

**COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 15, 2024**

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

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

**1  
RESOLUTION NO. 24-553**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JULY 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 July 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. 24-554**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR 0712, MEMO TRANSFERS IN BATCH NUMBERS MTAPR 0712:**

It was moved by Mr. Benton, seconded by Mrs. Lewis, to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR 0712, memo transfers in batch numbers MTAPR 0712 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b>			
(P2401271) Buckeye Ranch	Childrens Services	22511607-5348	\$7,005.00
(P2400972) GOTCO	Land and Buildings	10011105-5328	\$11,900.00
(P2400888) PNC	911	21411306-5201	\$8,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R2403867	KOHL'S DEPARTMENT STORES	PRC SCHOOL CLOTHES	22411602 - 5348	\$ 150,000.00

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

**4  
RESOLUTION NO. 24-555**

**IN THE MATTER OF APPROVING THE REVOLVING LOAN FUND ADMINISTRATION AGREEMENT BETWEEN DELAWARE COUNTY AND THE STATE OF OHIO, DEPARTMENT OF DEVELOPMENT:**

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

WHEREAS, the Director of Finance recommends approving the Revolving Loan Fund Administration Agreement between Delaware County and the State of Ohio, for 2024 through 2026;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the Revolving Loan Fund Administration Agreement in the following form:

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State  
of  
Ohio

**Community Development Block Grant Program  
Revolving Loan Fund Administration Agreement**

This Economic Development Revolving Loan Fund (“RLF”) Administration Agreement (“Agreement”) is made and entered into by and between the Ohio Department of Development (“Grantor”) and Delaware County Board of Commissioners (“Grantee”), UEIN S23XDUCXT3L9, for the period beginning Jan. 1, 2024 (the “Effective Date”) and ending Dec. 31, 2026 (the “Termination Date”).

**Background Information**

- A. Grantor, through its Office of Community Infrastructure (“OCI”), administers the federal Community Development Block Grant (“CDBG”) program for the State of Ohio.
- B. Grantee has been determined to be an eligible recipient of CDBG funds and Grantee has been awarded CDBG funds from the Grantor to finance eligible activities that may generate Program Income as defined herein.
- C. Grantor has permitted the establishment of Economic Development RLFs within local political subdivisions to meet the primary development goals of:
  1. Encouraging the expansion and stability of the economic base of the designated area of the Economic Development RLF.
  2. Encouraging increased employment opportunities, particularly for low- and moderate- income (LMI) persons in designated areas of the Economic Development RLF.
  3. Supporting community development initiatives with activities that benefit low- and moderate- income persons and aid in the prevention or elimination of slums or blight.
- D. Grantor desires to have Grantee administer an Economic Development RLF using the CDBG Program Income and Grantee desires to administer an Economic Development RLF using the CDBG Program Income for the purposes stated above.
- E. Grantee has adopted a Resolution or Ordinance authorizing the execution of this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**Statement of The Agreement**

1. **Economic Development Revolving Loan Fund Capitalization.** Grantee shall deposit all Economic Development Program Income into an Economic Development RLF account held by the Grantee.
2. **Definitions.**
  - a. Economic Development RLF is a separate fund established for the purpose of accounting for Program Income and of carrying out the specific activities designated in OCI’s Program Income Policies and Procedures Manual, available on OCI’s Technical Assistance website (<https://development.my.site.com/OCDTA/s/article/Revolving-Loan-Fund-Program-Information>), which, in turn, generate payments to the fund (“RLF Funds”) for the continued use in carrying out the same activities.
  - b. Economic Development Program Income is defined as gross income received by the recipient directly generated from the use of Ohio State-administered CDBG program funds for economic development, downtown revitalization, and microenterprise business development activities.
  - c. CDBG Economic Development RLF Consolidation. Grantee shall consolidate all existing Economic Development RLF, Downtown RLF, and Microenterprise RLF accounts into an Economic Development RLF Account held by the Grantee.
3. **RLF Plan and Use of Funds.** Grantee has adopted an RLF plan that includes the policies and procedures established by Grantor in the OCI Program Income Policies and Procedures Manual. The plan must include any designated administrative agent, an established board structure, loan review criteria, and procedures for workouts, delinquencies, and defaults. Grantee shall use the RLF Funds solely for the stated purposes set forth in this Agreement, OCI’s Program Income Policies and Procedures Manual, the local RLF plan, and the current Ohio Consolidated Plan,

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which can be found here: <https://development.ohio.gov/community/community-resources/ohio-consolidated-plan>

