

**COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 8, 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. 24-276**

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD APRIL 4, 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 4, 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. 24-277**

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR 0405:

It was moved by Mr. Benton, seconded by Mrs. Lewis, to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR 0405 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
(P2501269) Advantage	Children's Services	22511607-5348	\$30,100.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R2402826	LIBERTY TWP FIRE DEPT	2024 EMS RUNS	10011303 - 5345	\$440,281.20

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

**4
RESOLUTION NO. 24-278**

IN THE MATTER OF AWARDING A BID AND APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND THE SHELLY COMPANY FOR 2024 DEL – COUNTY ROAD IMPROVEMENT PROJECTS:

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

2024 DEL-County Road Improvement Projects, Bid Opening March 26, 2024

WHEREAS, as the result of the above referenced bid opening, the Engineer recommends that a bid award be made to The Shelly Company, the low bidder for the project; and

WHEREAS, the County Engineer recommends approval of the contract between the Delaware County Commissioners and The Shelly Company for 2024 DEL-County Road Improvement Projects;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners awards the bid to and approves the contract with The Shelly Company for the 2024 DEL-County Road Improvement Projects as follows:

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CONTRACT

THIS AGREEMENT is made this 8th day of April, 2024 by and between The Shelly Company, 80 Park Drive, PO Box 266, Thornville, Ohio 43076, hereinafter called the “Contractor” and the Delaware County Commissioners, hereinafter called the “Owner”.

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

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project named “2024 DEL-County Road Improvements Program”, and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed Three Million One Hundred Fifty Thousand Three Hundred Seventy-Nine Dollars and Two Cents (\$3,150,379.02) subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

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

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

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

5

RESOLUTION NO. 24-279

IN THE MATTER OF APPROVING THE SPECIFICATIONS AND ESTIMATE, AND SETTING THE BID DATE, FOR THE PROJECT KNOWN AS DEL-2024 DESIGN BUILD BRIDGE PACKAGE PROJECT:

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

WHEREAS, the County Engineer has prepared specifications and an estimate for the project known as DEL-2024 Design Build Bridge Package Project;

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

Section 1. The Board hereby approves the specifications and estimate for the project known as DEL-2024 Design Build Bridge Package Project.

Section 2. The County Engineer is authorized to advertise for and receive bids on behalf of the Board in accordance with the following:

**Public Notice
Advertisement for Bids**

Bids shall be submitted electronically through the www.bidexpress.com web service until 10:00 am on Tuesday, May 21, 2024, at which time they will be publicly received and read aloud, for the project known as:

**DEL-2024 Design Build
Bridge Package Project**

All proposals shall be submitted electrically through the web service 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 one (1) year Maintenance/Performance Bond is required for this project in the amount of one hundred percent (100%) of the total project cost.

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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. 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 and may be accessed by selecting “Public Notices and Bids.”

The Owner requires that all work associated with the project be completed before December 1, 2024. The estimated commencement of work date is June 3, 2024.

Please see work restriction dates listed in the proposal notes.

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: April 20, 2024

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

**6
RESOLUTION NO. 24-280**

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

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

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

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

PERMIT#	APPLICANT	LOCATION	TYPE OF WORK
UT2024-0084	AT & T	KILLARNEY CT	ROAD BORE
UT2024-0085	FISHEL	WORTHINGTON, LEWIS CENTER AND ROME CORNERS RD	DIRECTIONAL BORE

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

**7
RESOLUTION NO. 24-281**

IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND MONTROSE GROUP, LLC FOR ECONOMIC DEVELOPMENT SERVICES:

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

WHEREAS, the Director of Economic Development recommends approval of a professional services agreement between the Board of Delaware County Commissioners and Montrose Group, LLC, for Economic Development Services;

NOW, THEREFORE, BE IT RESOLVED that the Board of Delaware County Commissioners hereby approves, and authorizes the County Administrator to execute, the professional services agreement between the Board of Delaware County Commissioners and Montrose Group, LLC, for Economic Development Services, as follows:

**PROFESSIONAL SERVICES AGREEMENT
Economic Development Services**

This Agreement is made and entered into on April 8, 2024, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Montrose Group, LLC, 100 East Broad Street, Suite 2320, Columbus, Ohio 43215 (“Consultant”), hereinafter collectively referred to as the “Parties.”

