

**COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD APRIL 11, 2024**

**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. 24-282**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD APRIL 8, 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 April 8, 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**

**3  
RESOLUTION NO. 24-283**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR 0410, MEMO TRANSFERS IN BATCH NUMBERS MTAPR 0410:**

It was moved by Mr. Benton, seconded by Mrs. Lewis, to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR 0410, memo transfers in batch numbers MTAPR 0410 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>
R2402866	TERRACON CONSULTANTS INC	CHANNING STREET FUEL TANK REMOVAL CHANGE ORDER	40111402 - 5403	\$23,054.19

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

**4  
RESOLUTION NO. 24-284**

**IN THE MATTER OF A NEW LIQUOR LICENSE FROM HANKS ENTERPRISES LLC 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 D5 license from Hanks Enterprises LLC, located at 5200 US 42 S., Concord Township, Delaware, Ohio 43015; 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.

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

**5  
RESOLUTION NO. 24-285**

**IN THE MATTER OF RANKING PROFESSIONAL DESIGN FIRMS FOR RENOVATIONS TO THE DELAWARE COUNTY JAIL:**

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

WHEREAS, the Delaware County Board of Commissioners (the “Board”) received a total of two statements of qualifications from professional design firms for renovations to the Delaware County Jail; and

WHEREAS, a review committee has reviewed the qualifications and has ranked the firms it found to be the most qualified firms; and

WHEREAS, section 153.69(A) of the Revised Code requires the public authority to select and rank no fewer than three firms which it considers to be the most qualified to provide the required professional design services, except when the public authority determines in writing that fewer than three qualified firms are available in which case the public authority shall select and rank those firms; and

WHEREAS, the review committee recommends the firms be ranked as 1 – DLZ Architecture, Inc.; and 2 – Kramer Engineers;

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

Section 1. The Board hereby determines that fewer than three qualified firms are available to provide the required professional design services for the renovations to the Delaware County Jail.

Section 2. The Board hereby ranks the following professional design firms for the renovations to the Delaware County Jail and, per section 153.69(B) of the Revised Code, enters into contract negotiations with the firm ranked most qualified to perform the required services: 1 – DLZ Architecture, Inc.; and 2 – Kramer Engineers.

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

**6  
RESOLUTION NO. 24-286**

**IN THE MATTER OF APPROVING A SERVICES AGREEMENT WITH DANITE SIGN COMPANY FOR INSTALLATION OF NEW SIGNAGE AT THE COUNTY’S BYXBE CAMPUS:**

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

WHEREAS, the Director of Facilities recommends approval of an agreement with DaNite Sign Company for labor and materials to install new signage at the County’s Byxbe Campus;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners approves the following agreement with DaNite Sign Company for labor and materials to install new signage at the County’s Byxbe Campus:

**SERVICES AGREEMENT**

This Agreement is made and entered into on April 11, 2024, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and DāNite Sign Company, 1640 Harmon Avenue, Columbus, Ohio 43223 (“Contractor”), hereinafter collectively referred to as the “Parties.”

**1 SERVICES PROVIDED BY CONTRACTOR**

- 1.1 The Contractor will provide the labor and materials to install signage at the County’s Byxbe Campus (the “Services”).
- 1.2 The Services shall be more fully described in, and rendered by the Contractor in accordance with, the Contractor’s Quote #1204.24-Q1, dated March 29, 2024 (the “Quote”), which is attached hereto and, by this reference, incorporated herein.
- 1.3 In the event of a conflict between the terms and conditions stated in this Agreement, consisting of pages 1 through 5, and any of the documents incorporated by reference herein, the terms and conditions stated herein shall take precedence.

**2 SUPERVISION OF SERVICES**

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- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Director of Facilities (the "Director") as the agent of the County for this Agreement.
- 2.2 The Director shall have authority to review changes and order commencement and suspension of the Services performed under this Agreement.
- 3 AGREEMENT AND MODIFICATIONS**
- 3.1 This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Contractor, shall supersede all prior understandings and agreements relating to the Services, and may only be modified or amended in writing with the mutual consent and agreement of the Parties.
- 4 FEES AND REIMBURSABLE EXPENSES**
- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Quote.
- 4.2 For all Services, the lump sum fee shall be \$38,800.00.
- 4.3 Total compensation under this Agreement shall not exceed \$39,800.00 without subsequent modification of this Agreement in accordance with Section 3.1.
- 4.4 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the Services.
- 5 PAYMENT**
- 5.1 Compensation shall be paid periodically in accordance with the Quote, but no more than once per month, based on invoices submitted by the Contractor and approved by the Director.
- 5.2 Invoices shall be submitted to the Director by the Contractor on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Contractor shall promptly submit documentation as needed to substantiate said invoices.
- 5.3 The County shall pay invoices within thirty (30) days of receipt.
- 6 NOTICE TO PROCEED, COMPLETION, DELAYS AND EXTENSIONS**
- 6.1 The Contractor shall commence Services upon the order of the Director and shall complete the Services in accordance with the Quote and the Director's order.
- 6.2 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Contractor may make a written request for time extension, and the Director may grant such an extension provided that all other terms of the Agreement are adhered to.
- 7 SUSPENSION OR TERMINATION OF AGREEMENT**
- 7.1 The County may, upon providing written notice to the Contractor, suspend or terminate this Agreement at any time for the convenience of the County, at which time the Contractor shall immediately suspend or terminate Services, as ordered by the County.
- 7.2 In the case of termination, the Contractor shall submit a final invoice within sixty (60) days of receiving notice of termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the date of termination.
- 8 INDEMNIFICATION**
- 8.1 The Contractor shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Contractor, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.
- 9 INSURANCE**
- 9.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 9.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.

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- 9.3 Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 9.4 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 9.1 and 9.2. Contractor shall require all of its subcontractors to provide like endorsements.
- 9.5 Proof of Insurance: Prior to the commencement of any work under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of work under this Agreement.
- 10 MISCELLANEOUS TERMS AND CONDITIONS**
- 10.1 Prohibited Interests: Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 10.2 Independent Contractor: The Parties acknowledge and agree that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **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.**
- 10.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 10.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 10.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 10.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 10.7 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 10.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.
- 10.9 County Policies: The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Contractor shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Contractor to comply with this Subsection. Copies of applicable policies are available upon request or online at <https://humanresources.co.delaware.oh.us/policies/>. The County

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reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.