4. **Project Approvals.** Grantee shall submit to Grantor an RLF loan or grant approval request for each project being considered for RLF assistance. Grantee must receive Grantor's written approval prior to the commencement of the Grantee's local RLF project.
5. **National Objective Requirements.** Grantor will review the approval request to determine if the project meets a CDBG National Objective. Written approval from Grantor must be received prior to the local RLF issuing approval for the project.
6. **Subrecipient Agreements.** Except under circumstances subject to Policy Notice 20-04: Use of Subrecipients for Public Services Activities, Grantee shall not sub-grant or sub-loan the Economic Development Program Income funds to any other local political jurisdiction or non-profit agency. Grantee may contract with a non-profit agency to administer the RLF Funds, but the funds are to remain with the Grantee in the Revolving Loan Fund Account. If there is a change in the designated administrative agent of the RLF Funds, it is the responsibility of the Grantee to notify OCI within 15 days of any change in status of the designated administrative agent.
7. **Accounting of RLF Funds.** RLF Funds shall be deposited and maintained in a separate interest-bearing fund account upon the books and records of Grantee (the "Account"). Grantee shall keep all records of the Account in a manner that is consistent with generally accepted accounting principles. All disbursements from the Account shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure.
8. **Reporting Requirements.** Grantee shall submit RLF Status Reports to Grantor no more than 30 days after notification of the RLF Status Report request. RLF Status Reports may include but are not limited to the following: program income; program activities; and program outcomes.
9. **Compliance with General CDBG Requirements.** Grantee shall comply with all applicable provisions of the statutes, rules, regulations, and guidelines as passed by Congress or promulgated by the Secretary of the Department of Housing and Urban Development (HUD).
10. **Compliance with Environmental Requirements.** Grantee shall comply with the provisions of 24 CFR Part 58, Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities, for all activities funded with Economic Development Program Income.
  - a. If Grantee proposes to commit Economic Development Program Income to an OCI grant-funded activity for which it is the responsible entity, the environmental procedures associated with the OCI grant shall fulfill the environmental requirements for the Economic Development Program Income. Grantee does not submit separate Request for Release of Funds and/or Certification documentation to Grantor for the Economic Development Program Income, and Grantor does not issue a Project Specific Release of Funds Respecting Environmental Grant Conditions for the Economic Development Program Income.
  - b. For any other eligible use of Economic Development Program Income, Grantee must prepare environmental review records, publish any applicable public notices, and submit Request for Release of Funds and/or Certification documentation to Grantor for the aggregated activity assisted with Economic Development Program Income. Grantee may not commit Economic Development Program Income or initiate project work until Grantor issues a Project Specific Release of Funds Respecting Environmental Grant Conditions for the Economic Development Program Income.
11. **Acquisition and Relocation.** Grantee shall comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementing regulations set forth in 24 CFR 570.488 and 24 CFR Part 42 as they apply to the activities covered by this Agreement. Grantee shall comply with the process established under the Anti-Displacement and Relocation Plan.
12. **Term of the Agreement.** This Agreement shall begin on the Effective Date and shall terminate on the Termination Date, unless otherwise modified pursuant to Section 29 (f) herein. At least 60 days prior to the Termination Date, Grantor will determine if the Grantee continues to have the capacity to administer the RLF Funds based on the performance of the Grantee and its designated administrative agent. Grantor shall promptly notify Grantee in writing of a determination questioning administrative capacity. Grantor reserves the right to determine if the

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State of Ohio will renew the Agreement to allow the Grantee to administer the RLF, have the Grantee close out the RLF by executing a CDBG Closeout Agreement or recapture the RLF Funds.

13. **Records, Access, and Maintenance.** Grantee shall establish and maintain for at least three years from the expiration of this Agreement, all direct information and such records as are reasonably related to the administration of an RLF as set forth in the OCI [Program Income Policies and Procedures Manual](#). Both parties further agree that records required by the Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between the Grantor and the Grantee shall be maintained for the time needed for the resolution of said question and that in the event of early termination of this Agreement as provided in Section 20 of this Agreement, or if for any other reason the Grantor shall require a review of the records related to the RLF Funds, the Grantee shall, at its own cost and expense, segregate all such records related to the RLF Funds from its other records of operation.
14. **Inspections.** At any time during normal business hours upon three days prior written notice and as often as Grantor may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, Grantee shall make available to Grantor, and to appropriate state agencies or officials, for examination, all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit Grantor to audit, examine and make excerpts or transcripts from such records.
15. **Audits.**

The Grant Funds shall be audited according to the requirements of 2 CFR 200. In addition, Grantee must follow the guidelines provided in the OCI Financial Management Rules and Regulations Handbook. The Grantee shall submit to the Federal Audit Clearinghouse (FAC) and make available for public inspection a copy of the single audit, data collection form, and reporting package as described in 2 CFR 200 within the earlier of 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period. No later than seven days following submission to the FAC, the Grantee must notify Grantor at [singleaudit@development.ohio.gov](mailto:singleaudit@development.ohio.gov) that the single audit was submitted to the FAC. A copy of the audit report may be attached but is not required.
16. **Equal Employment Opportunity.** Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee will take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee will, in all solicitations or advertisements for employees placed by or on behalf of Grantee, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee will incorporate the requirements of this paragraph in all of its respective contracts for any of the work for which the Grant Funds are expended (other than subcontracts for standard commercial supplies or raw materials), and Grantee will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.
17. **Prevailing Wage Rates and Labor Standards.** In the commission of any Project(s) wherein federal funds are used to finance construction work as defined in the Code of Federal Regulations (CFR) Title 29, Part 5 to the extent that such activity is subject to the Davis-Bacon Act (40 United States Code (U.S.C.) 3141 to 3148, as amended), all laborers and mechanics employed by contractors or subcontractors on any such construction work assisted under this Agreement shall be paid the wages that have been determined by the U.S. Secretary of Labor to be the wages prevailing for the corresponding classes of laborers and mechanics employed on project(s) of a character similar to the contract work in the civil subdivision of the state wherein the work is to be performed. In addition, all laborers and mechanics employed by contractors or subcontractors on such construction work assisted under this Agreement shall be paid overtime compensation in accordance with the provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701 to 3708. Furthermore, Grantee shall require that all contractors and subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable federal and state laws and regulations.
18. **Build America, Buy America.** The grantee certifies that it will comply with the Build America, Buy America provision of the Infrastructure Investment and Jobs Act of 2021 and the regulations at **41 U.S.C. §8303**, to the greatest extent feasible:
  - a. Every contract for the construction, alteration, or repair of any public building or public work in the United States in which total federal assistance exceeds \$250,000 shall contain a provision that in the performance of the work the contractor, subcontractors, material men, or supplies shall use only:

