>Phone:</b>	(740) 833-2193
		<b>Email:</b>	jfishel@co.delaware.oh.us

Equipment Included: 19 stretchers, 17 stair chairs, 5 fasteners and 9 power loads			
Equipment Package	Quantity	Price	Extended Price
Stretcher, Stair Chair, Lockdown Retention System bundle	5	\$570.00	\$2,850
Stretcher, Stair Chair bundle	12	\$550.00	\$6,600
Stretchers Only	2	\$515.00	\$1,030
Power Load Systems (parts not included)	9	\$570.00	\$5,130
<b>Annual Amount:</b>		<b>\$15,610</b>	
<b>Annual Amount will be invoiced upon receipt of signed agreement and is payable within 30 days.</b>			

**PROGRAM SUMMARY**

<p>*Includes all labor and travel costs for PM services                  *Includes 1 annual PM inspection with typical PM parts                  *8 Unscheduled Repair calls per year (parts not included on repair calls)                  *All parts are billable on repair calls                  *Includes product equipment checklists                  *Replacement parts do not include mattresses, electronic/hydraulic, and consumables.</p> <p><b>COMMENCEMENT DATE:</b> _____ (If left blank, the Commencement Date will be the date of this Agreement).  <b>TERM:</b> 36-months  <b>TAX EXEMPT CERTIFICATE</b> (certificate must be supplied): Enter your tax-exempt number here: _____  <b>Federal Tax ID Number:</b> _____</p>
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**Advantage EMS Services Agreement**

This EMSAR Advantage Agreement is linked to your proposal document and as such the Agreement will commence upon signature date of proposal.

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**1. GENERAL**

EMSAR will provide expert maintenance, repairs, and reconditioning to the equipment set forth in EMSAR Advantage proposal (the "Covered Equipment List") in accordance with the terms of this Agreement. Except for the exclusions in Section 1(b) below, service will be provided pursuant to your proposal document and Sections 2 and 3 of this Agreement for all mechanical components of the Covered Equipment.

(a) The following are covered under this Agreement and considered "all inclusive":

- all labor, travel costs and parts (other than the Excluded Items) with respect to Preventative Maintenance Service (as defined in Section 2); and
- all labor and travel costs with respect to Repair Services as defined on your proposal document (as defined in Section 3)

(b) The following are not covered under this Agreement and will be separately invoiced to Client to the extent provided and/or performed by EMSAR as requested by Client:

- (i) accessories and/or expendables, e.g. mattresses, upholstery, safety straps, pouches, IV poles, pull handles, rubber grips, wheels, stair-chair track belts, handle grips, belts and pinch guards, steel grid platform, Control Pendants (ii) electronic/hydraulic components for power cots, wheelchair lifts, power loads and performance loads, (iii) inner tube base frame for power cots (iv) mechanical components for power loads and performance loads (collectively, "Excluded Items");
- any and all replacement parts with respect to Repair Services; and
- any repairs and maintenance for non-Covered Equipment or Covered Equipment that is damaged due to misuse or negligence of Client, its employees or agents, or a third party (a "Gross Defect") ("Excluded Services").

Client will provide EMSAR with copies of any applicable procedures and/or special requirements and specifications pertaining to the Covered Services (as defined in Section 3) prior to any scheduled service.

It is the responsibility of Client and its employees and agents to inspect and test each item before each use, in accordance with the equipment manufacturer's recommendations and other applicable regulations.

**2. INSPECTION AND PREVENTATIVE MAINTENANCE**

The parties acknowledge that the Covered Equipment will be inspected and serviced by EMSAR to bring the Covered Equipment up to the manufacturer's specifications, as necessary, and that any and all labor and travel costs will be included in the EMSAR Advantage Proposal annual amount. All parts required during the inspection are not covered by this Agreement and will be separately invoiced to the Client. Any opinion of condition is based on a visual hands-on assessment on the date of inspection. Upon the commencement of this Agreement, the Covered Equipment will undergo EMSAR's standard preventative maintenance procedure (the "Preventative Maintenance Service") as per your EMSAR Advantage Proposal. If during the Preventative Maintenance visit it is determined repairs are needed, those repairs may only be performed if parts are available. EMSAR will take preemptive measures whenever possible in anticipation of mitigating frequent repairs.

**3. REQUESTS FOR REPAIRS**

In the event that any Covered Equipment should become damaged (other than a Gross Defect) and require prompt repairs prior to a scheduled preventative maintenance visit, Client will notify EMSAR and EMSAR will dispatch a service technician as soon as scheduling allows, on such date and time mutually acceptable to both parties, to perform the necessary repairs ("Repair Services" and together with the Preventative Maintenance Service, the "Covered Services"). Please reference your proposal document for the number of repair visits included in your agreement.

**4. SCHEDULING**

Any Covered Services will be scheduled in advance on such date and time that is mutually acceptable to both parties. It is Client's responsibility to make the applicable Covered Equipment available to EMSAR for service at the scheduled time.

