

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

PR Number	Vendor Name	Line Description	Account	Amount
R2505232	B & K LEHNER EXCAVATING LLC	LOWER BIG WALNUT TRUNK SEWER PROJECT -	66711900 - 5415	\$ 7,400.00
R2505252	SOIL & WATER CONSERVATION DISTRICT	DITCH PETITION CHARGES	10011102 - 5328	\$ 26,072.34
R2505253	COMMISSIONERS	BUELL #542 DITCH PETITION CHARGES	40311489 - 5328	\$ 193.97
R2505253	COMMISSIONERS	CHANCEL GATE DITCH PETITION CHARGES	40311488 - 5328	\$ 678.32
R2505253	COMMISSIONERS	DAVENTRY PARK DITCH PETITION CHARGES	40311494 - 5328	\$ 2,781.74
R2505253	COMMISSIONERS	DAVIS #240 DITCH PETITION CHARGES	40311480 - 5328	\$ 2,420.18
R2505253	COMMISSIONERS	EVANS #354 DITCH PETITION CHARGES	40311490 - 5328	\$ 1,351.17
R2505253	COMMISSIONERS	EVERGREEN CEMETERY DITCH PETITION CHARGES	40311509 - 5328	\$ 446.25
R2505253	COMMISSIONERS	FELKNER #302 DITCH PETITION CHARGES	40311500 - 5328	\$ 73.54
R2505253	COMMISSIONERS	FRANKLIN DITCH PETITION CHARGES	40311478 - 5328	\$ 1,302.82

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R2505253	COMMISSIONERS	GRIFFITH #391 DITCH PETITION CHARGES	40311484 - 5328	\$ 9,547.55
R2505253	COMMISSIONERS	JONES #60 DITCH PETITION CHARGES	40311496 - 5328	\$ 613.67
R2505253	COMMISSIONERS	MOORE NO 1 #361 DITCH PETITION CHARGES	40311499 - 5328	\$ 756.65
R2505253	COMMISSIONERS	RIBOV #620 DITCH PETITION CHARGES	40311450 - 5328	\$ 205.35
R2505253	COMMISSIONERS	SLATE LICK LATERAL #1 DITCH PETITION CHARGES	40311487 - 5328	\$ 378.14
R2505253	COMMISSIONERS	VIENTOT #23 DITCH PETITION CHARGES	40311493 - 5328	\$ 4,702.23
R2505253	COMMISSIONERS	WARREN #129 DITCH PETITION CHARGES	40311510 - 5328	\$ 231.28
R2505253	COMMISSIONERS	ZERBE-O'KEEFE #265 DITCH PETITION CHARGES	40311482 - 5328	\$ 389.48
R2505256	MOTOROLA SOLUTIONS INC	VIRTUALIZED PRIME SITE	21411306 - 5452	\$ 608,352.00

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

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RESOLUTION NO. 25-1038

IN THE MATTER OF ACCEPTING A DONATION MADE TO THE DEPARTMENT OF JOB AND FAMILY SERVICES:

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

WHEREAS, pursuant to section 9.20 of the Revised Code, the Board may receive by gift, devise, or bequest moneys, lands, or other properties, for their benefit or the benefit of those under their charge; and

WHEREAS, the Delaware County Department of Job and Family Services has received multiple donations to be given to parent/adult caregivers and their children/foster/kinship children; and

WHEREAS, gifts included 75 Thanksgiving food boxes, and 34 children’s winter coats; and

WHEREAS, these gifts were received from the following organizations in the amounts as follows:

Liberty Presbyterian Church:	\$ 3,750.00;
Coats For Children	\$ 1,700.00; and

WHEREAS, the Delaware County Board of Commissioners wishes to formally accept these donations and offer thanks to all these organizations for their generous support of the Delaware County Department of Job and Family Services and the families of Delaware County;

NOW, THEREFORE, BE IT RESOLVED, that the Delaware County Board of Commissioners hereby accepts these donations for a total amount of \$5,450.00 to the Delaware County Department of Job and Family Services and thanks Liberty Presbyterian Church and Coats for Children for their thoughtful generosity and commitment to the children and families of Delaware County.

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

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RESOLUTION NO. 25-1039

IN THE MATTER OF ADOPTING AMENDED WAGE BANDS FOR THE DELAWARE COUNTY COMPENSATION MANAGEMENT SYSTEM:

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

WHEREAS, on December 15, 1997, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No. 97-1033, accepting, authorizing, and implementing the Delaware County Compensation Management System; and

WHEREAS, periodically amending the County’s Compensation Management System wage bands ensures competitive positioning with the labor market and economic conditions and aids in recruitment and retention of employees; and

WHEREAS, the Delaware County Compensation Management System has been regularly reviewed and updated, most recently pursuant to Resolution No. 25-1008, adopted on November 24, 2025; and

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WHEREAS, the wage band table approved in Resolution No. 25-1008 contained calculation errors that require correction; and

WHEREAS, the County Administrator and Deputy County Administrators recommend adopting amended wage bands for the Delaware County Compensation Management System;

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

Section 1. The Board hereby approves the following wage bands for the Delaware County Compensation Management System:

Proposed 2026 Wage Bands				
	Min		Max	
A	Commensurate with Experience			
B	\$52.11	\$108,396	\$75.56	\$157,174
C	\$46.38	\$96,476	\$67.25	\$139,890
D	\$39.91	\$83,019	\$57.87	\$120,377
E	\$34.84	\$72,467	\$50.52	\$105,078
F	\$31.03	\$64,549	\$45.00	\$93,596
G	\$27.22	\$56,609	\$39.46	\$82,083
H	\$24.67	\$51,323	\$35.78	\$74,419
I	\$22.36	\$46,500	\$32.42	\$67,426
J	\$20.70	\$43,047	\$30.01	\$62,418
K	\$18.82	\$39,151	\$27.29	\$56,768
L	\$17.11	\$35,591	\$24.81	\$51,608

Section 2. The Board hereby directs the County Administrator and Deputy County Administrators to consult with the Director of Finance, Human Resources Director, individual department directors, and participating elected officials, to determine the employees that are affected by the amended wage bands approved herein.