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

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

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

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

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

7

**RESOLUTION NO. 24-286**

**IN THE MATTER OF APPROVING A PROFESSIONAL CONSULTING SERVICES AGREEMENT WITH PIZZUTI SOLUTIONS, LLC, FOR THE SOCIAL SERVICES ADMINISTRATION FACILITY PROJECT:**

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

**PROFESSIONAL CONSULTING SERVICES AGREEMENT**

(Delaware County Commissioners)

THIS PROFESSIONAL CONSULTING SERVICES AGREEMENT (“Agreement”) is entered into this 11th day of April, 2024 (the “Effective Date”) by and between Pizzuti Solutions LLC, an Ohio limited liability company (“Pizzuti”), and the Delaware County Board of Commissioners (the “Owner”). In consideration of the mutual agreements hereinafter set forth, and for other valuable consideration, it is agreed to by and between the parties as follows:

1. ENGAGEMENT. Subject to the terms and conditions set forth in this Agreement, the Owner hereby agrees to engage Pizzuti, and Pizzuti hereby accepts such engagement, as an independent contractor to serve as consultant and advisor to the Owner in connection with the Project (as defined in Paragraph 2 below) for the period described in Paragraph 2.

2. SERVICES. Pizzuti agrees to assist the Owner in the management and oversight of the construction of a County Social Services Administration facility being developed by the Owner in Delaware County, Ohio (the “Project”). Specifically, Pizzuti agrees to fulfill the scope of services set forth in Exhibit A attached hereto (the “Scope of Services”), and to use its good faith efforts to complete such services in the time frames set forth on Exhibit B attached hereto (the “Schedule of the Work”). Pizzuti will faithfully perform the duties for which Pizzuti is hereby engaged. Pizzuti shall perform the services with the ordinary degree of skill and care that would be used by other reasonably competent consultants and advisors of the same discipline practicing in the same locale and under similar circumstances.

3. COMPENSATION. For services to be rendered to the Owner by Pizzuti pursuant to this Agreement, the Owner agrees to pay to Pizzuti the fees referenced in Exhibit C attached hereto. Pizzuti will be and remain an independent contractor with respect to all services performed hereunder, and assume all risks attendant thereto, and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment insurance, or old age retirement benefits, pension, or annuities, now or hereafter imposed under any state or federal law or regulation, that are measured by the wages or salaries earned, or the work performed under the terms of this Agreement, and further agrees to obey lawful rules and regulations and to meet all lawful requirements which are now, or hereafter, issued or promulgated under said respective laws by any duly authorized state or federal official; and Pizzuti also agrees to indemnify and save harmless the Owner from such contributions or taxes or liability therefore. Pizzuti further certifies that it has five or

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more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code. This certification is made exclusively for purposes of compliance with sections 145.037 and 145.038 of the Ohio Revised Code.

4. EXPENSES. The Owner will reimburse Pizzuti for all direct expenses incurred by Pizzuti within the scope of Pizzuti's engagement hereunder and Pizzuti shall provide an estimate of such expenses prior to such charges being incurred. It is generally anticipated that such expenses shall be limited to travel and transportation and any third-party expenses required for the project and pre-authorized by the Owner.

5. ASSIGNMENT. Neither party hereto may assign this Agreement without the written consent of the other.

6. NOTICES. All notices by either party to the other party will be in writing and served by hand-delivery, U.S. Certified Mail, nationally-recognized courier service, with delivery confirmation, or via email (with a hard copy to follow by one of the other approved methods of delivery above), to the following addresses:

To Pizzuti:	Pizzuti Solutions LLC 629 North High Street Suite 500 Columbus, Ohio 43215 Attn: General Counsel Email: <a href="mailto:aokuley@pizzuti.com">aokuley@pizzuti.com</a>
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To Owner:	Delaware County Board of Commissioners 91 North Sandusky Street Delaware, Ohio 43015 Attn: General Counsel Email: <a href="mailto:ahochstettler@co.delaware.oh.us">ahochstettler@co.delaware.oh.us</a>
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7. INDEMNIFICATION; INSURANCE. Pizzuti shall indemnify and hold free and harmless the Owner and its officials and employees from any and all actual 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, to the proportionate extent caused by any negligent acts, errors or omissions of Pizzuti, 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. Notwithstanding anything herein to the contrary, Pizzuti shall in no event be liable for any incidental, exemplary, consequential, and/or punitive damages. Pizzuti shall maintain general liability insurance and automobile liability insurance in amounts and with limits the Owner may approve through its County Administrator, and the Owner shall be named as an additional insured with respect to all activities under this Agreement on the policies of insurance. Pizzuti shall also maintain workers' compensation insurance as required by the laws of the State of Ohio. Pizzuti shall furnish the Owner 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 Owner, and Pizzuti shall replace certificates for any insurance expiring prior to completion of services under this Agreement.

8. MISCELLANEOUS.

a. This Agreement will be governed by the laws of the State of Ohio. Any and all legal disputes arising under this Agreement shall only be filed in and heard before the Court of Common Pleas of Delaware County, Ohio. This Agreement will be binding upon and inure to the benefit of the Owner and Pizzuti, and their respective permitted successors and/or assigns, as the case may be.

b. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any prior agreements or understandings, whether oral or written, between the parties with respect to the subject matter thereof.

c. Notwithstanding any term or condition in this Agreement to the contrary, in the event litigation is commenced to enforce any term or condition of this Agreement, each party shall bear its own costs and expenses of litigation including reasonable attorneys' fees.

d. Pizzuti's liability to the Owner for any cause or combination of causes under this Agreement is, in the aggregate, limited to an amount no greater than the total compensation paid to Pizzuti under this Agreement.

e. Except as otherwise provided herein with respect to termination, this Agreement may not be terminated, modified, or amended orally or by any course of conduct or usage of trade, but only by an agreement in writing duly executed by the parties.

f. The Owner may, upon written notice as specified in Section 6, suspend or terminate this Agreement at any time for the Owner's convenience, at which time Pizzuti shall immediately suspend or terminate services, as ordered by the Owner. In the case of termination, Pizzuti shall submit a final invoice within sixty (60) days of receiving notice of termination for services completed up to the date of termination. The Owner shall not be liable for payment for services performed after the date of termination.

g. Pizzuti certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.

h. Pizzuti shall comply with the following Owner policies while performing services under this Agreement: Discrimination Policy, Ethics Policy, Contractor Safety Policy, and Drug-Free Workplace Policy. Copies of policies are available upon request or online at <https://humanresources.co.delaware.oh.us/policies/>. The

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Owner reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.

i. If any article, section, portion, subsection or subportion of this Agreement is determined to be unenforceable or invalid, it will not affect the remainder of this Agreement, which will be and remain binding and effective.