Client acknowledges that once services have been scheduled with EMSAR, EMSAR will expend significant time and effort in coordinating and staffing such services. In the event that Client cancels a scheduled service with less than one (1) business day's notice to EMSAR, or the applicable Covered Equipment is not available to EMSAR for service at the scheduled time, Client will be charged for any travel-related expenses incurred by EMSAR.

All services will be scheduled during EMSAR's normal business hours, Monday through Friday, 8:00am to 6:00pm local time. If services are required outside of normal business hours and an EMSAR technician can accept the work, a premium service charge of \$500 per day will be applied to the final invoice for that service.

**5. SAFE WORK ENVIRONMENT**

Client is responsible for providing a safe work environment and shall comply with all applicable health and safety laws, directives and rules and regulations. EMSAR shall have the right to reject the work if technician arrives onsite and it is not a safe work environment. Any charges will apply as per our cancellation policy

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in Section 4 above.

**6. DOCUMENTATION AND RECORD KEEPING**

Accurate and complete records relating to any repairs and maintenance performed by EMSAR will be maintained by EMSAR and will be made available to Client upon request.

**7. TERM OF AGREEMENT**

Unless and until sooner terminated as provided below, EMSAR will provide the services detailed in this Agreement for a term of thirty-six (36) months, beginning on the Commencement Date indicated (the "Initial Term").

**8. TERM AND TERMINATION**

The Agreement shall commence on the date indicated on Page 1 of the EMSAR Advantage Proposal entered into between the parties and shall continue until EMSAR ceases to provide Services or the Agreement is canceled by either party by giving a ninety (90) days prior written notice of any such cancellation to the other party. If this Agreement is canceled during or before the expiration date of the Agreement, Customer will owe for the months covered up to the cancellation date of the Agreement and for any parts, labor, and travel charges, required to maintain Equipment, exceeding that already paid during the Agreement. In the event Customer has pre-paid for the services hereunder, any unused amount as of the date of cancellation shall be returned to the Customer on a pro-rata basis. Prior to termination of this Agreement, EMSAR reserves the right to suspend any and all services under this Agreement while Client is in default or breach of any terms of this Agreement.

**9. PRICE GUARANTY AND AUTOMATIC ADJUSTMENTS**

EMSAR agrees to hold firm the rates per item as set forth in your proposal document on the date hereof for the Initial Term. Each year thereafter, such rates will automatically adjust to account for inflation and increases in costs-of-living. As such, each annual adjustment will not exceed three percent (3%), without further action or approval by either party.

**10. TERMS OF PAYMENT**

Client agrees to pay EMSAR the proposed amount per annum for the Covered Services (the "Annual Fee"), subject to adjustments pursuant to Section 7 and 8 hereof, which payment for the initial year of the agreement will be due and payable in full at signing, and each subsequent yearly payment will be due and payable at each anniversary of the date of this Agreement.

All quoted prices are exclusive of taxes, if applicable.

**11. WARRANTY; LIMITATION OF LIABILITY**

EMSAR warrants that its service and parts will be free from defects in material and workmanship for thirty (30) days from the date of service. This limited warranty applies to Covered Equipment used under normal and proper conditions and is void for any Gross Defects. Client's sole remedy under this warranty is limited to repair or replacement of the defective part. To make a claim under this limited warranty, Client will promptly notify EMSAR.

EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, EMSAR MAKES NO OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED. EMSAR MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL EMSAR BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES SUSTAINED IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF EMSAR'S SERVICES OR PARTS.

In no event will the aggregate liability of EMSAR, whether under contract, tort, or otherwise, exceed the greater of (i) the aggregate Annual Fees actually received by EMSAR under this Agreement and (ii) the total insurance proceeds paid on behalf of or to Contractor by Contractor's insurers in settlement or satisfaction of all Client's Claims under this Agreement.

**12. INDEMNITY**

Subject to the limitations in Section 10, EMSAR agrees to defend, indemnify and hold Client and its officers, employees, managers, personnel, and agents (collectively, "Representatives") harmless from and against any and all claims and demands (including damages, liabilities, losses and expenses, including reasonable attorney's fees, incurred in connection with such claims and demands ("Claims") made by any third parties against Client in connection with the Covered Equipment arising from the negligence or willful misconduct of EMSAR or its Representatives.

**13. NON-SOLICITATION**

Client acknowledges that EMSAR's personnel and any person performing services on EMSAR's behalf (collectively, "EMSAR Personnel") are of great value to EMSAR and have been trained and developed by EMSAR at great cost. Client agrees that it will not, at any time during the term of this Agreement and for a period of two (2) years thereafter, directly or indirectly employ or engage, attempt to employ or engage, or otherwise solicit for employment or engagement any EMSAR Personnel, except with the prior written consent of EMSAR.

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**14. FORCE MAJEURE**

EMSAR will make every effort not to cancel or reschedule any scheduled services. Notwithstanding the foregoing, EMSAR will not be liable for any loss, damage or delay or failure to perform, in whole or in part, caused by events beyond EMSAR's reasonable control, including, but not limited to, acts of God, natural disasters, disease, epidemics, pandemics (including COVID-19), acts or omissions of any governmental authority, riot, war or similar hostility, strikes, labor stoppages or slowdowns or other labor disturbances. In the event of any such delay or failure to perform, Client's sole remedy against EMSAR will be to terminate this Agreement under Section 7.

