

COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 18, 2025

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

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

1
RESOLUTION NO. 25-1064

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS
FROM REGULAR MEETING HELD DECEMBER 15, 2025:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in regular session on December 15, 2025; 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 Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

2
PUBLIC COMMENT

3
RESOLUTION NO. 25-1065

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES,
AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1217, MEMO TRANSFERS IN
BATCH NUMBERS MTAPR1217, AND PROCUREMENT CARD PAYMENTS IN BATCH
NUMBER PCAPR1217:

It was moved by Mr. Merrell, seconded by Mr. Benton, to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR1217, memo transfers in batch numbers MTAPR1217, Procurement Card Payments in batch number PCAPR1217, and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO’ Increase			
P2501622 (PETERSON)	OECC PROJECT CO#1	66611900-5410	\$714,265.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R2505308	PETERSON CONSTRUCTION CO	STAGE - RESOLUTION 25- 1001	66711900 - 5410	\$ 42,000.00
R2505318	PATH MASTER INC	AI PREEMPT PRIORITY VEH KIT	10011303 - 5260	\$ 12,254.00

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

4
RESOLUTION NO. 25-1066

IN THE MATTER OF RE-ORGANIZATION OF BOARD OF COMMISSIONERS – PRESIDENT:

It was moved by Commissioner Merrell, that in the matter of re-organization of the Board of Commissioners that as President of the Board of Commissioners for the year 2026 we appoint Commissioner Benton. Motion seconded by Commissioner Lewis.

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

5
RESOLUTION NO. 25-1067

IN THE MATTER OF RE-ORGANIZATION OF BOARD OF COMMISSIONERS - VICE-
PRESIDENT:

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It was moved by Commissioner Lewis, that in the matter of re-organization of the Board of Commissioners that as Vice-President of the Board of Commissioners for the year 2026 we appoint Commissioner Merrell. Motion seconded by Commissioner Benton.

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

6
RESOLUTION NO. 25-1068

RESOLUTION TO DESIGNATE THE OFFICIAL REPRESENTATIVE AND ALTERNATE FOR THE PURPOSE OF VOTING AT THE ANNUAL MEETING OF THE COUNTY COMMISSIONERS ASSOCIATION OF OHIO 2026:

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

WHEREAS, Article IV, Section 6, of the Code of Regulations of the County Commissioners’ Association of Ohio requires each member county to, for the purpose of voting at any annual or special meeting of the Association, designate an Official Representative and Alternate; and

WHEREAS, the designation of the Official Representative and Alternate for a county organized under the statutory form of county government shall be by resolution of the board of county commissioners; and

WHEREAS, in designating the Official Representative and Alternate, only a member of the board of county commissioners is eligible to be designated as the Official Representative and Alternate;

NOW, THEREFORE, BE IT RESOLVED that Gary Merrell, Delaware County Commissioner, is designated as the Official Voting Representative of Delaware County;

BE IT FURTHER RESOLVED that Barb Lewis, Delaware County Commissioner, is designated as the Alternate Voting Representative of Delaware County.

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

7
RESOLUTION NO. 25-1069

IN THE MATTER OF APPOINTMENT OF THE BOARD’S REPRESENTATIVE TO VARIOUS BOARDS AND COMMISSIONS:

It was moved by Mr. Merrell, seconded by Mr. Benton, to appoint the following to the following boards and commissions:

Greater Ohio Workforce Board Inc. (GOWBI) (Formerly Area 7 Board) -Gary Merrell

Board of Revision -Jeff Benton

County Commissioners Association of Ohio (CCAO) -All 3 Commissioners
CCAO -Gary Merrell Voting Member /Voting Alternate -Barb Lewis

CCAO/County Employee Benefits Consortium of Ohio (CEBCO) -All 3 Commissioners
CCAO/(CEBCO) -Jeff Benton Board Member

CCAO/County Risk Sharing Authority (CORSA) -All 3 Commissioners
CCAO/CORSA -Gary Merrell representative /board member
CEBCO and CORSA Additional Alternate -Deputy County Administrator Dawn Huston

Central Ohio Youth Center Board (Joint Detention Center) -All 3 Commissioners
Central Ohio Youth Center Board (Joint Detention Center) -Trustee- Jeff Benton, Trustee-Gary Merrell

Community Corrections Planning Board -Barb Lewis

Data Processing Board -Gary Merrell

Delaware Entrepreneurial Center at OWU -Gary Merrell

Delaware County Job and Family Services Community Planning Committee -All 3 Commissioners

DKMM Solid Waste District -All 3 Commissioners
DKMM Solid Waste District Executive Committee -Gary Merrell

DKMM Policy Board -Barb Lewis

DKMM Budget/Audit Committee -Jeff Benton

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

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Section 1. The Board hereby establishes a micro-purchase threshold of \$50,000 for any procurement utilizing Federal Funds, in accordance with the Uniform Guidance.