Section 3. The Board hereby authorizes the County Administrator to approve and execute all necessary personnel actions to implement associated pay adjustments for the employees affected by the amended wage bands approved herein.

Section 4. This Resolution supersedes Resolution No. 25-1008, and the wage bands approved herein shall replace the current Delaware County Compensation Management System wage bands, effective December 20, 2025.

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

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RESOLUTION NO. 25-1040

IN THE MATTER OF APPROVING THE SALE OF THE REAL PROPERTY LOCATED AT 800 CHESHIRE ROAD TO SOURCEPOINT AND AUTHORIZING THE COUNTY ADMINISTRATOR TO REPRESENT THE BOARD AT, AND APPROVE AND EXECUTE ALL DOCUMENTS ASSOCIATED WITH, THE CLOSING THEREOF:

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

WHEREAS, the Delaware County Board of Commissioners (the “Board”) currently owns the real property located at 800 Cheshire Road, Delaware, Ohio (the “Property”); and

WHEREAS, pursuant to section 307.092 of the Revised Code, notwithstanding section 307.09 of the Revised Code, the Board may sell, lease, or transfer any real property belonging to the county and not needed for public use to a nonprofit senior citizens’ organization to be used for public purposes involving the provision of housing, health, social services, or recreational activities for the benefit of older persons, upon such terms and conditions as may be agreed upon by the Board and the organization; and

WHEREAS, on or about October 18, 2007, the Board adopted Resolution No. 07-1296, approving a lease agreement between the Board and the Council for Older Adults (now known as SourcePoint), a nonprofit senior citizens’ organization (“SourcePoint”) to occupy and operate the Property for the purposes set forth in section 307.092 of the Revised Code; and

WHEREAS, pursuant to Section 25 of the lease agreement, upon the expiration or termination of the lease agreement, SourcePoint may purchase from the Board all right, title and interest in the Property; and

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WHEREAS, SourcePoint has provided notice to the Board that it elects to terminate the lease agreement for the purpose of exercising its option to purchase the Property;

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

Section 1. The Board hereby finds and determines that the Property is not needed for public use and approves the sale of the Property to SourcePoint, pursuant to section 307.092 of the Revised Code, which further provides that SourcePoint shall report annually to the Board on the nature of the activities for which the Property is being used and shall provide such other information regarding the Property that the Board may require.

Section 2. As permitted in section 307.092 of the Revised Code, and provided in Section 25 of the lease agreement, the Board hereby orders that the deed conveying the Property shall state that if the Property is used at any time for purposes other than those enumerated in section 307.092 of the Revised Code, all right, title, and interest in the Property shall revert to the Board.

Section 3. The Board hereby authorizes the County Administrator to represent the Board at the closing for the sale of the Property as approved herein and to approve and execute all the documents associated therewith.

Section 4. This Resolution shall take immediate effect upon adoption.

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

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RESOLUTION NO. 25-1041

IN THE MATTER OF APPROVING A JOINT APPLICATION BY THE PROSECUTING ATTORNEY AND THE BOARD OF COUNTY COMMISSIONERS TO THE COMMON PLEAS COURT TO AUTHORIZE THE BOARD TO EMPLOY MARC A. FISHEL OF THE LAW FIRM FISHEL DOWNEY ALBRECHT & RIEPENHOFF LLC AS OUTSIDE LEGAL COUNSEL TO ADVISE, REPRESENT, PROSECUTE ON BEHALF OF, AND/OR DEFEND THE DELAWARE COUNTY PROSECUTOR AND DELAWARE COUNTY SHERIFF:

It was moved by , seconded by to approve the following:

PREAMBLE

WHEREAS, pursuant to R.C. § 305.14(A), the Board desires to approve a joint application by it and the Prosecuting Attorney, Delaware County, Ohio (“Prosecutor”) to the Common Pleas Court, Delaware County, Ohio (“Court”) to authorize the Board to employ Marc A. Fishel of the law firm Fishel Downey Albrecht & Riepenhoff LLC, including any and/or all attorneys and associates employed by such firm, as outside legal counsel to advise, represent, prosecute on behalf of, and/or defend the Delaware County Prosecutor and Delaware County Sheriff (collectively “County Offices”); and

WHEREAS, the appointment of legal counsel is necessary because the Prosecutor has a conflict of interest; and

WHEREAS, the compensation for Mr. Fishel shall not exceed \$25,000.00 except as otherwise ordered by the Court; and,

WHEREAS, the length of employment for Mr. Fishel will be until such employment is no longer necessary.

RESOLUTION

NOW THEREFORE, BE IT RESOLVED:

- A. For the foregoing reasons, the Board, pursuant to R.C. § 305.14(A), hereby approves the attached joint application (Exhibit A) by it and the Prosecutor to the Court to authorize the Board to employ Marc A. Fishel of the law firm Fishel Downey Albrecht & Riepenhoff LLC, including any and/or all attorneys and associates employed by such firm, as outside legal counsel to advise, represent, prosecute on behalf of, and/or defend the County Offices. Compensation to Mr. Fishel shall not to exceed \$25,000.00 except as otherwise ordered by the Court.
- B. All formal actions of this Board concerning and relating to the passage of this Resolution were adopted in an open meeting of the Board, and all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including R.C. § 121.22.
- C. This Resolution shall be in full force and effect immediately upon adoption.