**15. GOVERNING LAW; SURVIVAL**

This Agreement will be governed by and construed in accordance with the internal laws of the Client's State as listed in the Advantage Proposal without reference to the rules of conflicts of laws thereof.

The provisions of Sections 7, 10, 11, 12, 14, 15 and 16 will survive the termination of this Agreement.

**16. ASSIGNMENT**

This Agreement will not be assigned by either party without the prior written consent of the other party, which consent will not unreasonably be withheld, conditioned or delayed. Notwithstanding the foregoing, EMSAR may assign this Agreement to a successor in interest upon a merger, reorganization, change of control, acquisition or sale of all or substantially all of the assets of EMSAR, or to a lender for collateral assignment purposes, in each case, without Client's consent. Any assignment in violation of this Section will be void.

**17. ENTIRE AGREEMENT**

This Agreement, and the documents and agreements referred to herein, constitute the complete Agreement of the parties with respect to the subject matters referred to herein and supersedes all prior or contemporaneous negotiations, promises, covenants, agreements or representations of every nature whatsoever with respect thereto, all of which become merged and finally integrated into this Agreement. Each of the parties understands that in the event of any subsequent litigation, controversy or dispute concerning any of the terms, conditions or provisions of this Agreement, neither shall be permitted to offer or introduce any oral evidence concerning any other promises or agreements between the parties relating to the subject matters of this Agreement not included or referred to herein and not reflected by a writing. This Agreement including EMSAR Advantage Proposal Covered Equipment List may only be amended with the consent of both parties in writing.

Vote on Motion

Mr. Merrell Aye

Mr. Benton Aye

Mrs. Lewis Aye

**12****RESOLUTION NO. 24-172****IN THE MATTER OF APPROVING THE REQUEST FOR PROPOSALS FOR THE PROVISION OF EMERGENCY MEDICAL SERVICES BILLING:**

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

WHEREAS, the Delaware County Board of Commissioners (the "Board") currently contracts with Change Healthcare to act as the third-party billing administrator for emergency medical services; and

WHEREAS, the Board has been notified by Change Healthcare that the existing agreement for this service will be terminated with an effective date of November 30, 2024; and

WHEREAS, the Emergency Medical Services Director recommends requesting competitive sealed proposals from qualified offerors for third party billing relating to emergency medical services;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Delaware County, State of Ohio, hereby approves the request for proposals for emergency medical services billing and authorizes the Director of Emergency Medical Services to issue the request in accordance with the following public notice:

**PUBLIC NOTICE  
REQUEST FOR PROPOSALS  
BOARD OF COMMISSIONERS  
DELAWARE COUNTY, OHIO**

The Delaware County Commissioners are seeking competitive sealed proposals from contractors for the

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provision of emergency medical services billing of patients transported by Delaware County Emergency Medical Services. Proposals will be received at the Delaware County Commissioners' Office, 91 North Sandusky Street, Delaware, Ohio 43015, until **4:00 p.m. on, May 31, 2024**. At that time, proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of offerors will be read aloud. One (1) original and five (5) copies are to be included. Submittals pursuant to this request will not be received after the hour and date stated above.

The complete Request for Proposals is posted on the internet and may be viewed on Delaware County's web page at <http://www.co.delaware.oh.us> under the heading "Public Notices and Bids" or may be obtained from the Delaware County Emergency Medical Services office, 10 Court Street, Delaware, Ohio, during normal business hours.

Any proposals submitted to Delaware County, Ohio are to be prepared at the submitter's expense. Delaware County reserves the right to reject any and all proposals in whole or in part. Acceptance of a proposal shall not constitute an agreement between the submitter and Delaware County. Delaware County shall have no liability whatsoever to any submitter whose proposal is not accepted. The decision to award a contract is within the sole discretion of the Board of Commissioners. If an award is made, it shall be to the offeror whose proposal is determined to be the most advantageous to Delaware County, Ohio.

Any proposal submitted shall be accompanied by bond or certified check, cashier's check, or money order on a solvent bank or savings and loan association in the amount of Five Hundred Dollars (\$500.00).

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

**13  
RESOLUTION NO. 24-173**

**IN THE MATTER OF RANKING THE PROPOSALS SUBMITTED FOR RESIDENTIAL AND NON-RESIDENTIAL INSPECTIONS AND PLAN REVIEW SERVICES AND AWARDING THE CONTRACT TO SAFE BUILT OHIO, LLC:**

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

WHEREAS, the Delaware County Board of Commissioners (the "Board") requested competitive sealed proposals from qualified offerors for residential and non-residential inspections and plan review services, pursuant to section 307.862 of the Revised Code; and

WHEREAS, the Board received one (1) proposal, which was submitted to an evaluation team to evaluate and rank the proposals in accordance with the request for proposals; and

WHEREAS, the evaluation team has completed its ranking of the responsive proposal and recommends awarding a contract to SAFEbuilt Ohio, LLC, as the proposal most advantageous to Delaware County;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the ranking of the proposals submitted, awards the contract to SAFEbuilt Ohio, LLC, and approves the following contract:

**AGREEMENT BETWEEN DELAWARE COUNTY, OHIO, AND SAFE BUILT OHIO, LLC, FOR INSPECTION AND PLAN REVIEW SERVICES**

This Agreement, made and entered into on March 7, 2024 by and between Delaware County, Ohio through the Board of County Commissioners (hereinafter referred to as the "County") and SAFEbuilt Ohio, LLC (hereinafter referred to as the "Contractor").