Section 2. The Board hereby self-certifies the \$50,000 micro-purchase threshold for any expenditure of Federal Funds in the ensuing fiscal year, in accordance with 2 CFR 200.320(a)(1)(iii) and (iv).

Section 3. The Board hereby finds and determines that the increased micro-purchase threshold is justified because it more closely aligns with procurement requirements for state and local funds, promoting consistent and efficient procurement administration, and because Delaware County meets the risk assessment criteria set forth in 2 CFR 200.320(a)(1)(iv).

Section 4. The Board hereby directs the Clerk to provide a copy of this Resolution to the Delaware County Auditor. The Board shall maintain documentation supporting this self-certification, and documentation of all micro-purchases made in accordance with this self-certification, to be made available to Federal awarding agencies and auditors, in accordance with 2 CFR 200.320(a)(1)(iv) and 2 CFR 200.334.

Section 5. This Resolution shall be effective January 1, 2026.

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

**9
RESOLUTION NO. 25-1071**

IN THE MATTER OF DELEGATING AUTHORITY TO THE DIRECTOR OF THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES:

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

WHEREAS, Ohio Administrative Code Section 5101:9-6-82 provides for the inter-county adjustment of any state or federal county family services agency allocation; and

WHEREAS, counties have requested such adjustments to best meet the needs of their constituents, due to the limited allowable uses of each fund and the nuances of the random moment sampling process on a county's funding stream; and

WHEREAS, any unspent allocations within a county at the end of a fiscal year revert back to the state for use by the State Department of Job and Family Services; and

WHEREAS, a county family services agency must make such inter-county adjustment requests to the Ohio Department of Job and Family Services and include with such request a resolution authorizing such from that county's board of county commissioners; and

WHEREAS, in accordance with Ohio Administrative Code Section 5101:9-6-82(F), a board of county commissioners may pass a resolution assigning authority to another party to serve as their designee and therefore grant that party authority to sign the inter-county adjustment agreement on behalf of the county for a specific period of time; and

WHEREAS, the Delaware County Department of Job and Family Services provides services and supports daily operations through various contracts, agreements, and memoranda of understanding; and

WHEREAS, these various contracts, agreements, and memoranda of understanding include Workforce Investment contracts and agreements; On the Job Training and other Training and work subsidies to employers; Individual Training Accounts; PRC contracts and agreements for work related activities and employer subsidies; Children Services Individual Child Care Agreements and Memoranda of Understanding to document responsibilities for referral processes and core services with various community partners; and

WHEREAS, the Ohio Attorney General, in Opinion No. 2004-031, dated August 25, 2004, affirmed that "a Board of County Commissioners may, by resolution pursuant to R.C. 329.04(A)(7) and (B) or R.C. 329.05, assign to the County Department of Job and Family Services authority for the County Director of Job and Family Services to enter into contracts and agreements necessary to perform these powers and duties.";

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

Section 1. The Director of the Delaware County Department of Job and Family Services is hereby authorized to serve as the Delaware County Board of Commissioners' designee with authority to sign inter-county adjustment agreements on behalf of Delaware County until December 31, 2026.

Section 2. The Director of the Delaware County Department of Job and Family Services is hereby authorized to develop and enter into service plans, contracts, agreements, and memoranda of understanding for the following: workforce investment activities, on the job training and other training and work subsidies to employers, individual training accounts, PRC plan, agreements for work related activities and employer subsidies, children services individual child care, and referral process and core services with community

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partners.

Section 3. In the absence of the Director of the Delaware County Department of Job and Family Services the Director may authorize a designee of the Delaware County Department of Job and Family Services to exercise the authority delegated in Sections 1 and 2 of this Resolution.

Section 4. This Resolution shall take immediate effect upon adoption and shall supersede any prior resolutions delegating authority as set forth herein.

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

10
RESOLUTION NO. 25-1072

IN THE MATTER OF CONTINUING THE EMPLOYMENT OF LEGAL COUNSEL AND FIXING THE COMPENSATION TO BE PAID FOR LEGAL SERVICES PURSUANT TO R.C. 309.09(C):

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

WHEREAS, pursuant to section 309.09(C) of the Revised Code, the Delaware County Board of Commissioners (the “Board”) may employ an attorney, without the authorization of the court of common pleas as provided in section 305.14 of the Revised Code, either for a particular matter or on an annual basis, to represent the Board in its official capacity and to advise it on legal matters; and

WHEREAS, prior to employing an attorney, the Board shall enter upon its journal an order of the Board in which the compensation to be paid for the legal services shall be fixed, which shall be paid from the county general fund, provided the total compensation paid, in any year, by the Board for legal services under section 309.09(C) of the Revised Code shall not exceed the total annual compensation of the prosecuting attorney;

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

Section 1. The Board hereby authorizes continuing the employment of legal counsel for 2026, to represent the Board in its official capacity and to advise it on legal matters.