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- i. Unmanufactured articles, materials, and supplies that have been mined or produced in the United States.
      - ii. Manufactured articles, materials, and supplies that have been manufactured in the United States substantially all from articles, materials, or supplies mined, produced, or manufactured in the United States.
    - b. It will comply with the following domestic preference requirements on a phased implementation schedule according to HUD's Phased Implementation Waiver 6331-N-10A:
      - i. **Effective July 1, 2023:** All iron or steel items used in covered projects must be produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occur in the United States.
      - ii. **Effective July 1, 2024:** All manufactured products used in covered projects must be produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product.
      - iii. **Effective July 1, 2025:** All construction materials used in covered projects must be manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.
- 19.** Section 3. The grantee certifies that it will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 75, and will follow the prioritization of effort outlined in §75.19:
- a. **Employment and training.**
    - i. To the greatest extent feasible, and consistent with existing federal, state, and local laws and regulations, Grantee shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located.
    - ii. Where feasible, priority for opportunities and training described in the above paragraph should be given to:
      - 1. Section 3 workers residing within the service area or the neighborhood of the project.
      - 2. Participants in YouthBuild programs.
  - b. **Contracting.**
    - i. To the greatest extent feasible, and consistent with existing federal, state, and local laws and regulations, Grantee shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.
    - ii. Where feasible, priority for contracting opportunities described in the above paragraph should be given to:
      - 1. Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project.
      - 2. YouthBuild programs.
- 20.** **Use of Federal Grant Funds.** Grantee acknowledges that this Agreement involves the use of federal funds and as such, is subject to audit by the agency of the United States Government granting the funds to Grantor for the purposes of performing the work and activities as listed in the Grantee's RLF project report forms and in conformance with OCI's Program Income Policies and Procedures Manual and the local RLF plan. Grantee shall fully reimburse Grantor for any cost of Grantee which is disallowed by said federal agency and which must be refunded thereto by Grantor.

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21. **Property and Equipment Purchases.** All items purchased by Grantee are and shall remain the property of Grantee, except if Grantor exercises its right to terminate this Agreement pursuant to paragraph 20, in which case all property and equipment purchased by Grantee with any Grant Funds herein awarded shall revert to Grantor. Grantee shall provide for the security and safekeeping of all items obtained through this Agreement.
22. **Termination.** Grantor may immediately terminate this Agreement by giving reasonable written notice of termination to Grantee for any of the following occurrences:
- a. Failure of Grantee to fulfill in a timely and proper manner any of its obligations under this Agreement.
    - i. Failure of Grantee to submit any report required by this Agreement that is complete and accurate.
    - ii. Failure of Grantee to use the Grant Funds for the stated purposes in this Agreement.
    - iii. Cancellation of the grant of funds from HUD.
  - b. Early Termination: Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor (ii) admits Grantee's inability to pay its debts as such debts become due, (iii) Grantee commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for 60 days, (v) Grantee fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employee benefits plan, or (vi) Grantor has reason to believe Grantee has ceased operations at the Project location. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the Effects of Termination under Section 21 of this Agreement.
  - c. Grantor reserves the right to suspend the administration of the RLF at any time for failure of the Grantee or its designated administrative agent to administer the local RLF in compliance with the OCI's [Program Income Policies and Procedures Manual](#) which is not attached but incorporated herein by reference. Throughout this Agreement, Grantee and any designated administrative agent must continue to demonstrate administrative capacity in the administration of the RLF. Failure to accurately report on the RLF Funds could result in Grantor placing the RLF Funds on hold or recapturing the RLF Funds. Grantor also reserves the right to request the RLF Funds be returned to the State of Ohio upon failure to comply with the OCI [Program Income Policies and Procedures Manual](#).
23. **Effects of Termination.** Within 60 days after termination of Agreement, Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to Agreement, which shall become the property of Grantor, unless otherwise directed by Grantor. After receiving written notice of termination, Grantee shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section, Grantee shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.
24. **Forbearance Not a Waiver.** No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights hereunder.
25. **Conflict of Interest.** No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of their functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, considering the personal interest disclosed, their participation in any such action would not be contrary to the public interest. Additional information found in OCI 15-07: Resolving a Potential Conflict of Interest.
26. **Liability.** Unless Grantee is an Ohio political sub-division and can prove to Grantor that it is self-insured, Grantee shall maintain liability and property insurance to cover actionable legal claims

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for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents and subcontractors. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

- 27. Adherence to State and Federal Laws and Regulations.**
- a. General.** Grantee shall comply with all applicable federal, state and local laws in the performance of Grantee's obligations under Agreement, the completion of the Project and the operation of the Project as long as Grantee has any obligation to Grantor under Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations.
  - b. Ethics.** Grantee, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflicts of interest laws including, without limitation, ORC Section 102.01 et seq., Sections 2921.01, 2921.42, 2921.421, 2921.43, and 3517.13(I) and (J), and (2) will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the Ohio ethics and conflict of interest laws, is in itself, grounds for termination of Agreement and the grant of funds made pursuant to Agreement and may result in the loss of other contracts or grants with the State of Ohio.
- 28. Outstanding Liabilities.** Grantee represents and warrants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any amount to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other amount to the State, a state agency or a political subdivision of the State that are past due, whether or not the amounts owed are being contested in a court of law.
- 29. Falsification of Information.** Grantee affirmatively covenants that it has made no false statements to Grantor in the process of obtaining this award of the Grant Funds. If Grantee has knowingly made a false statement to Grantor to obtain this award of the Grant Funds, Grantee shall be required to return all the Grant Funds immediately pursuant to ORC Section 9.66(C) (2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to ORC Section 9.66(C) (1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC 2921.13(F)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than 180 days.
- 30. Public Records.** Grantee acknowledges that Agreement and other records in the possession or control of Grantor regarding the Project are public records under ORC Section 149.43 and are open to public inspection unless a legal exemption applies.
- 31. Miscellaneous.**
- a. Governing Law.** Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect, and performance.
  - b. Forum and Venue.** Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to Agreement shall be brought only in a court in Columbus, Ohio.
  - c. Entire Agreement.** This Agreement, including its exhibits and documents incorporated

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into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of Agreement.