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

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RESOLUTION NO. 25-1042

IN THE MATTER OF APPROVING A TRANSFER OF FUNDS, SUPPLEMENTAL
APPROPRIATIONS AND A TRANSFER OF APPROPRIATIONS:

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

Transfer of Funds		
From:	To:	
66211900-5801	66611900-4601	4,625,000.00
SRF Operations & Maintenance/Interfund Cash Transfers	URF Operations & Main Projects/Interfund Revenues	
66211900-5801	66711900-4601	4,250,000.00
SRF Operations & Maintenance/Interfund Cash Transfers	Capital Development Projects/Interfund Revenues	
Supplemental Appropriations		
40311450-5319	Ribov #620/Reimbursements-Refunds	3,228.37
40311460-5319	Norris Run Watershed/Reimbursements-Refunds	37,804.00
66811900-5710	Concord Scioto Surcharge/Interest Payments-Notes/Loans	2,500.00
Transfer of Appropriations:		
From:	To:	
10011102-5801	10083801-5001	18,000.00
Commissioners General/Misc. Cash Transfers	Public Defender Commission/Compensation	
10011102-5801	10083801-5120	2,500.00
Commissioners General/Misc. Cash Transfers	Public Defender Commission/County Share/OPERS	
10011106-5228	10011105-5325	50,000.00
County Garage/Vehicle Maint & Repair Supply	Land & Building/Maint Contracts & Agreements	

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

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RESOLUTION NO. 25-1043

IN THE MATTER OF APPROVING MASTER SERVICES AND PURCHASING AGREEMENT
BETWEEN THE DELAWARE COUNTY SHERIFF’S OFFICE, THE DELAWARE COUNTY
BOARD OF COMMISSIONERS, AND AXON ENTERPRISE, INC., FOR UPDATED TASERS,
HARDWARE, ACCESSORIES, TRAINING, SUPPLIES AND WARRANTIES:

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

WHEREAS, the Sheriff and Sheriff’s Office Staff recommend approval of the following Agreement between the Delaware County Sheriff’s Office and the Delaware County Board of Commissioners and Axon Enterprise, Inc., for updated tasers, hardware, accessories, training, supplies and warranties;

NOW, THEREFORE BE IT RESOLVED, that the Delaware County Board of Commissioners approves the following master services and purchasing agreement between the Delaware County Sheriff’s Office, the Delaware County Board of Commissioners and Axon Enterprise, Inc., for updated tasers, hardware, accessories, training, supplies and warranties:

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the Customer, the Board of Commissioners, Delaware County, Ohio, whose principal place of business is located at 91 N. Sandusky St., Delaware, Ohio 43015, for and on behalf of the Delaware County Sheriff, Delaware County, Ohio, whose principal place of business is located at 1776 SR 521, Delaware, Ohio 43015 ("**Customer**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) date of acceptance of the Quote ("**Effective Date**"). Axon and Customer are each a "**Party**" and collectively "**Parties**". This Agreement governs Customer’s purchase and use of the Axon Devices and Services detailed in Quote ID Q-702845-75917KM. It is the intent of the Parties that this Agreement will govern all subsequent purchases by Customer for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Customer shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

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- 1.1. "**Axon Cloud Services**" means Axon's web services, including, but not limited to, Axon Evidence, Axon Records, Axon Dispatch, FUSUS services, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.
- 1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Customer's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.
2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").
 - 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
 - 2.2. Upon completion of the Subscription Term, the Subscription Term may renew for an additional 5 year term ("**Renewal Term**") upon execution of mutual written agreement of the Parties. For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. New devices and services may require additional terms. Axon will not authorize new services until Axon receives a signed Quote or accepts a purchase order, whichever is first.
3. **Payment.** Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront annual basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Customer will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay invoices without setoff, deduction, or withholding.
4. **Contract Maximum.** Axon agrees to accept the compensation detailed in Quote ID Q-702845-45917KM as full payment for the services/deliverables provided pursuant to this Agreement.
5. **Taxes.** Customer is responsible for sales and other taxes associated with the order unless Customer provides Axon a valid tax exemption certificate.
6. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are FOB shipping point destination via common carrier. Title and risk of loss pass to Customer upon Axon's delivery to the common carrier Customer's receipt and acceptance. Axon certifies that it will comply with all requirements of the shipment of goods in this industry as required by Chapter 1302 of the Ohio Revised Code. Customer is responsible for any shipping charges in the Quote. If the Quote includes future deliveries of hardware, Axon will ship hardware to Customer's address on the Quote. Any goods which are not rejected as defective or non-functional within ten (10) days of delivery shall be deemed accepted.
7. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.
8. **Warranty.**
 - 8.1. **Title.** Axon shall indemnify and hold Customer harmless from and against all adverse title claims for any deliverables provided to Customer under this Agreement.
 - 8.2. **Limited Warranty.** Axon warrants that Axon-manufactured Devices, except for TASER devices covered under the TASER Appendix, are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm which Axon warrants for thirty (30) months from Customer's receipt and Axon-manufactured accessories, which Axon warrants for ninety (90) days from Customer's receipt, respectively, from the date of Customer's receipt. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term purchased. Axon represents and

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warrants that Axon software and Axon Cloud Services licensed to Customer by Axon is to the best of Axon's knowledge free of encumbrances, and does not knowingly contain viruses, or other harmful code.