**Exhibit A**

**SCOPE OF SERVICES**

**PIZZUTI'S GENERAL RESPONSIBILITIES**

None of the responsibilities outlined herein replace, modify, or relieve other lead construction manager, construction manager at risk, or general contractor for the Project, as applicable (including their sub-contractors) (the "Constructor"), the lead architect, engineer, or other primary design professional for the Project, as applicable (the "Design Professional"), or any other consultants involved with the Project, from their responsibilities as reflected in their respective agreements with the Owner. General responsibilities of Pizzuti include the following:

- Assist the Owner with developing a preliminary schedule and track/update the Project through completion.
- Review a master budget and track/update the Project through completion.
- Provide periodic reports of progress and critical issues.
- Provide timely recommendations, guidance regarding best practices, and program enhancements.
- Assist Owner in determining the preferred construction delivery method and review associated documents as necessary.
- Assist with the procurement of design and general construction services as may be directed by the Owner.
- Assist Owner in keeping the community informed of Project progress.
- Assist Owner with coordinating jurisdiction authorities, as necessary.

Throughout the course of the Project, except as provided otherwise pursuant to the terms of the Agreement, Pizzuti will:

- Serve as the primary contact for all communications between the Owner and its Design Professional, the selected Constructor, and other consultant(s), as applicable, including requests for information from or for actions by the Owner.
- Maintain a working copy of all Project documents and contract documents as received, including change orders and interim directed changes, for Owner's Constructor(s) on the Project, as well as meeting minutes, shop drawings, submittals, drawings and specifications, product data and applications for payment. These copies will in no way serve as official records for the Project, nor will Pizzuti serve as a repository of all such records.
- Perform on-site observations of the progress and quality of the Project so as to be able to report to the Owner on the progress and quality of the work being performed and the services provided by all Project participants in connection with the Project documents (the "Work").
- Attend and participate in Project meetings and report to the Owner on the proceedings.

**DESIGN PHASE SERVICES**

During the design phase of the Project, Pizzuti will provide the following services:

**General Services**

- Assist the Owner in the selection process for a Design Professional and assist in the selection and negotiation of all related contracts.
- Assist the Owner in developing project timelines for the design phase and coordinate the activities of the Owner, the design team, the construction manager, and other consultants. The schedule will show the responsibilities of each party and the proper time spans and sequence of activities based on input from the team.
- Assist the Owner with managing the process for local, state and any other regulatory requirements; assist the design team in securing all necessary permits and required approvals.

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- Assist the Owner in the budgeting, selection, and procurement of all furniture, fixtures, and equipment (“FF&E”) whether by Owner or Constructor.
- Assist the Owner in developing a preliminary project time schedule for the construction phase showing major construction activities, occupancy schedules, and final completion dates.
- Make recommendations to Owner for the purchase of long-lead items to meet project schedule requirements.

**Schematic Design**

- Monitor the development of the schematic design phase for all design disciplines including assisting with obtaining stakeholder input for specific aspects of the design and making necessary recommendations to the Owner.
- Prepare written design review comments and make recommendations for Owner design responses.
- Assist in the development of project estimates for schematic design.
- Assist in value management for alternate methods and systems.
- Assist in securing final approval of schematic design.
- Assist in selection of commissioning agent.

**Design Development**

- Monitor the development of the design development phase for all design disciplines including assisting with obtaining stakeholder input for specific aspects of the design and making necessary recommendations to the Owner.
- Assist the Owner by preparing written design review comments and coordinating design responses.
- Assist in the development of project estimate for the design development phase.
- Assist in value management for alternate methods and systems.
- Assist in securing final approval of design development.

**Construction Documents**

- Monitor the development of the construction documents for all design disciplines including assisting with obtaining stakeholder input for specific aspects of the design and making necessary recommendations to the Owner.
- Assist the Owner by preparing written design review comments and coordinating design responses.
- Assist in value management for alternate methods and systems.
- Assist in the development of final construction budget.
- Assist in securing final approval of construction documents.
- Assist in determining work scope allocation and bid packages with local labor availability.
- Review constructability, methods and materials with Constructor and Design Professional.

*Ongoing Project Communication*

- Services to meet the Owners’ expectations will be developed further in coordination with the Owner team but shall generally include the following: submission of general Project updates as included in monthly reports that focus on project status, key activities and events, budget and schedule updates, and other on-going project activities.

*Budget and Schedule*

- Monitor updated budget and schedule and/or review any updated budget and schedule prepared by others upon the completion of schematic design, design development and construction documents, provide recommendations to the Owner and act upon any directive received from the Owner concerning such updated budget and schedule, including communicating Owner’s approval to the Design Professional and others.
- Monitor budgets for changes including alternate costs and/or review budgets for changes including alternate costs prepared by others, provide recommendations to the Owner and act upon any directive received from the Owner including communicating Owner’s approval.



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- Monitor schedule for procurement of long-lead time items and/or review schedule(s) for procurement of long-lead time items prepared by others which will constitute part of the Work as required to meet the Schedule of the Work; provide recommendations to the Owner and act upon any directive received from the Owner including communicating Owner's approval.
- Prepare cash flow projections for the project for financial planning.

*Bidding and Award*

- Assist the Owner in the selection process for a Constructor and assist in the selection and negotiation of all related contracts.
- Receive and review the Constructor's proposed superintendent(s) and project manager and other key staff, provide a recommendation to the Owner and act upon any directive received from the Owner.
- Work with the Design Professional and others to make necessary modifications to construction documents in the event the Owner elects not to accept a bid or proposal, provide recommendations to the Owner and act upon any directive received from the Owner.
- Review Constructor's compliance with insurance and bonding requirements.
- Assist the Owner in the (1) preparation and award of the Owner and Constructors' agreement(s), and (2) preparation of a Notice of Commencement for the Project.
- Review Project management information systems and reporting procedures.
- Provide Owner with regular reports in a format acceptable to Owner on the cost forecast vs. budget for the Project and advise the Owner on the impact of changes to the budget.