- d. Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
- e. Notices.** All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.
- i. In the case of  
Grantor, to: Attn:  
Deputy Chief  
Office of Community Infrastructure  
Ohio Department of Development  
77 South High Street, P.O. Box 1001 Columbus, Ohio 43216-1001
  - ii. In the case of Grantee, to:  
Delaware County Board of  
Commissioners 101 N Sandusky St  
Delaware, OH 43015
- f. Amendments or Modifications.** Either party may at any time during the term of this Agreement request amendments or modifications, as described in the applicable State of Ohio Consolidated Plan Submission. Requests for amendment or modification of Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Project(s). Should the parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.
- g. Pronouns.** The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.
- h. Headings.** Section headings contained in Agreement are inserted for convenience

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

**5**

**RESOLUTION NO. 24-556**

**IN THE MATTER OF RANKING PROFESSIONAL DESIGN FIRMS FOR THE DELAWARE COUNTY  
CARNEGIE BUILDING/9-1-1 CENTER RENOVATIONS:**

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 four statements of qualifications from professional design firms for the Delaware County Carnegie Building/9-1-1 Center renovations; 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.; 2 – Schooley Caldwell; and 3 – Star Consultants, Inc.:

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

Section 1. The Board hereby ranks the following professional design firms for the Delaware County Carnegie Building/9-1-1 Center renovations: 1 – DLZ Architecture, Inc.; 2 – Schooley Caldwell; and 3 – Star Consultants, Inc.

Section 2. The Board hereby authorizes and directs the County Administrator and the review committee to enter into contract negotiations with the firm ranked most qualified to perform the required services, pursuant to section 153.69(B) of the Revised Code.

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

**6  
RESOLUTION NO. 24-557**

**IN THE MATTER OF AUTHORIZING THE PURCHASE OF STATION ALERTING AND AUTOMATION SYSTEM FOR THE USE OF THE DELAWARE COUNTY EMERGENCY MEDICAL SERVICES DEPARTMENT AND APPROVING AN AGREEMENT WITH HONEYWELL INTERNATIONAL, INC.:**

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

WHEREAS, the Delaware County Board of Commissioners (the “Board”) has before it a request from the Delaware County Emergency Medical Services Department to expend county monies for the purchase of a station alerting and automation system; and

WHEREAS, seven EMS stations and one co-located station in the Delaware County fleet shall be outfitted with the system; and

WHEREAS, the Porter Kingston Fire District wishes to participate in the outfitting of the entire building that Porter Kingston Fire District and Delaware County Medic 6 jointly occupy; and

WHEREAS, the Board is a member of Savvik Buying Group’s cooperative purchasing program (the “Program”), and the station alerting and automation system is available for purchase through the Program, in accordance with section 9.48 of the Revised Code, via US Digital Designs and Honeywell International, Inc.;

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

Section 1. The Board hereby authorizes the purchase of the station alerting and automation system for the use of the Delaware County Emergency Medical Services Department at the total cost of \$348,205.25.

Section 2. The purchase authorized herein shall be in accordance with Program Bid #10345 and US Digital Designs Quote Number, OH\_DELE002 dated May 2, 2024 (the “Quote”), which are hereby approved and incorporated by reference.

Section 3. Delaware County EMS is authorized to invoice the Porter Kingston Fire District \$15,000.00 as a financial contribution to the project.

Section 4. The Board hereby approves the purchase order to Honeywell International, Inc., for the purchase authorized herein from 42311453/5450.

Section 5. The Board hereby approves the Quote and the following End User’s Acknowledgment and Agreement:

**END USER’S ACKNOWLEDGMENT AND AGREEMENT**

This End User’s Acknowledgment and Agreement (“EUAA”) is made by and between Honeywell International Inc., through its US Digital Designs group (“USDD”), with its principal place of business at 1835 East Sixth Street, Suite 27, Tempe, Arizona 85288 and the following entity (“End User”):

Delaware County Board of Commissioners  
For and on behalf of Delaware County EMS  
10 Court Street  
Delaware, OH 43015  
Attn: Director Jeff Fishel, MSHA, NRP  
Telephone: (740) 833-2193  
Email: jfishel@co.delaware.oh.us