8.3. Disclaimer. Except as otherwise expressly stated in this Agreement or one of its Appendices, all software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer. If Customer purchases Axon Loki, Customer acknowledges the Loki device is designed for operation in enclosed, controlled environments and must be used in compliance with all applicable laws and safety guidelines. Operation in open or unapproved areas may result in signal interference, loss of control, or damage, and Axon assumes no liability for improper use, including any resulting harm or regulatory violations.

8.4. Claims. If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option and at no cost to Customer. A replacement Axon-manufactured Device will be new or like new and conform to all specification requirements of this Agreement and all applicable state, Federal, and local laws and regulations. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.

If Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

8.5. 8.5. Spare Axon Devices. At Axon's reasonable discretion, Axon may provide Customer a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Customer submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Customer in accordance with shipping terms of this Agreement. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.

8.6. Limitations. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (e) Axon Devices with an intentionally defaced or removed serial number.

8.6.1. To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties and conditions, whether oral, written, statutory, or implied. Customer confirms and agrees that, in deciding whether to sign this Agreement, Customer has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.

8.6.2. Axon's cumulative liability to Customer for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement will not exceed the total compensation paid to Axon by Customer under this Agreement. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

8.7. Online Support Platforms. Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.

8.8. Third-Party Hardware, Software and Services. Use of hardware, software, or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective

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third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

- 8.9. **Axon Aid.** Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases, to the extent permitted by law and only as to those specific products or services provided to Customer under the Axon Aid program, any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Customer agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. If Customer agrees to the provision of services or products under the Axon Aid program, Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Customer.
9. **Free Trial.**
- 9.1 **Trial Period and License.** At any time during the Term, Customer and Axon may elect to enter a free trial of Axon Devices and Services new to the Customer for a designated period ("**Trial Period**") as described in a quote issued ("**Trial Quote**"). During the Trial Period, Axon grants Customer a nonexclusive, terminable, non-transferable, license to use new Axon Devices and Services provided for trial to the Customer ("**Trial Products**"). Trial Products may include Axon beta software or firmware which additional terms may be required and included within the Trial Quote. Axon may limit the number of Trial Products Customer receives within the Trial Quote. Axon may supply refurbished Trial Products. ALL FREE TRIAL PRODUCTS INCLUDING, WITHOUT LIMITATION, AXON CLOUD SERVICES, ARE PROVIDED "AS IS" AND TO THE EXTENT NOT PROHIBITED BY LAW, AXON DISCLAIMS ALL LIABILITY REGARDLESS OF THE CLAIM.
- 9.2. **Trial Quote Termination.** Upon at least 10 business days' prior written notice to Axon at any time prior to the end of the Trial Period, Customer may as its sole option, terminate the free Trial Period and underlying Trial Quote associated with the Trial Products for convenience. Customer's rights to the Trial Products will immediately terminate at the end of the Trial Period, and Customer will return any Trial Products hardware to Axon within 10 days after the effective date of such termination or at the end of the Trial Period, excluding used CEW cartridges. If any individual component of the Trial Products is not returned, Axon will invoice Customer the MSRP of the unreturned items. Customer agrees to pay the invoice along with any applicable shipping. Customer will return the Trial Products to Axon in good working condition, minus normal wear and tear. Axon may charge Customer if there is damage beyond normal wear and tear. Any Customer Content shall be stored and returned pursuant to the Axon Cloud Services Terms of Use Appendix
10. **Statement of Work.** Certain Axon Devices and Services, including, but not limited to, Axon Interview Room, Axon Channel Services, Axon Justice Implementation, FUSUS, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Customer, Axon is only responsible for the performance of Services described in the SOW. Additional services outside of the SOW, Quote, or this Agreement are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. Any applicable SOW is incorporated into this Agreement by reference.
11. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.
12. **Design Changes.** Axon may make design or feature changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.
13. **Combined Offerings.** Some offerings in a Quote combine existing and pre-released Axon Devices or Services. Some offerings may not be available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to delay of availability or Customer's choice not to utilize any portion of a combined offering.
14. **Indemnification.** Axon shall provide indemnification as follows: To the fullest extent of the law and without limitation, Axon agrees to indemnify and hold free and harmless the Customer, and Delaware County, Ohio, and all of their respective boards, officers, officials, employees, volunteers, agents, and representatives (collectively "**Indemnified Parties**") from any and all actions, claims, suits, demands, judgments, damages, losses, costs, fines, penalties, fees, and expenses, including, but not limited to attorney's fees, arising out of or resulting from any accident, injury, bodily injury, sickness, disease, illness, death, or occurrence, in whole or in part, to Axon's negligent acts, errors or omissions, or willful misconduct in the performance of this Agreement or Axon's negligent actions, willful misconduct, errors or omissions including, negligent actions,

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errors or omissions, or willful misconduct of any of Axon's boards, officers, officials, employees, volunteers, agents, and representatives. Axon agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that Axon shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all reasonable attorney's fees, costs, and expenses. Axon further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that Axon shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, fines, penalties, fees, and expenses, including, but not limited to reasonable attorney's fees. Axon shall assume full responsibility for, pay for, and shall indemnify and hold free and harmless the Indemnified Parties from any harm, damage, destruction, injury, or loss, to any property, real or personal, belonging to the Indemnified Parties or others, including but not limited to real estate, buildings, structures, fixtures, furnishings, equipment, vehicles, supplies, accessories and/or parts arising out of or resulting in whole or in part from any negligent actions, errors or omissions, willful misconduct of Axon or its boards, officers, officials, employees, volunteers, agents, and/or representatives.