WHEREAS, the County is occasionally in need of residential and non-residential inspection and plan review services in the county; and

WHEREAS, the County published a request for competitive sealed proposals for the needed services ("RFP"), which RFP is, by this reference, hereby incorporated into this Agreement; and

WHEREAS, the Contractor submitted a proposal in response to the RFP and has qualified staff and is willing to provide the inspection and plan review services; and

WHEREAS, the County desires to establish this Agreement with the Contractor to provide the services;



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NOW, THEREFORE, the County and the Contractor, in consideration of their mutual covenants, agree as follows:

**SECTION I BASIC SERVICES OF THE CONTRACTOR**

**A.** The Contractor shall provide inspection and plan review services on an as needed basis, as authorized by the Chief Building Official. Contractor shall perform work in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

**B.** The Contractor shall perform the necessary inspections and plan review for both residential and commercial construction projects as assigned by the Chief Building Official. On a daily basis, the Contractor shall provide a report listing the inspections performed for the particular day. The report shall include the date of inspections, type of inspection, start and end time for each inspection, total time for each inspection, name of inspector & mileage for each inspection.

**C.** The Contractor shall maintain, at its own expense, copies of the necessary codes, standards, equipment, tools and vehicle(s) required for the execution of the services of this Agreement. This shall include the text, electronic file or online access to the current version adopted by the County.

**D.** The Contractor shall, for the life of the agreement, maintain all certifications necessary for the execution of the services. Any loss of certification shall be communicated immediately to the County and promptly confirmed in writing to the County.

**E.** The Contractor shall maintain, at its own expense, professional liability insurance in the amount of One Million Dollars (\$1,000,000)

**F.** Throughout the entire term of this Agreement, the Contractor shall maintain, at its own expense, general liability insurance, with a minimum coverage of One Million Dollars (\$1,000,000) per occurrence with an annual aggregate of \$2,000,000 and agrees to name the County as additional insured in such insurance policy. Before rendering services under this contract, Contractor agrees to provide the County with a copy of such policy and the endorsement listing County as additional insured. Contractor agrees to immediately notify the County should insurance coverage under such insurance policy be canceled, lapse, or end for any reason during the term of this Agreement. The County reserves the right to immediately terminate this Agreement upon receiving such notice.

**G.** Throughout the entire term of this Agreement, Contractor agrees to maintain, at its own expense, automobile liability insurance on all vehicles used in connection with this Agreement, with a minimum coverage of Three Hundred Thousand Dollars (\$300,000) per occurrence, and agrees to name the County as additional insured in such insurance policy. Before rendering services under this contract, Contractor agrees to provide the County with a copy of such policy and the endorsement listing County as additional insured. Contractor agrees to immediately notify the County should insurance coverage under such insurance policy be canceled, lapse, or end for any reason during the term of this Agreement. The County reserves the right to immediately terminate this Agreement upon receiving such notice.

**H.** The Contractor shall provide to the County proof of worker's compensation coverage as required by Ohio law.

**I.** The Contractor shall furnish its own vehicle(s) for transportation. The Contractor's employees providing services hereunder shall, for the life of the agreement, maintain a valid driver's licenses.

**J.** Contractor shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, sexual orientation, or disability. Contractor shall take affirmative action to ensure that applicants and employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, sexual orientation, or disability. The implementation of this Agreement will be carried out in strict compliance with all federal, state, and local laws regarding discrimination in employment. In the event Contractor is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or any non-discrimination provision of this Agreement, this Agreement may be canceled, terminated or suspended in whole or in part by County, and Contractor may be declared ineligible for future agreements with the County.

**SECTION II COUNTY RESPONSIBILITIES**

**A.** The County shall furnish to Contractor the standard forms necessary for the execution of the services. The County shall establish the necessary procedure for the inspection and plan review services.

**B.** The County shall issue and/or collect all permits, registrations, fees, etc.

**C.** The County shall provide to Contractor clerical services necessary for the processing of the permits.

**D.** The County shall provide the list of daily inspections to the Contractor.

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E. The County shall provide conference and meeting facilities for the Contractor to meet with applicants in regards to the work performed by the Contractor pursuant to this Agreement.

F. The County shall use its best effort to secure release of other data held by others necessary for the Contractor to perform their obligations under this Agreement.

G. Complaints and/or disputes resulting from the provided service(s) will be reported immediately to the County. The County shall provide for the appeal mechanism for disputes and complaints.