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1. **Recitals:**
  - a. Eagle County Health Service District, dba Eagle County Paramedic Services (“Principal Procurement Agency”) entered into an Agreement on or about June 1, 2022 (the “Purchase Agreement”) for the purchase of “Products” and “Services” (as defined below) manufactured and sold by US Digital Designs, Inc., which agreement is made available by its terms for use by End User.
  - b. Honeywell International Inc. acquired US Digital Designs, Inc., which assumed all rights, responsibilities and duties under the Purchase Agreement effective January 1, 2023.
  - c. End User has or intends to issue a Purchase Order to USDD under the terms of the Purchase Agreement for the acquisition of USDD Products and Services.
  - d. In order to fulfill a Purchase Order under the Purchase Agreement, USDD requires the receipt from End User’s acknowledging and agreeing to USDD’s provisions regarding (i) the “Warranty” (as defined below), (ii) USDD’s retention of all rights to its “Intellectual Property” (as defined below), (iii) the software license set forth herein, (iv) the terms of installation, technical specifications, and scopes of work, and (v) other terms and conditions necessary to facilitate and govern the transaction (collectively “Contingencies”). This EUAA is intended to provide that acknowledgement and agreement.
  - e. End User desires to purchase the Products and Services described in the “Quote” (as defined below) through the Purchase Agreement and in accordance with the provisions of this EUAA.
  - f. Therefore, in order to satisfy the Contingencies and facilitate the transaction, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, USDD and End User hereby agree as follows:
2. **Definitions.** For purposes of this EUAA, the following terms shall have the following meanings:
  - a. “Additional Services” means any and all services performed by USDD at the instruction or request of End User through its authorized personnel, including any Engineering Services that are not specifically included in the “Scope of Work” (as defined below).
  - b. “Communications Gateway” means the pair of redundant servers used as the master communications hub for the System as set forth in the Quote.
  - c. “Dispatch Customer” means any fire district, department, station, or other agency for which End User provides dispatch services.
  - d. “Engineering Services” means engineering or project management services performed by USDD’s employees, agents or contractors directly related to planning and documenting the layout, design, project schedule, installation, and functionality of the System as a whole and at each individual installation site.
  - e. “GaRI Audio Interface” means the proprietary USDD VoiceAlert Radio Hardware component integrated into the Communications Gateway.
  - f. “Hardware” means a physically tangible electro-mechanical system or sub-system and associated documentation provided to End User by USDD, provided however, that Hardware shall not include any televisions, monitors, iPads or computer tablets manufactured by third parties.
  - g. “Intellectual Property” means any and all rights of USDD related to USDD’s products, Software, and Hardware, existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all derivative works, work product, applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide.
  - h. “Products” means the Hardware, Software and other tangible goods, equipment, supplies and components included in the Quote.
  - i. “Quote” means the document attached as Exhibit A.
  - j. “Scope of Work” means the document attached at Exhibit B. Scope of Work excludes any goods or services to be provided under the Service Agreement. The Scope of Work applies only to the Products and Services included in the Quote.
  - k. “Service Agreement” means the document attached as Exhibit C.

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- l. “Services” means the installation, configuration, startup, testing, training, and other services set forth in the Scope of Work as limited by the Quote.
- m. “Software” means software programs, including embedded software, firmware, executable code, linkable object code, and source code, including any updates, modifications, revisions, copies, documentation, and design data that are licensed to End User by USDD under this Agreement.
- n. “Station Controller” means the CPU and related computer components (i.e., USDD’s ATX model) to be installed at each fire station as described in the Quote.
- o. “System” means all Hardware and Software purchased by End User through the Purchase Agreement or directly from USDD under any contract, purchase order, or arrangement that is used exclusively by End User as part of its fire station alerting system, including without limitation the “PO’s” (as defined below), provided however, that the term “System” specifically excludes any components, hardware, or software provided by third parties, including without limitation End User’s computers, lap tops, computer peripherals, monitors, televisions, routers, switches, operating systems, computer programs, applications, internet and network connections, and any other parts or items not provided to End User directly by USDD. System also excludes any consumer electronics purchased through USDD (such as televisions purchased for use as monitors or signs, iPads, computer tablets, monitors and like merchandise).
- p. “VoiceAlert Radio” means the Software that controls the GaRI Audio Interface and functionality of the optional radio alert system.
- q. “Warranty” means the New System Warranty attached as Exhibit D.

Undefined technical terms, specifications and acronyms used throughout this EUAA shall have the meanings generally attributed to them in the fire station alerting industry.

- 3. **Products and Services.** Upon receipt of a Purchase Order (“PO”) from End User for Products and Services described in the Quote, USDD will provide the Products and perform the Services pursuant to the terms of this EUAA and the Purchase Agreement. The Quote is subject to correction for errors and omissions, including the omission of any excise, use, or transaction levy, use fees, access fees, programs fees, audit fees, or other costs or reductions to the purchase price imposed by any code, statute, rule, regulation, executive order or program not specifically included as a line item in the Quote. Upon delivery to End User’s site, End User shall bear all risk of loss or damage to any Products occurring thereafter.
- 4. **Invoices and Payment.**
  - a. All Products and Services identified in the Quote are being purchased by End User through the Purchase Agreement.
  - b. USDD shall invoice End User directly for (i) any Products and Services delivered to or performed for End User (ii) all Additional Services, and (iii) all Products provided to End User that are not identified in the Quote on a monthly basis. All invoices shall be due and payable within thirty days of receipt in United States currency, free of exchange, or any other charges.
  - c. Invoices unpaid for 30 days are subject to interest at 18% per annum.
- 5. **Design and Installation Services.**
  - a. Within 30 days after the execution of this EUAA or USDD’s receipt of End User’s PO, whichever is later, the parties shall participate in a project meeting at a place and in a manner as shall be reasonably convenient (“Project Meeting”). End User will use its best efforts to have all necessary representatives of its Dispatch Customers present at the Project Meeting.
  - b. Either party may elect to participate in the Project Meeting remotely via video or telephone conference.
  - c. USDD will provide a proposed project schedule for discussion at that time or otherwise consult with End User and its Dispatch Customers regarding development of a project schedule.
  - d. Thereafter, USDD and End User will collaborate to plan and document the layout, and installation protocols for each individual installation site and finalize the project schedule (collectively the “Design Phase”) consistent with the Quote and the Statement of Work.