15. **Insurance.** Axon shall carry and maintain throughout the term of the Agreement, without lapse, such bodily injury, property damage liability, and commercial general liability insurance as will protect it and the Indemnified Parties against any and all claims for personal injury, including death, or property damage, which may arise out of or result from the performance of or operations under this Agreement or from the use of any vehicle(s) in connection therewith, and shall include coverage for indemnification as described in this Agreement.

Said insurance shall, at a minimum, be of a type which is customary in the industry or is required by law, whichever is the greater standard, and shall provide coverage in an amount that is both customary in the industry and equal to and covering all sums which Axon may or shall become legally obligated to pay as damages. Axon shall be responsible for any and all premiums for such policy(ies). Axon shall name the Customer and Delaware County, Ohio as additional insureds.

In addition to the rights and protections provided by the insurance policies as required above, Customer shall retain any and all such other and further rights and remedies as are available at law or in equity.

16. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.
17. **IP Indemnification.** Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices, Axon Cloud Services or Axon software ("Axon Products") infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Products by Customer or a third-party not approved by Axon; (b) use of Axon Products in combination with hardware or services not approved by Axon; (c) use of Axon Products other than as permitted in this Agreement; or (d) use of Axon Products that is not the most current software release provided by Axon.
18. **Customer Responsibilities.** Customer is responsible for (a) Customer's use of Axon Devices; (b) Customer or a Customer-authorized user's breach of this Agreement or violation of applicable law; (c) disputes between Customer and a third-party over Customer's use of Axon Devices, except as otherwise stated in Section 16 (IP Indemnification); (d) secure and sustainable destruction and disposal of Axon Devices at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
19. **Termination.**
- 19.1. **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured thirty (30) days after written notice. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
- 19.2. **By Customer.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable. In addition, Customer may terminate the Agreement for convenience with a termination date of December 31 of the year in which the termination letter is sent to Axon. The termination notice must be sent by Customer by November 1 of the year in which termination is intended to be effective. Customer may not terminate the Agreement for convenience in the first year of any contract term.
- 19.3. **Effect of Termination.** Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination.

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If Customer purchases Axon Devices for less than the manufacturer's suggested retail price ("MSRP") and this Agreement terminates before the end of the Term, Axon will invoice Customer the difference between the MSRP for Axon Devices procured, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Customer may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For multiple Axon Devices that may be combined as a single offering on a Quote, MSRP is the standalone price of all individual components.

20. **Confidentiality.** "Confidential Information" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Customer receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Customer will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

21. **General.**

- 21.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 21.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Customer, fiduciary, or employment relationship between the Parties. As an independent contractor, Axon and its boards, officers, officials, employees, consultants, representatives, agents, and/or volunteers are not entitled to any of the benefits enjoyed by employees of the Customer or Delaware County, Ohio. Axon assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder.
- 21.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 21.4. **Non-Discrimination.** In fulfilling the obligations and duties of this Agreement, neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 21.5. **Compliance with Laws.** Each Party will comply with all applicable federal, state, and local laws, including without limitation, import and export control laws and regulations as well as firearm regulations and the Gun Control Act of 1968. Customer acknowledges that Axon Devices and Services are subject to U.S. and international export control laws, including the U.S. Export Administration Regulations (EAR) and International Traffic in Arms Regulations (ITAR). Customer represents and warrants that neither it nor any End User is a "Restricted Person," meaning any individual or entity that (1) is subject to U.S. sanctions or trade restrictions, (2) appears on any U.S. government restricted party list, (3) engages in prohibited weapons proliferation activities, or (4) is owned or controlled by, or acting on behalf of, such persons or entities. Customer must promptly notify Axon of any change in status, and Axon may terminate this Agreement if Customer or any End User becomes a Restricted Person or violates export laws.
- 21.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 21.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 21.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 21.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.

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- 21.10. **Governing Law.** The laws of the country, state, province, or municipality where Customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 21.11. **Findings for Recovery.** By signature of its authorized representative below, Axon certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 21.12. **Retention of Records.** For a minimum of three (3) years after expiration or termination of this Agreement, Axon shall retain and maintain and assure that all of its subcontractors retain and maintain all Records. If an audit, litigation, or other action related to this Agreement is initiated during the term of this Agreement or the three (3) year retention period, Axon shall retain and maintain, and assure that all of its subcontractors retain and maintain the Records until the action is concluded and all issues are resolved or the three (3) years have expired, whichever occurs last.
- 21.13. **Headings.** The subject headings of the paragraphs in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.
- 21.14. **Drafting.** This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 21.15. **Counterparts.** This Agreement may be executed in counterparts.
- 21.16. **Competitive Bidding Not Required.** Consistent with R.C. § 307.86, this Agreement is not required to be competitively bid.
- 21.17. **Notices.** All notices must be in English. Notices posted on Customer’s Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc. Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 21.18. **Entire Agreement.** This Agreement, the Appendices, including any applicable Appendices not attached herein for the products and services purchased, which are incorporated by reference and located in the Master Purchasing and Services Agreement located at <https://www.axon.com/sales-terms-and-conditions>, Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. Axon agrees and certifies that by signing this Agreement, Axon waives any rights to any and all unpaid compensation and payment schedules for services/deliverables provided to Customer under any prior Agreement, and said schedules are considered to be terminated with full satisfaction, and that Axon shall have no claim in law or equity to further payment arising from prior Agreements. This Agreement may only be modified or amended in a writing signed by the Parties.