**PROJECT CONSTRUCTION PHASE SERVICES**

During the project construction phase, Pizzuti will provide the following Services for each Project:

*Commencement and Progress of the Work*

- Assist with the Design Professional's review of the Constructor's schedule of values to help determine its accuracy and sufficiency.
- Work with Constructor to coordinate work performed by the Owner with the activities of all forces at the Project worksite (the "Worksite") and agree upon fair and reasonable schedules and operational procedures and monitor and review progress reports.
- Receive and review the Design Professional's and others' comments regarding Constructor submittals, including shop drawings, product data and samples; provide recommendations to the Owner, and act upon any directive received from the Owner.
- Periodically schedule and accompany the Design Professional and others on visits to the Worksite as requested by the Owner, review the Design Professional's Worksite visit reports, and as needed, provide Owner with recommendations in response to such reports.
- Review and monitor the schedule of the Work.
- Quality assurance and compliance. This includes regular site visits, tours and reviews of scheduled work completed. This is anticipated to occur at the end of the day and performed on a regular basis. To be coordinated with Constructor's site superintendent.
- Assist the Owner with the preparation and management of formal acceptance of materials, products and equipment as specified in the completed design plans and specs team by appropriate Design Team and Constructor representatives.
- Assist the Owner with the preparation and management of a Project Issues Log to assist in the tracking and completion of key tasks and milestones as identified at Owner-Architect-Construction Manager meetings.
- Receive and review Constructor's notice of delays in the progress of the Work and Constructor's delay claims, provide recommendations to Owner and act upon any directive received from the Owner.
- Review and advise on the results of testing reports.
- Assist with schedule and coordination of FF&E delivery, installation, and acceptance.

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- Assist with schedule and coordination of technology (i.e., telephone system, copy machines, data, fiber, wireless, computers, security system, etc.) for delivery and installation.
- Assist with planning for partial occupancy, and coordinate all partial occupancy activities, including providing assistance with obtaining applicable permits.
- If requested, monitor enhanced commissioning for equipment acceptance.

*Defective Work, Correction and Testing*

- Receive and review all notices of defects in the Work, provide recommendations to the Owner and act upon any directive received from the Owner.
- With the Design Professional and others, advise Constructor(s) of defective Work to be corrected.
- Advise and provide a recommendation to the Owner regarding Work that may need to be uncovered for inspection, and act upon any directive received from the Owner including directing Constructor(s) to uncover Work for inspection.
- Receive and review Design Professional's and others' recommendations regarding needed testing or inspection procedures for the Work, provide recommendations to the Owner and act upon any directive received from the Owner including communicating Owner's approval to the Design Professional.

*Changes and Claims*

- Receive and review Constructor's request for changes in the Work or claims related to the Project.
- Work with the Design Professional and others to review and process Constructor's(s') requests for changes in the Work or claims related to the Project, advise the Owner of the Design Professional's and others' recommendations, provide recommendations to the Owner and act upon any directive received from the Owner, including communicating Owner's approval to the Design Professional and others and Constructor, and advise the Owner on the impact of changes to the project budget.

*Payment*

- Receive and review applications for payment and forward same to Owner with a recommendation for action, including amount due, adjustments to the payment application and any bases for withholding payment.
- Review Constructor's partial lien and claim waivers for each progress payment as required in the Constructor's agreement with the Owner.

*Substantial Completion*

- Participate in inspections to determine whether Substantial Completion has been achieved by Constructor and assist in preparation of list of items to be completed or corrected in order to achieve Final Completion.
- Receive and review Constructor's proposed certificate of Substantial Completion, provide recommendation to Owner and act upon any directive received from the Owner including communicating Owner's approval.

**PROJECT CLOSE-OUT PHASE SERVICES**

During the project close-out phase, Pizzuti will provide the following Services:

- Coordinate and monitor completion of punch list items.
- Review all documentation provided by Constructor related to Constructor's requirements to achieve Final Completion and receive final payment.
- Participate in any dispute resolution proceedings instituted by the Design Professional, Constructor, or consultants.

**Exhibit B**

**SCHEDULE**

- Commencement Date: The Effective Date, as provided above.
- Term of Engagement: 36 months following the Commencement Date ("Project Term"), subject to revision as necessary to complete the Scope of Services provided in Exhibit A.

**Exhibit C**

**FEE FOR SERVICES**

**Project Fee: \$1,036,800.00**

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- The Project Fee is to be paid in monthly installments of **\$28,800** over the term of the Schedule of Work.
- The Project Fee demonstrates a blended per-hour rate of assigned Pizzuti Associates of approximately **\$153.00** per hour.
- If the Services are completed prior to the end of the anticipated Project Term, the remaining balance of the Project Fee will be paid by the Owner upon receipt of a final invoice.
- The Project Fee is inclusive of all work required to meet the desired Scope of Services and as such any additional staff and/or required hours necessary to complete the proposed project are **INCLUDED**. There will be no additional charges levied to the Owner for items such as project change orders, etc. unless there is a material change in the project program or Owner-approved scope change after a final budget has been established.
- If the schedule for the completion of the Project is extended beyond the proposed Schedule of the Work provided in Exhibit B through no fault of Pizzuti, Pizzuti and Owner each agree that Pizzuti’s work on the Project shall continue on a month-to-month basis until the Scope of Services has been completed. Pizzuti’s fee for such month-to-month extension shall be \$28,800 per month.
- If the Owner desires to include additional services for the Project above the Scope of Services provided in Exhibit A, and such additional services result in a greater than 10% increase in the Project’s budget, the Owner agrees to increase the Project Fee by an amount equal to 4% of the increased budget amount. Both parties acknowledge that increased project costs due to construction escalation related to materials cost, etc. do not constitute a change in scope.

The above-stated Project Fee was generated based on the following assumptions:

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

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**RESOLUTION NO. 24-288**

**IN THE MATTER OF APPROVING THE MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY COMMON PLEAS COURT, JUVENILE DIVISION, AND THE DELAWARE COUNTY PUBLIC DEFENDER'S OFFICE REGARDING FUNDING FOR ATTORNEYS FOR THE JUVENILE DIVISION’S CASA PROGRAM:**

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

WHEREAS, the County Juvenile/Probate Court Judge and Staff recommend approval of the Memorandum of Understanding by and between the Delaware County Board of Commissioners, the Delaware County Common Pleas Court, Juvenile Division, and the Delaware County Public Defender's Office regarding funding for an attorney for the Juvenile Division’s CASA Program;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Memorandum of Understanding by and between the Delaware County Board of Commissioners, the Delaware County Common Pleas Court, Juvenile Division, and the Delaware County Public Defender's Office regarding funding for an attorney for the Juvenile Division’s CASA Program:

**MEMORANDUM OF UNDERSTANDING  
REGARDING FUNDING FOR ATTORNEYS  
FOR THE DELAWARE COUNTY COMMON PLEAS COURT,  
JUVENILE DIVISIONS’ CASA PROGRAM**

This Memorandum of Understanding (“MOU”) is entered into this April 11, 2024 by and between the Delaware County Board of Commissioners (“Board”), whose principal place of business is located at 91 North Sandusky Street, Delaware, Ohio 43015, the Delaware County Common Pleas Court, Juvenile Division (“Court”), whose principal place of business is located at 145 North Union Street, Ground Floor, Delaware, Ohio 43015, and the Delaware County Public Defender’s Office (“Public Defender”), whose principal place of business is located at 10 Court Street, Delaware, Ohio 43015 (individually “Party,” collectively, “Parties”).