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- e. End User shall issue its authorization to proceed with delivery of the Products and Services set forth in the Quote within 5 days of completion of the Design Phase.
  - f. Upon issuance of End User's authorization to proceed, no changes will be made to the design of the System except upon written change order.
  - g. Any installation of station-level Product must be performed by a G2 Certified Installation contractor ("G2 Installer"). End User may contract for installation directly with USDD, in which case USDD may markup G2 Installer's installation quote to cover costs to supervision and manage the installation; or End User may contract directly with the G2 Installer. Installation by anyone other G2 Installer shall void any Product Warranties.
6. **Subsequent Purchases.** At any time during the term of the Purchase Agreement, End User may purchase additional Products and Services, through the Purchase Agreement by issuance of a PO incorporating the terms of this EUAA.
7. **Training.** Pursuant to a mutually agreed upon schedule, USDD shall provide training as set forth in the Scope of Work for the price stated in the Quote. Except as otherwise set forth in the Quote, all additional training provided by USDD shall be charged at the hourly rates applicable under the MPA, plus reasonable costs and expenses incurred by USDD related to the training. Reasonable costs and expenses shall include air fare, lodging, meals, ground transportation, shipping, document reproduction, and other reasonably necessary costs and expenses related to the training. No additional training shall be provided until the parties have executed an agreement setting forth the scope, cost, and schedule for the additional training.
8. **Acceptance of Station Installation.** Upon substantial completion of installation at each fire station and at the End User's dispatch center, USDD or its subcontractor shall prepare and deliver to End User a written request for End User's acceptance of the installation ("Request for Acceptance"). Upon presentation of the Request for Acceptance, End User shall inspect the station installation and (i) accept the installation as presented, or (ii) accept the installation subject to completion of specified tasks necessary for the installation to comply with the Scope of Work ("Punch List"); or (iii) reject the installation by written notice to USDD specifically identifying the defects and deficiencies of the installation that are not in compliance with the Scope of Work ("Rejection Notice"). If End User accepts the installation subject to a Punch List, the installation shall be deemed materially complete. The Punch List shall specifically identify each task or item that is not in compliance with the Scope of Work and proposed dates for completion, which in all instances shall be reasonable, but not less than 10 days. Thereafter, USDD shall address all Punch List items in a timely and reasonable fashion and the installation shall be deemed complete and accepted. If End User rejects the installation the Rejection Notice shall specifically identify each defect, deficiency, task or item that is not in compliance with the Scope of Work and proposed dates for completion, which in all instances shall be reasonable, but not less than 10 days. Thereafter, USDD shall cause the installation to comply with the Scope of Work and submit a second Request for Acceptance.
9. **System Acceptance Testing.** Within 60 days of the date the entire System installation is substantially complete and basic functionality has been demonstrated to the System Administrator, USDD and End User shall jointly develop a written acceptance testing procedure ("ATP") and commence a test of the System ("Acceptance Test") consistent with the ATP. The ATP shall be based on the System standards and criteria set forth in the Scope of Work and the final configuration of the System as actually installed. Failure of the End User to participate in the development of the ATP and to jointly perform the Acceptance Test with USDD in good faith shall constitute End User's irrevocable acceptance of the System. Upon successful completion of the Acceptance Test, including correction by USDD of any defects or deficiencies identified during the Acceptance Test period, End User shall provide USDD with a "Certificate of Completion" in a form acceptable to USDD. If End User believes the Acceptance Test was unsuccessful, and if End User has complied with all "End User Obligations" (as defined below), End User may within seven days of the date on which the Acceptance Test is complete, provide USDD with written notice specifying the standards or criteria not met ("Failure Notice"). If within 30 days of the Failure Notice, USDD has not caused the System to meet the standards and criteria set forth in the Failure Notice, End User may pursue its remedies under the MPA and this EUAA. Failure of End User to provide a timely Failure Notice shall constitute End User's irrevocable acceptance of the System.
10. **Warranty.** USDD warrants and guarantees its Products and Services subject to the terms and limitations set forth in the Warranty. The End User's rights and remedies with respect to Products and Services found to be defective in material or workmanship shall be limited exclusively to the rights and remedies set forth in the Warranty.

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11. **Service and Support Option.** Upon expiration of the “Warranty Period” (as defined in the Warranty), End User may elect to purchase certain support and maintenance services on the terms and conditions set forth in the Service Agreement, executed contemporaneously herewith. Under the terms of the Service Agreement End User shall have four one-year options to purchase certain support and maintenance services directly from USDD (each a “Service Option”). The compensation to be paid to USDD under the Service Agreement is the “Annual Fee” (as defined in the Service Agreement). USDD may invoice End User for the Annual Fee as set forth in the Service Agreement. End User shall have no obligation to pay the invoice for the Annual Fee unless it elects to exercise its Service Option as set forth in the Service Agreement. After the expiration of the Warranty Period, USDD shall have no obligation to provide the services set forth in the Service Agreement unless and until End User exercises the Service Option and pays the Annual Fee. The Principal Procurement Agency is not a party to the Service Agreement. The Service Agreement is a separate contract entered into directly between USDD and End User and is not in any way part of or governed by the Purchase Agreement.
12. **Intellectual Property.** End User hereby agrees and acknowledges that USDD owns all rights, title, and interest in and to the Intellectual Property. End User agrees to not remove, obscure, or alter USDD’s or any third party’s copyright notice, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through USDD’s products. Nothing herein shall be deemed to give, transfer, or convey to End User any rights in the Intellectual Property other than the license to use the Software, as set forth below.
13. **License.** At all times that End User is in compliance with the terms of this EUAA and the Purchase Agreement, End User shall have a non-exclusive, non-transferable, fully paid license to use the Software in conjunction with the System.
14. **Insurance.**
  - a. USDD shall maintain such insurance as required below for claims which may arise out of, or result from, USDD’s operations under this EUAA or Purchase Agreement, whether such operations are by USDD or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.
  - b. USDD shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued evidencing such coverage to the End User throughout the term of this Agreement:

Commercial General Liability Insurance with limits of \$5,000,000 per occurrence, \$5,000,000 general aggregate, \$5,000,000 products and completed operations total limit, and \$5,000,000 personal injury and advertising liability. End User shall be additional insured under the Commercial General Liability Insurance.