1 SERVICES PROVIDED BY CONSULTANT

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- 1.1 The Consultant will provide general economic development and public policy consulting 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 engagement letter dated March 26, 2024 (the "Proposal"), which is attached hereto as Exhibit A and, by this reference, fully incorporated into this Agreement.

2 SUPERVISION OF SERVICES

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Economic Development Director as the agent of the County for this Agreement.
- 2.2 The Economic Development Director 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, and the total compensation under this Agreement shall not exceed \$48,000.00 without subsequent modification of this Agreement in accordance with Section 3.1.
- 4.2 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 in accordance with the Proposal.
- 5.2 Invoices shall be submitted to the Economic Development Director by the Consultant on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices, and the Consultant shall promptly submit documentation as needed to substantiate said invoices.
- 5.3 The County shall pay invoices within thirty (30) days of receipt.

6 NOTICE TO PROCEED; COMPLETION OF SERVICES; TERMINATION

- 6.1 The Consultant shall commence Services as directed by the Economic Development Director and shall complete the Services in accordance with the Proposal. This Agreement shall terminate upon the completion of the Services as set forth in the Proposal, unless terminated earlier in accordance with the Proposal.
- 6.2 The County may terminate this Agreement upon written notice given in accordance with the termination clause stated in the Proposal.
- 6.3 In the case of termination, the Consultant shall submit a final invoice within sixty (60) days of the notice of termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the effective date of termination.

7 CHANGE IN SCOPE OF SERVICES

- 7.1 In the event that significant changes to the scope of 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 not be effective unless and until approved in a writing signed by both Parties.

8 OWNERSHIP

- 8.1 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.
- 8.2 The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed reports and any other tangible written or electronic work produced in accordance with the Agreement.

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- 8.3 This section does not require unauthorized duplication of copyrighted materials.
- 9 CHANGE OF KEY CONSULTANT STAFF; ASSIGNMENT**
- 9.1 The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff assigned to the Services as contemplated at the time of executing this Agreement.
- 9.2 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.
- 10 INDEMNIFICATION**
- 10.1 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.
- 10.2 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 breach of contract, infringement of any right to use, possess, or otherwise operate or have any owned, protected, licensed, trademarked, patented, non-patented, and/or copyrighted software, product, service, equipment, invention, process, article, or appliance manufactured, used, or possessed in the performance of the Agreement and/or in providing the Services, to the extent caused by any act, error, or omission 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.
- 11 INSURANCE**
- 11.1 Minimum Coverage: Consultant shall maintain general and automobile liability insurance policies in such amounts as the Economic Development Director determines will reasonably protect the County and Consultant.
- 11.2 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.
- 12 MISCELLANEOUS TERMS AND CONDITIONS**
- 12.1 Assignment: Neither party may assign or transfer this Agreement without the prior written consent of the non-assigning party.
- 12.2 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.
- 12.3 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 (5) or more employees and that its employees are not public employees as contemplated in Chapter 145 of the Revised Code.
- 12.4 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.
- 12.5 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.
- 12.6 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

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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.

- 12.7 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.
- 12.8 Findings for Recovery: Consultant certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 12.9 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.
- 12.10 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 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 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.
- 12.11 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.
- 12.12 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.

(Attachment: Engagement Letter)

March 26, 2024

Ms. Tracie Davies
Administrator
Delaware County
Historic Courthouse
91 North Sandusky Street
Delaware, Ohio 43015

Dear Tracie:

At your request, The Montrose Group, LLC ("Montrose") is pleased to present Delaware County (the "County") with a professional services agreement for economic development and public policy consulting services ("this Agreement"). Montrose looks forward to working with you and will do our best to provide quality consulting services in a responsive, efficient manner. Fundamental to a sound relationship is a clear understanding of the terms and conditions upon which we

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will be providing consulting services. Accordingly, the purpose of this letter is to clarify and confirm these terms and conditions.

Scope of Work. Delaware County unveiled its five-year economic development strategic plan in December 2023. The strategic plan brings new focus to a variety of traditional and innovative approaches in economic development. Special attention to target industries, entrepreneurship, strategic growth corridors, workforce development programming, planning and zoning for the future, as well as critical infrastructure needs and quality of life initiatives all play a role. The Five Pillars of the Plan include Organizational Support, Diverse and Resilient Economy, Real Estate and Redevelopment, Core Infrastructure, and Quality of Life. Montrose Group has developed a scope of work to assist the County with its economic development efforts to implement the strategic plan, as laid out by the Five Pillars.