1. **PURPOSE:**  
This MOU states the terms and conditions under which the Court will transfer funds to the Public Defender for the Public Defender to contract and pay for the services of independent contractors to serve as attorneys for the Court’s CASA program.
2. **TERM:**  
The term of this MOU shall be effective on and be inclusive of the date the last Party signs this MOU and continue through December 31, 2024, unless otherwise terminated as provided in this MOU.

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**3. RENEWAL:**

This MOU may be renewed for any term as agreed to in writing and signed by the Parties (each a "Renewal Term").

**4. SCOPE OF SERVICES**

The Court will fund independent contractors to serve as attorneys for the Court's CASA program. The Court desires to avoid any conflict of interest or appearance of impropriety. Therefore, upon receipt of an invoice(s) from the Public Defender, the Court will transfer \$25,000 to the Public Defender, for the Public Defender to contract and pay for CASA attorneys.

**A. Court Responsibilities**

- i. Upon receipt of an invoice(s) from the Public Defender, the Court will transfer \$25,000 to the Public Defender, for the Public Defender to contract with independent contractors to serve as attorneys for the Court's CASA program.
- ii. Once transferred, the Court shall have no further responsibility for the use and/or management of the transferred funds, except the Court shall receive signed written documentation from the Public Defender evidencing use of the funds for the intended purpose of paying for contracted attorneys for the Court's CASA program.

**B. Public Defender Responsibilities**

- i. The Public Defender shall use the funds it receives from the Court pursuant to this MOU to contract and pay for the services of independent contractors to serve as attorneys for the Court's CASA program.
- ii. The Public Defender shall be responsible for contracting for attorneys for the Court's CASA program and shall retain all responsibility, control, and management over the contracts and contracted attorneys.
- iii. The Public Defender shall provide the Court the name(s), bar number(s), and address(es) of attorneys contracted for the Court's CASA program.
- iv. The attorneys shall be compensated at a rate not to exceed \$75.00 per hour for both in and out of court services. The Public Defender shall be solely responsible for any difference between this rate and any higher rate of compensation.
- v. The Public Defender shall invoice the Court for the services of the attorneys contracted to serve the Court's CASA program, not to exceed \$25,000.
- vi. The Public Defender shall provide to the Court signed written documentation evidencing use of the funds for the intended purpose of paying for attorneys for the Court's CASA program.
- vii. On termination of this MOU, any remaining unspent balance of the funds shall be immediately returned to the Court.

**5. CONTRACT MAXIMUM**

The maximum amount payable pursuant to this Agreement is \$25,000.

**6. PARTIES RESPONSIBLE FOR THEIR OWN ACTIONS**

The Parties to this MOU are political subdivisions and are unable to indemnify. As a result, the Parties shall be individually and solely responsible for their own negligence, actions, inactions, and/or omissions and/or the negligence, actions, inactions, and/or omissions of their respective board members, officials, officers, directors, employees, agents, representatives, and/or volunteers resulting from the performance of this MOU or otherwise.

In no event shall the Court or Board be responsible for the negligence, actions, inactions, and/or omissions of any attorney contracted for a) with funds provided for by this MOU or b) by the Public Defender.

**7. INSURANCE**

Any attorney while providing services for the Court's CASA program shall, at a minimum, carry and maintain, without lapse, the following insurance:

**A. Commercial General Liability Insurance**, including coverage for bodily injury and/or property damage, with minimum coverage limits of at least one million dollars (\$1,000,000.00) per occurrence, with an annual aggregate of at least two million dollars (\$2,000,000.00).

**B. Professional Liability Insurance** (Errors and Omission Insurance) covering the attorney and his/her employees for services provided pursuant to the contract with the Public Defender with minimum coverage limits of at least one million dollars (\$1,000,000.00) per occurrence, with an annual aggregate of at least two million dollars (\$2,000,000.00).

**C. Workers' Compensation Insurance**, as applicable, as required by Ohio law.

Prior to commencing services, the attorney shall provide to the Public Defender current certificates of insurance for the above required policies of insurance. The insurance company needs to be identified on the certificate(s) of insurance for each insurance policy and coverage. The certificate of insurance shall be signed by a person authorized by the insurance company to bind coverage on its behalf. The Public

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Defender shall retain the certificate(s) of insurance and allow access to them in accordance with Sections 13 and 14 of this MOU.

All insurance must be written by insurance companies licensed to do business in the State of Ohio and in good standing with the Ohio Department of Insurance.

The Parties to this MOU and Delaware County, Ohio ("County") shall all be named as additional insureds on all of the above required policy(ies) of insurance and such designation shall appear on the certificate(s) of insurance.

The attorney shall be responsible for any and all premiums for all required policy(ies) of insurance.

The above required insurance coverage shall be primary insurance as respects the the Parties to this MOU and the County, and any insurance maintained by these Parties will be excess to the above required insurance and shall not contribute to it.

If there is any change in insurance carrier or liability amounts and/or upon renewal, the attorney shall be required to provide the Public Defender with a new certificate(s) of insurance within seven (7) calendar days of change or renewal.

**8. LICENSE**

Any attorney contracted by the Public Defender pursuant to this MOU shall have and maintain throughout the term of the contract all approvals, licenses, certifications, permits, and/or other qualifications or prerequisites ("Licenses") necessary to practice law in the State of Ohio and fully perform the contract. All such Licenses shall be operative and current and shall not have been revoked or be currently suspended for any reason. Proof of such Licenses shall be promptly provided to the Public Defender and/or Court upon request.

**9. TERMINATION**

Except as otherwise stated in this MOU, this MOU may be terminated as follows:

**A. Convenience:**

Any Party may terminate this MOU at any time and for any reason, including, but not limited to, lack of funding, by giving at least 7 days advance notice, in writing, to the other Parties.

The Parties may mutually terminate this MOU at any time and for any reason upon the signed written agreement of the Parties.

**B. Breach or Default:**

Upon breach or default of any of the provisions, obligations, or duties embodied in this MOU, the aggrieved Party may provide written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within a reasonable period of time. If the breach or default is not satisfactorily remedied within the stated period of time, this MOU may, at the election of the aggrieved Party, be immediately terminated. The terminating Party shall provide prompt written notice of the termination to the other Parties.

Termination under this section will relieve the Parties of any and all further obligations under this MOU, except the Public Defender shall be entitled to receive funds from the Court for services of an attorney under contract with the Public Defender, where such services were pursuant to a contract entered pursuant to this MOU, the services were rendered prior to the date of termination, and the Court has funds available for such purpose. The Parties, without limitation, retain all such other and further rights and remedies as are available to them at law or in equity.