Workers’ Compensation and Employer’s Liability with Workers’ Compensation limits as required by the State of Arizona and Employer’s Liability limits.

Workers’ Compensation coverage as required by the laws of the State of Ohio, to the extent USDD is subject thereto.
  - c. USDD has or shall submit the Certificates of Insurance evidencing coverage as specified above. Notwithstanding the foregoing, if after submission of the Certificate of Insurance End User authorizes USDD or its contractors to proceed with the performance of this Agreement, it shall be conclusively presumed and determined that the insurance described in the Certificates of Insurance is in full compliance with the requirements set forth above, and such requirements shall be deemed revised and amended to require only the coverages provided in the Certificate of Insurance. These terms are effective and shall be controlling whether the Certificate of Insurance is provided before or after the date of this EUAA.
15. **Authorized Support Contacts.** In order to facilitate USDD’s delivery of the Services, Customer shall appoint a minimum of one and a maximum of three contact people who are each authorized to make use of the support services (“Authorized Contacts”). The Customer must ensure that the Authorized Contacts have adequate expertise and experience to make an accurate description of malfunctions to make it possible for USDD to handle reports efficiently. Customer is responsible to select those personnel for this task who are suitable for it by means of training and function, and who have knowledge of Customer’s network, hardware, and software systems. The Authorized Contacts must also have completed USDD product training.

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At least one Authorized Contact should be available to assist USDD as needed during the support process. Authorized Contacts are responsible for coordinating any actions needed by Customer's personnel or contractors including obtaining additional information from field or dispatch personnel, data network or communications system troubleshooting, and physical inspection or actions on the System components.

16. **Customer Facilitation of Services.** Customer will be responsible for providing the following:
- a. The provision of remote access to the System, as more specifically described in Section 18 below;
  - b. The procurement and/or provision of all computers, peripherals, and consumables (collectively "Customer Equipment"), including printer paper, toner and ink necessary for the operation, testing, troubleshooting, and functionality of the of the System;
  - c. Any configuration and regular maintenance that is normally undertaken by the user or operator as described in the operating manual for the Customer Equipment, including the replacement of UPS batteries as necessary;
  - d. Providing a stable means of data transmission between the System Gateway and each fire station serviced by the System necessary for the installation, testing and functionality of the of the System; such means of data transmission may include, but is not limited to, TCP/IP, data modems, leased lines, radios, etc;
  - e. The correct use of the System in accordance with USDD's operating instructions; and
  - f. The security and integrity of the System.
17. **Remote Access.** USDD requires remote network access to the Customer's System, including its Communications Gateways, Station Controllers, and other USDD-supplied equipment through Secure Shell (SSH) to perform implementation and support tasks under this Agreement. To enable this the Customer will provide USDD support personnel VPN or similar remote network access to the System for USDD support personnel ("Customer Support") to effectively troubleshoot critical or complex problems and to expedite resolution of such issues. Remote network access is also used to install core System software upgrades and customized software. USDD will only access Customer's System with the knowledge and consent of Customer.
- a. **Alternative to Network Access.** If the Customer elects not to provide remote network access to the System, then USDD may not be able to perform some support functions. Customers that elect not to routinely provide network access may temporarily reinstate this access to allow USDD to perform the above services. The following services will not be performed without this access:
    - System software upgrades
    - System software customization
    - Network troubleshooting assistance including packet capture and network monitoring on USDD devices
    - Detailed log analysis
    - Bulk updates to System database tables
    - Troubleshooting that requires low-level system access or large file transfer
  - b. **Timely Access.** Customers must ensure that remote access is available prior to notifying USDD of a support request. In the event that the Customer is unable to provide remote access, USDD will not be required to provide support outside those tasks that do not require remote access, and any corresponding resolution response times will not apply.
  - c. **Physical Security Tokens.** USDD has multiple software engineers that provide after-hours support and these engineers do not typically take security tokens from the USDD office. If the customer requires the use of physical security tokens this may delay after hours service.
18. **Termination**
- a. **By End User.** If the Purchase Agreement, any PO, or this EUAA is canceled or terminated by End User or the Principal Procurement Agency for any reason other than USDD's breach, End User shall immediately pay USDD for all work in progress, Services rendered, all inventoried or ordered Products, and all other costs incurred by USDD related to this transaction.