Pillar 1: Organizational Support.

Incentive Policy: Montrose will assist the County Economic Development team in developing an Incentive Policy. A review of best practices, competitive analysis of local incentive utilization in the region, and assessment of future development opportunities, as well as obtaining key stakeholder feedback will all be part of the support for the policy.

Special entities: Montrose Group will assist the County in marketing the services of the CIC and ESID.

Pillar 2: Diverse & Resilient Economy.

Existing Business and Attraction: Montrose will continue to work with the county to create unique opportunities to engage with real estate brokers, industrial developers, and site selection consultants that focus on the targeted industries identified in the County's strategic plan. Montrose will coordinate and facilitate meetings with these groups and work with the County and its partners to organize presentations about opportunities in Delaware County. Montrose will collaborate with the County to develop target industry marketing.

Workforce Development: Montrose will continue to assist the County with the establishment of its new workforce development initiative. This will include identifying best practices from other successful programs, participating in introductory stakeholder meetings and general support and planning for the formal launch in the spring of 2024. Montrose will attend workforce meetings and help facilitate the development of focused programming aligned with the identified workforce development needs of the County.

Retail 2.0: Montrose will work with the County ED Staff to find a retail consulting firm to develop a retail analysis that identifies areas of opportunity for retail growth, potential retailers to attract to the market and will create a campaign to attend ICSC and engage with national retail developers and brokers.

Entrepreneurship: Montrose will work with the County to create a Rural Ag-Tech entrepreneurship initiative.

Pillar 3: Real Estate and Redevelopment.

Priority Growth Corridors. Montrose will provide support in the development of six priority growth corridors identified in the strategic plan. This can include working through what type of zoning overlays would be required, highest and best use analysis and a density analysis of workforce.

Site Development: Montrose will assist with site authentication and certification programs, and perform economic impact analysis studies related to each site.

Pillar 4: Core Infrastructure

Utility support: Montrose will assist the County in planning discussions with external utility providers to better understand infrastructure availability and future capacities.

Advanced Manufacturing Districts: Montrose will conduct a best practices study of Advanced Manufacturing Districts and make recommendations for consideration by the County.

Pillar 5: Quality of Life

Parks: Montrose will assess Preservation Parks current and future plans as well as any township trail plans and provide a highest and best use assessment of areas that connect to the trails as well as an economic impact analysis to guide the County in economic development around trails and parks.

Other scope as needed: Economic development impact analysis, incentive analysis and modeling. Montrose will provide an analysis of the terms and conditions and fiscal impact of proposed economic development incentives, including tax abatements, tax increment financing districts (TIF), new community authority (NCA), and JEDDs to the County. This analysis will include a return-on-investment analysis that will ensure that Delaware County receives a positive return from economic development incentives including tax abatements, TIF, NCA, and JEDD. Montrose will provide economic impact analyses of development projects including using economic modeling software such as ESRI and IMPLAN. Montrose will provide economic development incentive financial modeling of proposed developments to determine the value of tax abatement, TIF, NCA, and JEDD and to fund public infrastructure improvements for the projects. Montrose will work with the County to determine and model the economic development incentives that should be used for development projects, and how they will benefit the county and the project. Montrose will work with the County to benchmark its economic development incentives against other counties in Central Ohio to determine the competitiveness and effectiveness of its economic development incentives. Montrose will also provide advice on additional economic development incentives, including grants and loans that the County may want to implement to retain and attract jobs and capital investment.

Montrose will not be engaged to write or advocate for state and/or federal funding applications or lobbying on behalf of Delaware County on any matter. Montrose and Delaware County both acknowledge that the list of tasks above will be an on-going work projects that may not be completed in 2024 during the term of this agreement.

Professional Undertaking. Nate Green, Partner and Director of Economic Development, Ryan Scribner, Director of Public-Private Partnerships, and Harrison Crume, Manager of Economic Development will have primary responsibility for this project. Other professionals may be added to the assignment. As Montrose is a consulting firm, this representation will not include any legal services. We understand that our representation will be of the County as an entity, and not of its individual

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members, managers, or officers. We will look solely to you for instructions regarding both the consulting services to be performed, as well as the resolution of any issues that may arise in the course of such services.