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

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RESOLUTION NO. 25-1044

IN THE MATTER OF AUTHORIZING THE SUBMITTING OF AN APPLICATION FOR
THE PATRICK LEAHY BULLETPROOF VEST PARTNERSHIP GRANT THROUGH U.S
DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS FOR THE DELAWARE
COUNTY SHERIFF’S OFFICE:

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

WHEREAS, the Delaware County Sheriff’s Office requests authorization to submit an application for the following grant to be used to assist in purchasing bulletproof (ballistic) vests:

Grant # Patrick Leahy Bulletproof Vest Partnership	
Source: U.S. Department of Justice, Office of Justice Programs	
Grant Amount:	\$ 75,000.00
Local Match:	<u>\$ 75,000.00</u>
Total Grant Amount:	\$150,000.00

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

Section 1. The Board hereby authorizes the submitting of an application for the Patrick Leahy Bulletproof Vest Partnership Grant through U.S. Department of Justice, Office of Justice Programs.

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

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

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

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RESOLUTION NO 25-1045

IN THE MATTER OF AWARDING A BID TO AND APPROVING A CONTRACT WITH
PETERSON CONSTRUCTION COMPANY FOR THE TROTTERS GAIT PUMP STATION:

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

WHEREAS, sealed bids for the Trotters Gait Pump Station were received at www.bidexpress.com at 10:00 a.m. Wednesday, November 12, 2025; and

WHEREAS, two (2) bids were received, and the lowest and best bid received was from Peterson Construction Company; and

WHEREAS, the Sanitary Engineer recommends awarding a contract to Peterson Construction Company;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners hereby awards the bid for the Trotters Gait Pump Station to Peterson Construction Company, and directs the Sanitary Engineer to prepare the necessary Notice of Award and Contract documents and submit them to the contractor for execution;

BE IT FURTHER RESOLVED that the Delaware County Board of Commissioners hereby approves the following agreement with Peterson Construction Company:

AGREEMENT BETWEEN DELAWARE COUNTY BOARD OF COMMISSIONERS AND
CONTRACTOR
Trotters Gait Pump Station

This AGREEMENT is by and between Delaware County Board of Commissioners, Delaware, Ohio

(Owner) and Peterson Construction Company (Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Replace two 15hp submersible pumps with new 35hp pumps and replace related instruments, pump drives, and controls. Make electrical upgrades to accommodate new equipment.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Trotters Gait Pump Station

ARTICLE 3 - ENGINEER

3.01 The Project is designated to the Delaware County Sanitary Engineer (Engineer), who is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents. All inquiries and correspondence shall be directed to Tiffany Maag, P.E., Delaware County Regional Sewer District.

The Design Engineer is AECOM.

Within the State of Ohio, Department of Transportation, Construction and Material Specification, wherever the word “State” occurs, it is to mean OWNER. Wherever the word “Department” occurs, it is to mean OWNER. Wherever the words “Director”, “Deputy Director” or “Engineer” occur or any other reference to a State of Ohio employee, it is to mean DELAWARE COUNTY SANITARY ENGINEER.

Within the City of Columbus, Construction and Material Specification, wherever the word “City” occurs, it is to mean OWNER. Wherever the words “Department” or “Division” occur, it is to mean OWNER. Wherever

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the words “Director” or “Engineer” occur or any other reference to a City of Columbus employee, it is to mean DELAWARE COUNTY SANITARY ENGINEER.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence - All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Dates for Substantial Completion and Final Payment-

Substantial Completion – 240 days from Notice to Proceed

Final Payment/Completion – 300 days from Notice to Proceed

4.03 Liquidated Damages-\$1,000/day

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 5.01.A below:

A. For all Work, at the prices stated in Contractor’s Bid, attached hereto as an exhibit.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor’s Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 15.02 of the General Conditions:

- a. 96 percent of Work completed (with the balance being retainage); and
- b. 92 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, if there exists no other reason to withhold retainage, Owner shall, within thirty (30) days of Substantial Completion, pay the retained percentages to the Contractor, less such amounts as Engineer shall determine in accordance with Paragraph 15.02.B.5 of the General Conditions and less 50 percent of Engineer’s estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.07 of the General Conditions, Owner shall pay the remainder of the Contract Price within thirty (30) days after final completion, as recommended by Engineer as provided in said Paragraph 15.07.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 6 of this contract shall bear interest at the rate of one percent (1.0%) per annum.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface

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structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 5.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been provided in Paragraph 5.06 of the General Conditions.

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
1. This Agreement (pages CF-1 to CF-9, inclusive).
 2. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (page BF-X, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (Bidding Forms, inclusive).
 3. Contract bond (pages BF-13 to BF-14, inclusive).
 4. Legal and Fiscal Officers (page CF-10, inclusive).
 5. Certificate of Insurance (pages CF-11 inclusive).
 6. Addenda (numbers 1 to 2, inclusive)
 7. Construction Drawings bearing the following general title: Trotters Gait Pump Station
 8. Specifications and Standard Drawings as listed in the table of contents of the Project Manual- Trotters Gait Pump Station
 9. Supplementary Conditions (if needed).
 10. General Conditions (pages 1-64, inclusive).
 11. The following documents, which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice of Award
 - b. Notice to Proceed
 - c. Work Change Directive(s).
 - d. Change Order(s).

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented by change order. as provided in Paragraph 3.04 of the General Conditions.

E. This Agreement, along with the Contract Documents, shall constitute the entire understanding and agreement between the Owner and the Contractor, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended as provided in this Agreement.