**SECTION III BASIS OF PAYMENT**

A. The Contractor shall be compensated based upon the following fee schedule:

\*Inspections (B/WP/E) \$90.00 /hour (one (1) hour min.)

Plan Reviews (Residential and Commercial) \$105/hour (one (1) hour min.)

\*Hourly inspection time tracked includes roundtrip travel time between Consultant's location and Municipality or first inspection site. Time tracked will include travel time between inspection sites and all administrative work related to inspection support.

B. The Contractor shall provide a written statement indicating the total time spent on each inspection and the total number of plan reviews completed.

C. The Contractor shall invoice the County monthly for services rendered through the previous month, and the County agrees to pay within forty-five (45) days of receipt of a valid invoice. A valid invoice shall indicate the billing period, the total hours for the billing period, the rate charged and the total amount of the services for the billing period, along with the statement identified in Ill, B. Reimbursable expenses shall be itemized and copies of receipts shall be provided. The Contractor shall provide any additional supporting documentation upon the County's request. The County reserves the right to contest any portion of any submitted invoice that does not conform to the terms of this Agreement or appears to be fraudulent.

**SECTION IV GENERAL CONSIDERATIONS**

A. This Agreement shall be governed by 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.

B. The Contractor shall not assign their responsibilities under this Agreement to third parties without the County's written consent, consent shall not be unreasonably withheld.

C. This Agreement shall commence upon the date on which the County authorizes the signing of this Agreement and shall be valid for one (1) year.

D. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the County or the Contractor.

E. Either party for convenience may terminate this Agreement without penalty for any reason at any time by providing thirty (30) days written notice to the other party. Either party may immediately terminate this Agreement for cause, provided the other party is given a reasonable opportunity to cure the alleged default.

F. To the fullest extent permitted by law, the Contractor shall indemnify, keep, save and hold harmless the County, its officers, agents, servants, and employees from and in all third party actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, to the extent arising out of any actual or alleged negligent or intentionally wrongful (willful misconduct) act or omission of the Contractor, Contractor's officers, employees, agents, or any other person for whom Contractor is liable. The Contractor shall undertake to defend the County, at Contractor's sole expense, in and from any and all actions, claims, or demands brought against the County by reason of the things stated above, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, injuries, losses and expenses taken against the County as a result of things stated above, including but not limited to attorney's fees.

NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL OR OTHER INDIRECT DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSSES AND REGARDLESS OF WHETHER THE REMAINING REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. THE TOTAL AGGREGATE LIABILITY OF CONSULTANT UNDER THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF THE AVAILABLE LIMITS OF INSURANCE OR THE AMOUNT PAID BY CLIENT TO CONSULTANT UNDER THIS AGREEMENT.

G. No employee of the Contractor shall at any time be considered an agent or employee of the County. The Contractor shall be considered an independent contractor and shall be responsible for the payment of all salary, benefits, insurance, workers compensation, taxes, and withholdings for its employees. Contractor 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.



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H. 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 any prior, concurrent, or future breach, unless said waiver expressly states an intention to waive another specific term or provision or breach.

I. Contractor states and agrees that the individual(s) who, on behalf of the Contractor, have reviewed this Agreement and effectuate this Agreement by attaching their signatures below are officers of Contractor and are authorized to and have authority to enter this Agreement on behalf of Contractor and by so signing have authority to bind and do(es) bind Contractor to any and all terms of this Agreement.

J. 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 in full force and effect.

K. The subject headings of the paragraphs 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.

L. This document, including those documents incorporated by reference herein, represents the entire Agreement between the parties. It cannot be modified except in writing signed by all parties to this Agreement.

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

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

**14**

**RESOLUTION NO. 24-174**

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, STATE OF OHIO, REGARDING AN APPLICATION FOR OHIO DEPARTMENT OF DEVELOPMENT (ODOD) BROWNFIELD REMEDIATION PROGRAM FUNDING FOR REAL PROPERTY LOCATED AT 1405 US HIGHWAY 23 N, DELAWARE, OHIO:**

It was moved by Mrs. Lewis, seconded by Mr. Benton to adopt the following:

WHEREAS, the State of Ohio, through its Department of Development (“ODOD”), has authorized funding for a Brownfield Remediation Program (the "Program") to assist in the remediation of abandoned, idled, or under-used industrial, commercial, or institutional property where expansion or redevelopment is complicated by known or potential releases of hazardous substances; and

WHEREAS, the real property located at 1405 US Highway 23 N, Delaware, Ohio, has been identified as a potentially eligible property under the Program in need of remediation in order to proceed with beneficial redevelopment; and

WHEREAS, the Delaware County Land Reutilization Corporation ("Land Bank") is the ODOD-designated Lead Entity under the Program, and provided it has entered into an agreement with an eligible End User and/or Organization of Profit to work in conjunction on the project for the purposes of the Program and is willing and able to coordinate with the owners of the subject property to submit an application under the Program to ODOD; and

WHEREAS, ODOD requires a resolution or letter of local government support of the proposed project and application to be included in the Program application submittal to ODOD; and

WHEREAS, the Board of County Commissioners of Delaware County, State of Ohio, for and on behalf of Delaware County, State of Ohio, the unit of local government, is supportive of the proposed project and application.