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- b. By USDD. If End User refuses or fails to perform any of its obligations in accordance with this EUAA or the Purchase Agreement, USDD shall provide written notice thereof to End User (“Default Notice”). The Default Notice shall specifically describe the nature of the alleged failure and demand that End User cure such failure within a specified reasonable time period, which in the event of a failure to make timely payment shall be 10 days, and in all other events shall not be less than 30 days (“Cure Period”). If End User fails to cure the failure within the Cure Period, such failure shall be deemed a default under this EUAA. In such event, USDD shall have the right to terminate this EUAA by written notice to End User, and End User shall immediately pay USDD for all work in progress, Services rendered, all inventoried or ordered Products, and all other costs incurred by USDD related to this transaction.
- c. For Failure to Complete Design Phase. If the parties cannot complete the initial Design Phase within 30 days of the initial Project Meeting, either party may terminate this EUAA by written notice to the other. In such event, End User shall immediately pay USDD for all work in progress, services rendered, all inventoried or ordered Products, and all other costs incurred by USDD related to this transaction.
19. **Assignment.** The Parties shall not assign in whole or in part this EUAA without the prior written consent of the other Party, which consent may not be unreasonably withheld. Notwithstanding the foregoing, USDD may freely transfer its rights under this EUAA in the event of a sale of all or substantially all of its assets or stock. Additionally, USDD may subcontract any or all of the Installation and Products manufacturing.
20. **Governing Law; Venue.** This EUAA shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this EUAA shall only be filed in and heard before the courts of Delaware County, Ohio.
21. **Notices.** Whenever any provision of this EUAA requires the giving of written notice, it shall be deemed to have been validly given if delivered (i) in person, (ii) by registered mail, postage pre-paid, (iii) by a nationally recognized overnight courier service, or (iv) electronically via facsimile copy or email, provided that the sender obtains confirmation of transmission, to the following:
- For the End User:  
 Name: Jeff Fishel  
 Title: Director of EMS  
 Address: 10. Court St Delaware, OH 43015  
 Address 2:  
 Phone: 740-833-2193  
 Email: [jfishel@co.delaware.oh.us](mailto:jfishel@co.delaware.oh.us)
- For USDD:  
 Honeywell International Inc., through its US Digital Design group  
 Attn:  
 1835 East 6th Street, Suite 27  
 Tempe, Arizona 85288  
 Phone: (602) 687-1730  
 Email:
22. **Headings and Usage.** The headings, captions, and section numbers contained herein are provided for convenience only and are not part of the terms of this EUAA. When the context of the words used in this EUAA indicate that such is the intent, words in the singular shall include the plural, and vice versa, and the references to the masculine, feminine or neuter shall be construed as the gender of the person, persons, entity or entities actually referred to require.
23. **Waiver.** No failure or delay, in any one or more instances, to enforce or require strict compliance with any term of this EUAA shall be deemed to be a waiver of such term nor shall such failure or delay be deemed a waiver of any other breach of any other term contained in this EUAA.
24. **Execution in Counterparts.** This EUAA may be executed in counterparts, all of which taken together shall be deemed one original. The date of this EUAA shall be the latest date on which any party executes this EUAA.
25. **Entire Agreement.** This EUAA contains the entire understanding between the parties, and supersedes any prior understandings and agreements between or among them with respect to the subject matter hereof. This EUAA supersedes and replaces the “terms and conditions” section set forth in the

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Quote, if any. This EUAA may not be amended, altered, or changed except by the express written agreement of the parties. The terms of this EUAA shall take precedence over any conflicting terms in any PO or the Purchase Agreement.

- 26. **Joint Effort.** This EUAA has been drafted through the joint efforts of the parties and shall not be construed against any party on the basis that such party is the drafter of this EUAA or any term thereof. The Parties represent and warrant to each other that each Party has had the opportunity to review this Contract with counsel of its own choosing, that each Party has either reviewed this Contract with counsel or has elected to forego such review, and that no Party shall deny the validity of this Contract on the grounds that the Party did not understand the nature and consequences of this Contract or did not have the advice of counsel.
  
- 27. **Savings Clause.** In the event any part, provision, or term of this EUAA is deemed to be illegal or unenforceable, this EUAA shall be construed as if such unenforceable part, provision, or term had not been included herein. Such illegal or unenforceable part, provision, or term shall be deemed revised to the extent necessary to cure its defect and such revision and the remainder of the EUAA shall be and remain in full force and effect.
  
- 28. **End User Representative.** The undersigned representative of End User hereby represents and warrants that s/he has the authority to bind End User and that the execution, delivery and performance by End User under this EUAA will not violate the provisions of any law, rule, regulation or policy, and will not conflict with or result in the breach or termination or constitute a default under any agreement or instrument to which End User is a party.
  
- 29. **Incorporation of all Recitals and Exhibits.** All recitals, exhibits, addenda, schedules and other documents referenced herein and attached hereto are hereby fully incorporated and made a part hereof by this reference as if the terms and content thereof had been fully set forth in the body of this EUAA.
  
- 30. **Third Party Beneficiaries.** Except as otherwise expressly set forth herein, this Contract does not and is not intended to confer any rights, benefits or remedies upon any person or entity other than the Parties.
  
- 31. **Additional Acts and Documents.** Each Party hereto agrees to do all such things and take all such actions and to make, execute and deliver such other documents and instruments as shall be reasonably requested by the other Party to carry out the provisions, intent and purposes of this EUAA.

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

7  
**ADMINISTRATOR REPORTS**

**CA Davies** – Nothing to report.

**DCA Huston** – Nothing to report.

8  
**COMMISSIONERS' COMMITTEES REPORTS**

**Commissioner Benton** – will be attending the community studies with ODOT this week.

**Commissioner Lewis** – met with the Preservation Parks Director to discuss upcoming projects. She also met with the Director of the Mental Health Addiction and Recovery Board.

**Commissioner Merrell** – Nothing to report.

9  
**RESOLUTION NO. 24-558**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT, DISMISSAL AND DISCIPLINE OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL AND FOR COLLECTIVE BARGAINING:**

It was moved by Mr. Benton, seconded by Mrs. Lewis, 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

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session and only at a regular or special meeting for the sole purpose of the consideration of any of the matters specified in section 121.22(G)(1)-(7) of the Revised Code; and

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

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

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

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

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

Section 2. The Board hereby adjourns into 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.

Section 3. The Board hereby finds and determines that the information listed in Section 2 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.

Section 4. The Board hereby finds and determines that the executive session held pursuant to Section 2 is necessary to protect the interests of an applicant for economic development assistance or the possible investment or expenditure of public funds to be made in connection with the economic development project.

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

**RESOLUTION NO. 24-559**

**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. Merrell Aye                      Mr. Benton Aye                      Mrs. Lewis Aye

There being no further business, the meeting adjourned.

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

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

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