F. In the event of a conflict between the Contract Documents, the documents shall have precedence according to the order listed in Paragraph 9.01.A of this Agreement, document number one having precedence, and so on.

ARTICLE 10 – INSURANCE

10.1 Insurance Coverage

Contractor shall maintain insurance as described in the General Conditions and Supplementary Conditions.

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- 10.2 Additional Insureds
The County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsection 10.1. Contractor shall require all of its subcontractors to provide like endorsements.
- 10.3 Proof of Insurance:
Prior to the commencement of any work under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement and properly executed endorsements listing the additional insured as required in Subsection 10.2. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of work under this Agreement.

ARTICLE 11 – INDEMNIFICATION; COMPLIANCE WITH WORK AGREEMENTS

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

D. The Contractor shall, in all material respects, comply with the terms and conditions of the Work Agreements, including, without limitation, the following: (1) Contractor shall comply in all material respects, at its sole cost, with all applicable federal, state and local laws, rules, and regulations, including but not limited to all applicable OSHA and Ohio PERRP standards and requirements, which are applicable to the Work or any portion of the Work; (2) Contractor shall clean up and remove all construction debris from the lands subject to the Work Agreements promptly after completion of the Work; and (3) Contractor shall indemnify, defend, and hold harmless the owners of lands subject to the Work Agreements, and such owners' heirs, successors, assigns, employees, beneficiaries, agents, lessees, contractors, and subcontractors (the "Indemnitees"), from any and all liens, claims, demands, costs (including but not limited to attorney fees, accountant fees, engineer fees, consultant fees, and expert fees), expenses, damages, losses, and causes of action for damages because of injury to persons (including death) and injury or damage to or loss of any property (real or personal) arising from or caused by the Contractor's negligence and/or willful misconduct, to the extent such losses were not caused by the negligence or willful misconduct of the Indemnitees.

ARTICLE 12 - MISCELLANEOUS

12.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions.

12.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

12.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

12.04 Severability

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A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Other Provisions

12.05 Findings for Recovery

A. Contractor certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

12.06 [NOT USED]

12.07 Contractor agrees to the following:

A. That, in the hiring of employees for the performance of work under the contract or any subcontract, Contractor, any subcontractor, or any person acting on Contractor’s or subcontractor’s behalf, by reason of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color, shall not discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment relates;

B. That Contractor, any subcontractor, or any person on Contractor’s or subcontractor’s behalf, shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work under the contract on account of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color.

C. That there shall be deducted from the amount payable to the Contractor by the Owner, under this contract, a forfeiture of twenty-five dollars for each person who is discriminated against or intimidated in violation of this contract;

D. That the contract shall be canceled or terminated by the Owner, and all money to become due hereunder may be forfeited, for a second or subsequent violation of the terms of this section of the contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on December 11, 2025 (which is the Effective Date of the Agreement).

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

12
RESOLUTION NO. 25-1046

IN THE MATTER OF APPROVING CHANGE ORDER NO. 01 TO THE AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND PETERSON CONSTRUCTION COMPANY FOR THE OLENTANGY ENVIRONMENTAL CONTROL CENTER HEADWORKS AND AERATION UPGRADES PROJECT:

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

WHEREAS, the Delaware County Board of Commissioners entered into an agreement with Peterson Construction Company on December 19, 2022, for the Olentangy Environmental Control Center Headworks and Aeration Upgrades Project; and

WHEREAS, Change Order No. 01 authorizes an increase in the overall contract price in the amount of \$714,265.00 and an increase of 210 calendar days to the contract time; and

WHEREAS, the Sanitary Engineer recommends approval of Change Order No. 01;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following Change Order No. 01 to the Agreement with Peterson Construction Company for the Olentangy Environmental Control Center Headworks and Aeration Upgrades Project:

Design-Build Change Order Form

For Use with DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder – Lump Sum* (2010 Edition) and DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee with an Option for A Guaranteed Maximum Price* (2010 Edition)

Change Order Number: 001

Change Order Effective Date: 12/11/2025
(date when executed by both parties)

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Project:	OECC Headworks and Aeration Upgrades	Design-BUILDER's Project No: P22-767
Owner:	Delaware County Regional Sewer District	Design-BUILDER: Peterson Construction Company

Scope of the Change: See attached breakdown.

Original Contract Price:	\$ 46,340,329
Net Change by Previous Change Order No(s): to:	\$ 0
This Change Order Increase/Decrease (attach breakdown):	\$ 714,265
New Contract Price:	\$ 47,054,594

Original Contract Completion Date:	10/5/25
Adjustments by Change Order No(s) to:	0 (calendar days)
This Change Order Contract Time Increase/Decrease:	210 (calendar days)

By executing this Change Order, Owner and Design-BUILDER agree to modify the Agreement’s Scope of Work, Contract Price and Contract Time as stated above. Upon execution, this Change Order becomes a Contract Document issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-BUILDER*, (2010 Edition).

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

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RESOLUTION NO. 25-1047

IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH HAZEN AND SAWYER FOR ENGINEERING SERVICES DURING CONSTRUCTION OF THE NORTHSTAR WATER RECLAMATION FACILITY UPGRADES PROJECT:

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

WHEREAS, the Sanitary Engineer recommends approval of an agreement with Hazen and Sawyer for engineering services during construction of the Northstar Water Reclamation Facility Upgrades Project;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following agreement with Hazen and Sawyer:

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into on December 11, 2025, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Hazen and Sawyer, 150 E. Campus View Boulevard, Suite 200, Columbus, OH 43235 (“Consultant”), hereinafter collectively referred to as the “Parties”, and shall be known as the “Agreement.”