**10. WAIVER**

The waiver of any requirement of this MOU or any occurrence of breach or default is not and shall not be interpreted as a waiver of any other requirement or future occurrences of breach or default.

**11. NOTICES**

All notices that may be required by this MOU or by operation of any rule of law must be sent via certified US mail, return receipt requested, by nationally recognized and reputable overnight courier, return receipt requested, by email, read receipt requested, or hand delivered to the following individuals at the following addresses and will be effective on the date sent or hand delivered:

**BOARD**

Tracie Davies  
Delaware County Administrator  
91 North Sandusky Street  
Delaware, Ohio 43015  
Email: [tdavies@co.delaware.oh.us](mailto:tdavies@co.delaware.oh.us)

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**COURT**

Katie Stenman  
Court Administrator  
Delaware County Common Pleas Court  
Juvenile Division  
145 North Union Street, 3<sup>rd</sup> Floor  
Delaware, OH 43015  
Email: [kstenman@co.delaware.oh.us](mailto:kstenman@co.delaware.oh.us)

**PUBLIC DEFENDER**

Carlos Crawford  
Delaware County Public Defender  
Delaware County Public Defender's Office  
10 Court Street  
Delaware, Ohio 43015  
Email: [ccrawford@co.delaware.oh.us](mailto:ccrawford@co.delaware.oh.us)

**12. AUDIT**

The Public Defender agrees to submit to audit and accept responsibility for receiving, replying to, and/or complying with any audit exception by any appropriate federal, state, local, or independent audit authority.

**13. RECORDS RETENTION**

For a minimum of three (3) years after termination of this MOU or any Renewal Term or as otherwise required by any applicable law, regulation, rule, or records retention schedule, whichever requires the longest retention period, the Public Defender shall retain and maintain all books, records, documents, papers, invoices, receipts, payrolls, personnel records, reports, documents and all other information or data relating to all matters covered by this MOU (collectively "Records"). If an audit, litigation, prosecution, or other action (collectively "Action") is initiated during the term of this MOU or any Renewal Term, the Public Defender shall retain and maintain the Records until the Action is concluded and all issues are resolved or the applicable retention period has expired, whichever is later.

**14. ACCESS TO RECORDS**

At any time during regular business hours (M-F, 8:00AM-5:00PM) and with reasonable notice, the Public Defender shall make available to the Board and/or Court or their authorized representatives, at no cost and within a reasonable period of time, any and/or all Records. The Board and/or Court or their authorized representatives shall be permitted to inspect or audit and/or make excerpts, photocopies, and/or transcripts of the Records.

**15. ASSIGNMENT**

This MOU and/or any of the rights or responsibilities it contains may not be assigned or transferred.

**16. SUBCONTRACTING**

Except as provided in this MOU, the Public Defender may not subcontract any portion of this MOU.

**17. DRUG FREE ENVIRONMENT**

The Public Defender agrees to comply with all applicable federal, state and local laws regarding drug-free environment and shall have established and have in place a drug free workplace policy. The Public Defender shall make a good faith effort to ensure that in the performance of this MOU its employees and contractors will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

**18. ANTI-DISCRIMINATION**

The Public Defender warrants and agrees as follows:

- A. That in selecting attorneys to contract with pursuant to this MOU or in the performance of any selected attorney's work, the Public Defender shall not discriminate against any person by reason of race, color, religion, sex, sexual orientation, transgender status or gender identity, age, disability or military status as defined in R.C. § 4112.01, national origin, or ancestry.
- B. The Public Defender shall make a good faith effort to ensure that in the performance of this MOU and providing services as a CASA attorney no contracted attorney discriminates against any person by reason of race, color, religion, sex, sexual orientation, transgender status or gender identity, age, disability or military status as defined in R.C. § 4112.01, national origin, or ancestry.
- C. The Public Defender shall comply with all federal, state, and/or local discrimination laws and shall not discriminate.

**19. GOVERNING LAW AND VENUE**

This MOU will be governed by and interpreted in accordance with the laws of the State of Ohio. Any and

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all legal disputes arising from this MOU will be filed in and heard before an appropriate court in Ohio having proper jurisdiction and venue. The Parties hereby irrevocably consent to that applicable law, venue, and jurisdiction.

**20. HEADINGS**

The subject headings of the paragraphs in this MOU are included for purposes of convenience only and do not affect the construction or interpretation of any of its provisions.

**21. DRAFTING**

This MOU is deemed to have been drafted by all Parties, and no interpretation shall be made to the contrary.

**22. SEVERABILITY**

The provisions of this MOU are severable and independent, and if any provision is unenforceable in whole or in part, the remaining provisions and any partially enforceable provisions, to the extent enforceable, will nevertheless be binding and enforceable.

**23. COUNTERPARTS**

This MOU may be executed in counterparts.

**24. SIGNATURES**

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

**25. NO THIRD PARTY BENEFIT**

The terms and conditions of this MOU are for the benefit of the Parties only. This MOU does not benefit any third parties or give rise to or create any third party rights or causes of action.

**26. CERTIFICATION REGARDING FINDINGS FOR RECOVERY:**

The Public Defender, by signing this MOU, hereby certifies that it is not subject to any current unresolved findings for recovery pending or issued against it by the State of Ohio.

**27. AUTHORITY**

The Court is authorized to enter this MOU by, including, but not limited to, R.C. § 2151.281.

**28. ENTIRE CONTRACT**

This MOU constitutes the entire understanding and agreement between the Parties and supersedes all prior understandings and agreements/contracts, written or oral, relating to the subject matter hereof. It may be amended only in writing with the mutual written and signed consent of the Parties.

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

**9  
RESOLUTION NO. 24-289**

**IN THE MATTER OF APPROVING AN ASSIGNMENT AND ASSUMPTION AGREEMENT WITH 850-870 CORDUROY PROPERTY, LLC:**

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

WHEREAS, the Delaware County Board of Commissioners (the "Board") adopted Resolution No. 17-997, authorizing the execution of a Community Reinvestment Area Agreement by and between the County and Highdev II, LLC to confirm that the Owners within the Creekside Development will be provided with a real property tax exemption for fifteen (15) years for the assessed value of structures constructed at the property; and

WHEREAS, on April 19, 2021, the Board adopted Resolution No. 21-315, approving an assignment and assumption agreement with Corduroy Partners, LLC, which had acquired a portion of the Creekside Development; and

WHEREAS, Corduroy Partners, LLC, has transferred its portion of the Creekside Development to 850-870 Corduroy Property, LLC, which wishes to obtain the benefits of the Community Reinvestment Area agreement as successor of the property and has agreed to enter an assignment and assumption Agreement in accordance with the terms and conditions of the Community Reinvestment Area Agreement as approved in Resolution No. 17-997;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following Assignment and Assumption agreement with 850-870 Corduroy Property, LLC:

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**ASSIGNMENT AND ASSUMPTION AGREEMENT**

This ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is made and entered into by and between the County of Delaware (the "County"), a political subdivision of the State of Ohio; Corduroy Partners, LLC, an Ohio limited liability company (the "Subsequent Property Owner") and 850-870 Corduroy Property, LLC, a Delaware limited liability company (the "Successor"). Except as otherwise provided herein, capitalized terms used herein shall have the same meanings as in the Community Reinvestment Area Agreement between Highdev II, LLC (the "Original Property Owner"), and the County, made effective December 28, 2017 (the "CRA Agreement,") a copy of which is attached hereto as Exhibit A and incorporated herein.