Confidentiality. Montrose acknowledges that all Work Product, including, developed ideas, concepts, know-how, knowledge, techniques, tools, approaches, and methodologies which may be reflected in any presentations, reports, or other deliverables, provided by Montrose in connection with this agreement, including all work-in-progress are confidential and proprietary to the County and may be disclosed only with the express permission of the County. Montrose agrees that all information of the County received by Montrose during or through Montrose's performance under this agreement shall be considered the confidential information of the County. The obligations of Montrose under this section shall survive the termination of this Agreement.

Conflicts. Montrose has reviewed its arrangements with other entities and warrants that Montrose does not and shall not during the term of this agreement have any conflict of interest with respect to the County or this agreement. The County agrees Montrose may represent other companies or organizations on corporate site location, economic development advisory, economic development planning, and local, state, and federal government, university, regional venture capital funding and other project funding development services and that this representation shall not constitute a conflict of interest by Montrose. The terms of this agreement which relate to confidentiality, privilege, ownership and use, limitations of liability and indemnification, non-solicitation and payment obligations shall survive its expiration or termination.

Economic Development Consulting Fees. The County shall pay Montrose a monthly fee of \$4,000.00 to provide economic development and public policy consulting services under the terms and conditions set forth herein ("Retainer Fee"). Montrose is not entitled to, and shall not be paid, any additional costs or expenses under this Agreement, other than the Retainer Fee, for services performed under this Agreement. This term of this Agreement shall begin on the date executed below and end one year later, unless terminated earlier by the County. The County may terminate this Agreement at any time, for any reason or no reason at all, upon 30-days' written notice to Montrose. Montrose shall send the County an invoice, which details the work that Montrose performed the previous month, who from Montrose performed the work, and when the work was performed, by the 10th of each month.

Compliance with Laws. Montrose shall comply with and be bound by all applicable laws and regulations, including but not limited to laws and regulations relating to the payment of commissions, ethical business conduct and anti-corruption. Montrose hereby represents and warrants that neither it nor any of its employees nor anyone else acting on its behalf has made, nor will they make, directly or indirectly, any payment, loan or gift (or any offer, promise or authorization of any such payment, loan or gift) of any money or anything of value to or for the use of any private businessmen, commercial organization or foreign officials.

General. This agreement supersedes all prior oral and written communications between the County and Montrose and may be amended, modified or changed only in writing when signed by both parties. No term of this agreement will be deemed waived, and no breach of this agreement excused, unless the waiver or consent is in writing signed by the party granting such waiver or consent. Both parties each acknowledge that it may correspond or convey documentation via Internet e-mail and that neither party has control over the performance, reliability, availability, or security of Internet e-mail. Therefore, neither party will be liable for any loss, damage, expense, harm or inconvenience resulting from the loss, delay, interception, corruption, or alteration of any Internet e-mail due to any reason beyond reasonable control. This agreement shall be governed by and construed in accordance with the laws of the State of Ohio without giving effect to conflict of law rules. If any portion of this agreement is found invalid, such finding shall not affect the enforceability of the remainder hereof, and such portion shall be revised to reflect the parties' mutual intention. This agreement shall not provide third parties with any remedy, cause, liability, reimbursement, claim of action or other right in law or in equity for any matter governed by or subject to the provisions of this agreement.

Conclusion. We are pleased to have the opportunity to provide consulting services to the Delaware County. We request that you review this letter carefully and, if they comport with your understanding of our respective responsibilities, please let us know.

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

**8
ADMINISTRATOR REPORTS**

CA Davies – Gave recognition to the Delaware County EMA Department for their readiness for the Eclipse.

**9
COMMISSIONERS' COMMITTEES REPORTS**

Mr. Merrell – Gave thanks to all County employees for their preparedness of today's events.

Mrs. Lewis – Gave thanks to 911, EMA, Law Enforcement all departments for the preparedness of the Eclipse.

Mr. Benton – Gave thanks to all County staff for eclipse preparedness. He attended a CEBCO Meeting on 04/05/24, a MORPC Meeting on 04/04/24 and will be attending the Main Street dinner on 04/11/24.

There being no further business, the meeting adjourned.

Jeff Benton

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Barb Lewis

Gary Merrell

Jennifer Walraven, Clerk to the Commissioners