- 1 SERVICES PROVIDED BY CONSULTANT
- 1.1

The Consultant will provide Engineering Services during construction of the Northstar Water Reclamation Facility (NWRf) Upgrades (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 following documents, by this reference made part of this Agreement:

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Exhibit A — Scope of Services and Exhibit B — Fee Proposal.

2 SUPERVISION OF SERVICES

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

3 AGREEMENT AND MODIFICATIONS

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

4 FEES AND REIMBURSABLE EXPENSES

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Fee Proposal noted in Section 1.3.
- 4.2 For all Services identified in the Scope of Services and Fee Schedule as “If Authorized” tasks, the fee for each authorized task shall be the fee specified in the Fee Schedule for said task. “If Authorized” tasks shall only be performed upon written Notice from the Sanitary Engineer. The total fee for all “If Authorized” tasks shall not exceed the amount set forth in Exhibit B for such Services without prior approval from the County.
- 4.3 Total compensation under this Agreement shall not exceed Two Hundred Fifty-Three Thousand Six Hundred Dollars (\$253,600) without subsequent modification.
- 4.4 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the Services.

5 NOTICES

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

Sanitary Engineer:

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

Consultant:

Name of Principal in Charge: Scott Phipps
Address of Firm: 150 East Campus View Blvd, Suite 200
City, State, Zip: Columbus, OH 43235
Telephone: 614-800-5073
Email: sshipps@hazenandsawyer.com

6 PAYMENT

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

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

- 7.1 The Consultant shall commence Services upon written authorization from the Sanitary Engineer and shall complete the Services no later than June 30, 2027.
- 7.2 Consultant shall not proceed with any “If Authorized” tasks without written authorization.
- 7.3 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the Sanitary Engineer may grant such an extension provided that all other terms of the Agreement are adhered to.

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8 SUSPENSION OR TERMINATION OF AGREEMENT

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

9 CHANGE/ADDITIONS IN SCOPE OF SERVICES

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

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

10 OWNERSHIP

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

11 CHANGE OF KEY CONSULTANT STAFF; ASSIGNMENT

- 11.1 The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or sub-consultants assigned to the Services as contemplated at the time of executing this Agreement.
- 11.2 The Consultant shall not assign or transfer this Agreement, or any of the rights, responsibilities, or remedies contained herein, to any other party without the express, written consent of the County.

12 INDEMNIFICATION

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

13 INSURANCE

- 13.1 General Liability Coverage: Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.2 Automobile Liability Coverage: Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.3 Workers’ Compensation Coverage: Consultant shall maintain workers’ compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.4 Professional Liability Insurance: Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the Preliminary Engineering services hereunder plus three (3) years following any additional services provided for Final Engineering, services during construction, or other professional services, providing such insurance is readily available at reasonable prices. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 13.5 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 13.1 and 13.2. Consultant shall require all of its subcontractors to provide like endorsements.

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- 13.6 **Proof of Insurance:** Prior to the commencement of any Services under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of Services under this Agreement.
- 14 MISCELLANEOUS TERMS AND CONDITIONS**
- 14.1 **Prohibited Interests:** Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 14.2 **Independent Contractor:** The Parties acknowledge and agree that Consultant is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Consultant also agrees that, as an independent contractor, Consultant assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Consultant hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 14.3 **Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 14.4 **Headings:** The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 14.5 **Waivers:** No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 14.6 **Severability:** If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 14.7 **Findings for Recovery:** Consultant certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 14.8 **Authority to Sign:** Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.
- 14.9 **County Policies:** The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Contractor shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Contractor to comply with this Subsection. Copies of applicable policies are available upon request or online at <https://humanresources.co.delaware.oh.us/policies/>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.
- 14.10 **Drug-Free Workplace:** The Contractor agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 14.11 **Non-Discrimination/Equal Opportunity:** Contractor hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in

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section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates. Contractor further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry. Contractor further certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

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

OTHER BUSINESS
RESOLUTION NO. 25-1048

IN THE MATTER OF ACCEPTING A DONATION MADE TO THE DELAWARE COUNTY
BOARD OF COMMISSIONERS:

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

WHEREAS, pursuant to section 9.20 of the Revised Code, the Delaware County Board of Commissioners (the “Board”) may receive by gift, devise, or bequest moneys, lands, or other properties, for their benefit or the benefit of those under their charge; and

WHEREAS, the Board has received a donation of goods and services for the refurbishment of the Historic Courthouse Christmas display; and

WHEREAS, the donation was received from Lifepoint Church in the amount of \$8,200; and

WHEREAS, the Board wishes to formally accept the donation and offer thanks to Lifepoint Church for its generous support of Delaware County;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby accepts Lifepoint Church’s donation of goods and services for the refurbishment of the Historic Courthouse Christmas display with an estimated value of \$8,200.

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

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ADMINISTRATOR REPORTS

CA Davies and Attorney Hochstettler – Nothing to report.

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COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Merrell – attended the Housing Alliance meeting on 12/10. He will be attending the Township meeting on 12/11 and the John Freeman breakfast on 12/13.

Commissioner Benton – attended the DKMM meeting on 12/10 and Investment Committee meeting on 12/08. He will be attending the Legislative meeting on 12/12.

Commissioner Lewis – will be volunteering at the Holiday Clearing House hosted by People In Need (PIN) on 12/14.

There being no further business, the meeting adjourned.

Jeff Benton

Barb Lewis

Gary Merrell

Jennifer Walraven, Clerk to the Commissioners