**WITNESSETH:**

**WHEREAS**, pursuant to Ohio Revised Code ("R.C.") Sections 3735.65 through 3735.70 (the "CRA Act"), the County, by Resolution No. 10-1050, adopted by the Board of County Commissioners of the County (the "Board") on August 9, 2010, designated the area specified in the Resolution as the Orange Township Community Reinvestment Area (the "CRA") and authorized real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and

**WHEREAS**, the County, pursuant to Resolution No. 14-918 adopted by the Board on August 18, 2014, amended the CRA under the authority of the CRA Act; and

**WHEREAS**, pursuant to Resolution No. 17-997 adopted on September 25, 2017, the Original Property Owner and the County entered into the CRA Agreement, effective December 28, 2017, concerning the development of a mixed use property with related site improvements, at the Project Site as defined in the CRA Agreement (as particularly described in Exhibit A to the CRA Agreement); and

**WHEREAS**, pursuant to Resolution No. 21-315 adopted on April 19, 2021, the Subsequent Property Owner and the County entered into an Assignment and Assumption Agreement, effective April 19, 2021, whereby the CRA Agreement was assigned to and assumed by, in part, the Subsequent Property Owner; and

**WHEREAS**, by virtue of that certain LIMITED WARRANTY DEED dated as of May 7, 2023 (the "Transfer Instrument"), a copy of which is attached hereto as Exhibit B, the Successor has succeeded on May 9, 2023 (the "Transfer Date") to the interest of the Subsequent Property Owner in all or part of the Project Site or a Building at the Project Site (such transferred property may be referred to hereinafter as the "Transferred Property"); the Transferred Property acquired or leased by the Successor is identified in the Transfer Instrument; and

**WHEREAS**, the Successor wishes to obtain the benefits of the CRA Agreement, and, as agreed in the CRA Agreement, the County is willing to make these benefits available to the Successor on the terms set forth in the CRA Agreement as long as the Successor executes this Agreement.

**NOW, THEREFORE**, in consideration of the circumstances described above, the covenants contained in the CRA Agreement, and the benefit to be derived by the Successor from the execution hereof, the parties hereto agree as follows:

1. From and after the Transfer Date, the Subsequent Property Owner hereby assigns (a) all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Owners with respect to the Transferred Property, and (b) all of the benefits of the CRA Agreement with respect to the Transferred Property. From and after the Transfer Date, the Successor hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Owners with respect to the Transferred Property; and (ii) certifies to the validity, as to the Successor as of the date of this Agreement, of all of the representations, warranties and covenants made by or required of the Owners that are contained in the CRA Agreement. Such obligations, agreements, covenants, restrictions, representations, and warranties include, but are not limited to, those contained in the following Sections of the CRA Agreement: Section 1 ("Project"), Section 4 ("Employee Positions"), Section 5 ("Provision of Information"), Section 7 ("Application for Exemption"), Section 8 ("Payment of Non-Exempt Taxes"), Section 11 ("Certification as to No Delinquent Taxes"), Section 14 ("Non-Discriminatory Hiring"), Section 19 ("Validity"), Section 22 ("R.C. Section 9.66 Covenants"), Section 23 ("Annual Fee"), and Section 24 ("Notice of Vacancy").

2. The County acknowledges through the Transfer Date that the CRA Agreement is in full force and effect and releases the Original Property Owner and the Subsequent Property Owner from liability for any defaults occurring after the Transfer Date with regard to the Transferred Property.

3. The Successor further certifies that, as required by R.C. Section 3735.671(C), (i) the Successor is not a party to a prior agreement granting an exemption from taxation for a structure in Ohio, at which structure the Successor has discontinued operations prior to the expiration of the term of that prior agreement and within the three (3) years immediately prior to the date of this Agreement, (ii) nor is Successor a "successor" to, nor "related member" of, a party as described in the foregoing clause (i). As used in this paragraph, the terms "successor" and "related member" have the meaning as prescribed in R.C. Section 3735.671(C).

4. The County agrees that as to the Transferred Property the Successor has and shall have all entitlements and rights to tax exemptions, and obligations, as both (a) an "Owner" under the CRA Agreement, and (b) in the same manner and with like effect as if the Successor had been an original signatory to the CRA Agreement.



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5. Notices to the Successor with respect to the CRA Agreement shall be given as stated in Section 21 thereof, addressed as follows:

850-870 Corduroy Property, LLC  
c/o IW Agent, LLC  
Two Miranova Place; Suite 900  
Columbus, Ohio 43215

**EXHIBIT A**  
**TO ASSIGNMENT AND ASSUMPTION AGREEMENT**

Copy of CRA Agreement  
(attached hereto)

(Copy available in the Commissioners’ Economic Development Department  
until no longer of administrative value)

**EXHIBIT B**  
**TO ASSIGNMENT AND ASSUMPTION AGREEMENT**

Copy of Instrument Conveying the Transferred Property  
(attached hereto)

(Copy available in the Commissioners’ Economic Development Department  
until no longer of administrative value)

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

**10**  
**RESOLUTION NO. 24-290**

**IN THE MATTER OF APPROVING AMENDMENT NO. 1 TO THE SANITARY SEWER  
SUBDIVIDER’S AGREEMENT FOR CLARKSHAW CROSSING SECTION 1 PHASE A & B:**

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

WHEREAS, the Sanitary Engineer recommends approval of Amendment No. 1 to the Sanitary Sewer Subdivider’s Agreement for Clarkshaw Crossing Section 1 Phase A & B;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the following Amendment No. 1 to the Sanitary Sewer Subdivider’s Agreement for Clarkshaw Crossing Section 1 Phase A & B:

**AMENDMENT NO. 1 TO SUBDIVIDER'S AGREEMENT**  
**CLARKSHAW CROSSING SECTION 1 PHASE A & B**

This Amendment No. 1 to the original Subdivider’s Agreement, which was entered into on March 18, 2024, is made and entered into on April 11<sup>th</sup> 2024, by and between **M/I Homes of Central Ohio, LLC** (the “Subdivider”), and the Delaware County Board of Commissioners (the “County”).