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

Section 1. The Board of County Commissioners of Delaware County, State of Ohio, hereby supports an application for Program funding for the real property located at 1405 US Highway 23 N, Delaware, Ohio, and encourages the Ohio Department of Development to award funding for this important redevelopment effort.

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Section 2. This Resolution shall be effective immediately upon adoption.

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

**OTHER BUSINESS  
RESOLUTION NO. 24-175**

**IN THE MATTER OF RANKING THE PROPOSALS SUBMITTED FOR DELAWARE COUNTY  
LEAD SAFE OHIO PROGRAM GRANT ADMINISTRATION AND CONSULTING SERVICES AND  
AWARDING THE CONTRACT TO GANDEE & ASSOCIATES, INC.:**

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

WHEREAS, the Delaware County Board of Commissioners (the “Board”) requested competitive sealed proposals from qualified offerors for Delaware County Lead Safe Program grand administration and consulting services, pursuant to section 307.862 of the Revised Code; and

WHEREAS, the Board received one (1) proposal, which was submitted to an evaluation team to evaluate and rank the proposals in accordance with the request for proposals; and

WHEREAS, the evaluation team has completed its ranking of the responsive proposal and recommends awarding a contract to Gandee & Associates, Inc., as the proposal most advantageous to Delaware County;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the ranking of the proposals submitted, awards the contract to Gandee & Associates, Inc., and approves the following agreement:

**SERVICES AGREEMENT  
Lead Safe Ohio Program  
Grant Administration and Consulting Services**

This Agreement is made and entered into on March 7, 2024, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Gandee & Associates, Inc., 5676 State Route 521, Delaware, Ohio 43015 (“Consultant”), each individually referred to herein as a “Party” and collectively referred to as the “Parties.”

**1 SERVICES PROVIDED BY CONTRACTOR**

- 1.1 The Contractor shall provide Delaware County Lead Safe Ohio Program Grant Administration and Consulting Services (the “Services”) in accordance with, and as described in, the Contractor’s proposal dated March 1, 2024, which is attached hereto and, by this reference, fully incorporated herein (the “Proposal”).
- 1.2 The Contractor 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 This Agreement is subject to the PY2023 Lead Safe Ohio State of Ohio State and Local Fiscal Recovery Funds (SLFRF) Lead Safe Ohio Program Grant Agreement and the Delaware County Contract Provisions for Non-Federal Entity Contracts under Federal Awards, both of which are 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 Finance as the Project Manager and agent of the County for this Agreement.
- 2.2 The Project Manager shall have authority to review and order changes, commencement, suspension or termination 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 Total compensation under this Agreement shall not exceed One Hundred Nine Thousand Nine Hundred Eighty Dollars and Zero Cents (\$109,980.00) without subsequent modification in writing signed by both Parties pursuant to Section 3.1.

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- 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 as set forth in the Proposal.

**5 NOTICES**

- 5.1 Any notices issued under this Agreement shall be served in writing via U.S. certified mail at the Parties' respective addresses set forth above. The Parties may use electronic communication for the purposes of general communication; however, e-mail shall not be used to transmit official notices as contemplated herein.

**6 PAYMENT**

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

**7 COMMENCEMENT; TERM; DELAYS AND EXTENSIONS**

- 7.1 The Contractor shall commence Services upon written direction from the Project Manager and shall complete the Services in accordance with the Proposal and the Project Manager's schedule and orders.
- 7.2 This Agreement shall be for in effect for the duration of the PY2023 Delaware County Lead Safe Ohio Program.
- 7.3 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 Project Manager 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 cause or for the convenience of the County, at which time the Contractor shall immediately suspend or terminate Services, as ordered by the County.
- 8.2 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.

**9 INDEMNIFICATION**

- 9.1 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.

**10 INSURANCE**

- 10.1 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.
- 10.2 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.
- 10.3 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.
- 10.4 Professional Liability Coverage: Contractor hereby agrees to maintain professional liability insurance for the duration of the Services hereunder and for three (3) years following completion of the Services hereunder. 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 Five Million Dollars (\$5,000,000) per claim and in the aggregate.

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- 10.5 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 10.1 and 10.2. Contractor shall require all of its subcontractors to provide like endorsements.
- 10.6 Proof of Insurance: Prior to the commencement of any Services 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 Services under this Agreement.
- 11 MISCELLANEOUS TERMS AND CONDITIONS**
- 11.1 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.
- 11.2 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. Contractor 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.
- 11.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 11.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 11.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 11.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 11.7 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 11.8 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.
- 11.9 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 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 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.

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11.10 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 Services being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.

11.11 Non-Discrimination/Equal Opportunity: Contractor 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.

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 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.

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.

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

**15  
RESOLUTION NO. 24-176**

**IN THE MATTER OF APPROVING A SERVICES AGREEMENT WITH J & J ENVIRONMENTAL, INC. FOR SEWER REPAIR SERVICES:**

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

WHEREAS, the Sanitary Engineer recommends approval of an agreement with J & J Environmental, Inc. for sewer repair services;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio, hereby approves the following agreement with J & J Environmental, Inc.:

**DIVISION OF ENVIRONMENTAL SERVICES  
REGIONAL SEWER DISTRICT  
SERVICES AGREEMENT**

This Agreement is made and entered into this 7<sup>th</sup> day of March, 2024, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and J & J Environmental, Inc., dba Tele-Vac Environmental, 7611 Easy Street, Mason, Ohio 45040 (“Contractor”), hereinafter collectively referred to as the “Parties.”

**1 SERVICES PROVIDED BY CONTRACTOR**

- 1.1 The Contractor will provide the Delaware County Regional Sewer District with bypass pumping, flush vacuum cleaning, removal of foreign object, and closed-circuit televised inspection of existing 24-inch sanitary sewer (the “Services”).
- 1.2 The Contractor 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 shall be rendered by the Contractor in accordance with *Exhibit A*, attached hereto and, by this reference, fully incorporated herein.

**2 SUPERVISION OF SERVICES**

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

**3 AGREEMENT AND MODIFICATIONS**

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- 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 FEES AND REIMBURSABLE EXPENSES**

- 4.1 Compensation for Services provided under this Agreement shall be based upon time and materials incurred using unit prices, in accordance with *Exhibit A*.
- 4.2 Total compensation under this Agreement shall not exceed \$50,000.00 without subsequent modification in accordance with Section 3.1.
- 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 "Notices" issued under this Agreement shall be served on the Parties to the attention of the individuals listed below in writing. The Parties may use electronic communication for the purposes of general communication; however, e-mail shall not be used to transmit Notices.

County: Delaware County Regional Sewer District

Name: Julie McGill  
Address: 1610 State Route 521, Delaware, OH 43015  
Telephone: 740-833-2240  
Email: jmcgill@co.delaware.oh.us

Contractor: J & J Environmental, Inc. (Tele-Vac Environmental)

Name of Principal: James Kratochvil, Secretary  
Address of Firm: 7611 Easy Street  
City, State, Zip: Mason, OH 45040  
Telephone: (513) 701-9623  
Email: James@tele-vac.com

**6 PAYMENT**

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Contractor and approved by the Sanitary Engineer and shall be in accordance with Article 4 of this Agreement and *Exhibit A*.
- 6.2 Invoices shall be submitted to the Sanitary Engineer by the Contractor on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices, and the Contractor shall promptly submit documentation as needed to substantiate said invoices.
- 6.3 The County shall pay invoices within thirty (30) days of receipt.

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

- 7.1 The Contractor shall commence Services upon written order from the Sanitary Engineer and shall complete the Services within one (1) week.
- 7.2 Contractor shall not proceed with any Services without written order from the Sanitary Engineer.
- 7.3 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 Sanitary Engineer 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 Contractor shall immediately suspend or terminate Services, as ordered by the County.
- 8.2 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.

**9 CHANGE IN SCOPE OF SERVICES**

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- 9.1 In the event that significant changes to the scope of the Services are 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 be effective upon approval in a writing signed by both Parties.
- 10 OWNERSHIP**
- 10.1 Upon completion or termination of the Agreement, the Contractor 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 CHANGE OF KEY CONTRACTOR STAFF; ASSIGNMENT**
- 11.1 The Contractor shall immediately notify the County, in writing, of any change to key Contractor staff or subcontractors assigned to the Services as contemplated at the time of executing this Agreement.
- 11.2 The Contractor shall not assign or transfer this Agreement, or any of the rights, responsibilities, or remedies contained herein, to any other party without the express, written consent of the County.
- 12 INDEMNIFICATION**
- 12.1 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.
- 13 INSURANCE**
- 13.1 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.
- 13.2 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.
- 13.3 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.
- 13.4 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 13.1 and 13.2. Contractor shall require all of its subcontractors to provide like endorsements.
- 13.5 Proof of Insurance: Prior to the commencement of any Services 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 Services under this Agreement.
- 14 MISCELLANEOUS TERMS AND CONDITIONS**
- 14.1 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.
- 14.2 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. Contractor

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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.

- 14.3 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.
- 14.4 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.
- 14.5 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.
- 14.6 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.
- 14.7 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 14.8 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.
- 14.9 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 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 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.
- 14.10 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 Services being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 14.11 Non-Discrimination/Equal Opportunity: Contractor 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.

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 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.

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.



**COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY  
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Vote on Motion            Mr. Benton Aye            Mrs. Lewis Aye            Mr. Merrell Aye

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**RESOLUTION NO. 24-177**

**IN THE MATTER OF APPROVING PLANS, SPECIFICATIONS, ESTIMATE AND SETTING THE BID DATE FOR THE PROJECT KNOWN AS 2024 DELAWARE COUNTY ROAD IMPROVEMENT PROGRAM- RESURFACING OF VARIOUS COUNTY AND TOWNSHIP ROADS:**

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

WHEREAS, the County Engineer has prepared, and recommends approval of, the Plans, Estimate, Bid Specifications and Bid Opening Date and Time for the 2024 Delaware County Road Improvement Program- Resurfacing of Various County and Township Roads;

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

Section 1. The Board hereby approves the plans, specifications and estimate for the project known as the 2024 Delaware County Road Improvement Program- Resurfacing of Various County and Township Roads.