**RECITALS**

WHEREAS, the Subdivider requests a modification to the fees in Section IV of the Original Agreement; and

WHEREAS, the Sanitary Engineer has recommended granting the requested modification;

NOW, THEREFORE, the Subdivider and the County agree to amend the Original Agreement as follows:

**AMENDMENT**

The fees in Section IV of the Original Agreement shall be revised to \$36,710.77 for plan review fees and \$89,154.72 for inspection fees.

All remaining provisions of the Agreement shall continue in full force and effect unless specifically amended herein.

IN WITNESS WHEREOF, the Subdivider and the County have executed this Amendment No. 1 as of the date first written above.

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

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11

**RESOLUTION NO. 24-291**

**IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH  
QUALITY CONTROL INSPECTION, INC., FOR ON-CALL CONSTRUCTION INSPECTION  
SERVICES:**

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

WHEREAS, the Sanitary Engineer recommends approval of an agreement with Quality Control Inspection, Inc., for on-call construction inspection services;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio, hereby approves the following agreement with Quality Control Inspection, Inc.:

**PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into this 11<sup>th</sup> day of April, 2024, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Quality Control Inspection, Inc., 2800 Corporate Exchange Drive, Suite 210, Columbus, Ohio 43231 (“Consultant”), hereinafter collectively referred to as the “Parties”, and shall be known as the “Agreement.”

**1 SERVICES PROVIDED BY CONSULTANT**

- 1.1 The Consultant will provide on-call construction inspection services (the “Services”).
- 1.2 The Consultant shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 The Services are more fully defined in, and shall be rendered by the Consultant in accordance with the Consultant’s Proposal, dated March 13, 2024 (the “Proposal”), which is 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 Sanitary Engineer (“Sanitary Engineer”) as the agent of the County for this Agreement.
- 2.2 The Sanitary Engineer or her designee 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 Consultant, shall supersede all prior understandings and agreements relating to the Services, and may only be modified or amended in writing with the mutual consent and agreement of the Parties.

**4 FEES AND REIMBURSABLE EXPENSES**

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Proposal.
- 4.2 Total compensation under this Agreement shall not exceed Fifty Thousand Dollars and Zero Cents (\$50,000.00) without subsequent modification.
- 4.3 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the Services.

**5 NOTICES**

- 5.1 “Notices” issued under this Agreement shall be served in writing by U.S. Certified Mail on the Parties to the attention of the individuals listed below. The Parties may use electronic communication for the purposes of general communication; however, e-mail shall not be used to transmit Notices.

Sanitary Engineer:

Name: Delaware County Sanitary Engineer’s Office  
Attn: Nathan Givens  
Address: 1610 State Route 521, Delaware, Ohio 43015  
Telephone: (740) 833-2240  
Email: ngivens@co.delaware.oh.us

Consultant:

Name of Principal in Charge: Rick Capone

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Address of Firm: 2800 Corporate Exchange Drive, Suite 210  
 City, State, Zip: Columbus, Ohio 43231  
 Telephone: (614) 898-0900  
 Email: rcapone@qcigroup.com

**6 PAYMENT**

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

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

- 7.1 The Consultant shall commence Services upon written order from the Sanitary Engineer and shall complete the Services no later than December 31, 2025.
- 7.2 Consultant shall not proceed with any "If Authorized" tasks 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 Consultant 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 Consultant shall immediately suspend or terminate Services, as ordered by the County.
- 8.2 In the case of termination, the Consultant shall submit a final invoice within sixty (60) days of receiving Notice of termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the date of termination.

**9 CHANGE/ADDITIONS IN SCOPE OF SERVICES**

- 9.1 In the event that 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 take effect if approved in a writing signed by both Parties in accordance with Section 3.1.

**10 OWNERSHIP**

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

**11 CHANGE OF KEY CONSULTANT STAFF; ASSIGNMENT**

- 11.1 The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or sub-consultants assigned to the Services as contemplated at the time of executing this Agreement.
- 11.2 The Consultant 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 Consultant shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Consultant, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

**13 INSURANCE**

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- 13.1 General Liability Coverage: Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.2 Automobile Liability Coverage: Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.3 Workers' Compensation Coverage: Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.4 Professional Liability Insurance: Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the Preliminary Engineering services hereunder plus three (3) years following any additional services provided for Final Engineering, services during construction, or other professional services, providing such insurance is readily available at reasonable prices. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 13.5 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 13.1 and 13.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 13.6 Proof of Insurance: Prior to the commencement of any Services under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of Services under this Agreement.
- 14 MISCELLANEOUS TERMS AND CONDITIONS**
- 14.1 Prohibited Interests: Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 14.2 Independent Contractor: The Parties acknowledge and agree that Consultant is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Consultant also agrees that, as an independent contractor, Consultant assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. Consultant hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.
- 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

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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: Consultant 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 Consultant shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Consultant shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing Services under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Consultant to comply with this Subsection. Copies of applicable policies are available upon request or online at <https://humanresources.co.delaware.oh.us/policies/>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.
- 14.10 Drug-Free Workplace: The Consultant agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Consultant shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the Services being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 14.11 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of Services under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the Services to which the Agreement relates.

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

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

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

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

## 11

### ADMINISTRATOR REPORTS

**CA Davies** – Thanks to EMA Department for providing a safe environment for the Solar Eclipse.

**DCA Huston and Attorney Hochstettler** – Nothing to report.

## 12

### COMMISSIONERS' COMMITTEES REPORTS

**Mr. Benton** – Announced that the Master's Golf Tournament starts today. Thankful for EMA and all County Departments for their roles in the Eclipse. He attended a DCFA Meeting on 04/09/24 and lots of projects are moving along. He will be attending a groundbreaking event later today.

**Mrs. Lewis** – Thankful for EMA and everyone's efforts during the eclipse. She will be attending a Zoom call tomorrow with Ohio One.

**Mr. Merrell** – Attended the Main Street Delaware event. He wanted to clear up rumors and thank everyone with the involvement of the 40 dogs rescued in Delaware County.

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13

RESOLUTION NO. 24-292

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

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

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

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

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

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

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

Section 1. The Board hereby adjourns into executive session for consideration of Promotion and Compensation of a Public Employee or a Public Official.

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

14

RESOLUTION NO. 24-293

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

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

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

There being no further business, the meeting adjourned.

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

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

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

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