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

**Public Notice  
Advertisement for Bids**

Bids shall be submitted electronically through the [www.bidexpress.com](http://www.bidexpress.com) web service until 10:00 am on Tuesday, March 26, 2024, at which time they will be publicly received and read aloud, for the project known as:

**2024 Delaware County Road Improvement Program  
Resurfacing of Various County and Township Roadways**

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

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

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

The Owner requires that all work associated with the project be completed before October 1, 2024. The estimated commencement of work date is April 1, 2024.

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

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

Delaware Gazette Advertisement Dates: March 9, 2024

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

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**RESOLUTION NO. 24-178**

**IN THE MATTER OF APPROVING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT FOR DEL-CR 10-2.91, SOUTH OLD STATE WIDENING (PHASE 2):**

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

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WHEREAS, pursuant to Resolution No. 22-220, adopted on March 28, 2022, this Board declared necessity for South Old State Widening (Phase 2) and entered into an agreement with Woolpert Inc. for required engineering services associated with the widening; and

WHEREAS, Woolpert Inc. has completed preliminary engineering for the proposed widening under the direction of the County Engineer pursuant to said Agreement; and

WHEREAS, the County Engineer has negotiated a scope of work and fee to perform detailed design of the widening and recommends modifying the Agreement for such purpose;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following Amendment No. 1:

**AMENDMENT NO. 1  
PROFESSIONAL SERVICES AGREEMENT  
DEL-CR 10-2.91**

This Amendment No. 1 to the Agreement dated March 28, 2022, is made and entered into this 7<sup>th</sup> day of March, 2024, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Woolpert Inc., One Easton Oval, Suite 400, Columbus, Ohio 43219 (“Consultant”) (hereinafter collectively referred to as the “Parties”).

**ARTICLE 1 – AMENDMENT**

Pursuant to Section 3.1 of the Agreement, the Parties mutually agree to amend the Agreement as follows:

- A. Section 4.2 of the Agreement shall be modified to increase the maximum total compensation to One Million Sixty Thousand, Two Hundred Thirty Five Dollars and Zero Cents. (\$1,060,235.00).
- B. Section 7.1 of the Agreement shall be modified to extend the date for the completion of Services to July 1, 2025.

**ARTICLE 2 – REMAINING PROVISIONS**

All other terms and conditions of the Agreement not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1.

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

**18  
ADMINISTRATOR REPORTS**

**CA Davies** – Nothing to report

**DCA Huston** – Nothing to report

**Attorney Hochstettler** – Nothing to report

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COMMISSIONERS’ COMMITTEES REPORTS**

**Commissioner Benton** – Attended at CEBCO Board Meeting on 03/01/24. He will be attending the Land Bank Meeting on 03/08/24 to advance Round 1 and Round 2 projects.

**Commissioner Lewis** – Attended the Genoa Business Association meeting on 03/06/2024. She will be swearing in the new Fiscal Officer for Genoa Township today.

**Commissioner Merrell** – Attended the Ashley City Council meeting on 03/05/2024.

**20  
RESOLUTION NO. 24-179**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL, FOR COLLECTIVE BARGAINING AND FOR SECURITY ARRANGEMENTS AND EMERGENCY RESPONSE PROTOCOLS:**

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

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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 Appointment of a Public Employee or a Public Official, for Collective Bargaining and for Security Arrangements and Emergency Response Protocols.

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

**21  
RESOLUTION NO. 24-180**

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

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

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

**OTHER BUSINESS  
RESOLUTION NO. 24-181**

**IN THE MATTER OF APPOINTING A MEMBER TO THE DELAWARE-MORROW MENTAL HEALTH & RECOVERY SERVICES BOARD:**

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

WHEREAS, the Delaware-Morrow Mental Health and Recovery Services Board is the body established, pursuant to Chapter 340.02 of the Revised Code, to govern the joint alcohol, drug addiction, and mental health service district of Delaware and Morrow Counties; and

WHEREAS, the Delaware County Board of Commissioners (the “Board”) appoints members to the Delaware-Morrow Mental Health and Recovery Services Board for both expired and unexpired terms; and

WHEREAS, a vacancy exists for a term that will expire June 30, 2025; and

WHEREAS, John Cruise has applied for appointment and meets all the requirements stipulated in section 340.02(C) of the Revised Code;

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

Section 1. The Board hereby appoints John Cruise as a member of the Delaware-Morrow Mental Health & Recovery Services Board to the vacant term expiring June 30, 2025.

Section 2. The appointment shall take effect immediately upon the adoption of this Resolution.

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

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There being no further business, the meeting adjourned.

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Jeff Benton

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Barb Lewis

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

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Jennifer Walraven, Clerk to the Commissioners