Section 2. The Board hereby fixes the compensation to be paid for the legal services provided by the Board’s General Counsel for 2026 at \$113,013.33.

Section 3. The County Administrator is hereby authorized to complete all administrative actions necessary to carry this Resolution into effect.

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

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

11
RESOLUTION NO. 25-1073

IN THE MATTER OF FIXING THE COMPENSATION FOR THE COUNTY ADMINISTRATOR FOR 2026:

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

WHEREAS, pursuant to section 305.29 of the Revised Code, the Board of Commissioners (the “Board”) shall fix the compensation of the county administrator;

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

Section 1. The Board hereby fixes the compensation of the county administrator for 2026 at \$230,469.24, payable in twenty-six equal biweekly payments, plus all fringe benefits in accordance with Board policies.

Section 2. The Board hereby continues the additional compensation for the county administrator in the form of a telephone allowance at the rate of Eighty Dollars (\$80.00) per calendar month, as approved in Resolution No. 21-1023.

Section 3. The Deputy County Administrator is hereby authorized to complete all administrative actions necessary to carry this Resolution into effect.

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

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

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12
RESOLUTION NO. 25-1074

IN THE MATTER OF CANCELING THE DELAWARE COUNTY COMMISSIONERS’ SESSIONS
SCHEDULED FOR THURSDAY JANUARY 29, 2026; MONDAY FEBRUARY 9, 2026; MONDAY
MARCH 2, 2026; AND THURSDAY MARCH 19, 2026:

It was moved by Mr. Benton, seconded by Mr. Merrell, to cancel the Delaware County Commissioners’ sessions scheduled for Thursday January 29, 2026; Monday February 9, 2026; Monday March 2, 2026; and Thursday March 19, 2026.

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

13
RESOLUTION NO. 25-1075

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

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

Supplemental Appropriation		
10110107-5801	Unclaimed Monies/Cash Transfer	171,361.80
44911445-5415	Evans Farm Redev Tax Equiv FD/Sewer Construction	17,278.57
Transfer of Funds		
From:	To:	
10110107-5801	10011102-4601	197,861.80
Unclaimed Monies/Cash Transfer	Commissioners General/Interfund Revenues	

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

14
RESOLUTION NO. 25-1076

IN THE MATTER OF DECLARING A PUBLIC PURPOSE AND AUTHORIZING THE USE OF
DELAWARE COUNTY FUNDS FOR THE PURCHASE OF COFFEE, MEALS, REFRESHMENTS,
AND OTHER AMENITIES:

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

WHEREAS, in accordance with Ohio Attorney General Opinion No. 82-006 and Ohio Auditor of State Bulletin 2003-005, the Delaware County Board of Commissioners (the “Board”) may expend public funds to purchase coffee, meals, refreshments, and other amenities for its officers or employees or other persons if it determines that such expenditures are a “public purpose” and are necessary to perform a statutory function or power, provided the determination is not manifestly arbitrary or unreasonable; and

WHEREAS, the Board’s determination must be memorialized by a duly enacted resolution and may have prospective effect only; and

WHEREAS, from time to time, it becomes necessary for the Board or county agencies to hold meetings during lunch, requiring meals to be provided for the participants; and

WHEREAS, the Board and county agencies routinely host community events or seminars that are attended by members of the public, visiting officials from other jurisdictions or organizations, and program participants; and

WHEREAS, the Delaware County Sewer District occasionally requires personnel to report to work during emergencies without the ability to leave the premises for meals; and

WHEREAS, the meetings and events described herein provide for timely and efficient completion of the public business, promote plans and programs, and foster cooperation with public and private partners both within Delaware County and throughout the State of Ohio; and

WHEREAS, the County Administrator and Deputy County Administrator recommend authorization to use Delaware County funds to pay for the coffee, meals, refreshments, and other amenities for these meetings and events;

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

Section 1. The Board hereby declares that the provision of coffee, meals, refreshments, and other amenities for

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the following purposes and amounts constitute a public purpose:

10011101-5294	Commissioners Admin	700.00	Refreshments for meetings
10011101-5381	Commissioners Admin	500.00	Refreshments for meetings
10011102-5294	Commissioners General	2,000.00	Refreshments for meetings
10011105-5294	Land and Buildings	300.00	Hot weather hydration
10011108-5294	Human Resources	1,000.00	Refreshments and coffee for meetings, trainings and orientations
10011139-5294	Public Info/Community Relations	1,000.00	Refreshments for events hosted by County Commissioners
10011139-5381	Public Info/Community Relations	10,000.00	Refreshments for events hosted by County Commissioners
10011160-5294	Comm Pre Hospital Care Board	4,000.00	Refreshments for meetings and trainings
10011301-5294	Building Safety	500.00	Hot weather hydration
10011303-5294	Emergency Medical Services	3,500.00	Refreshments for meetings, events and hot weather hydration
21011113-5294	Economic Development	2,000.00	Refreshments for meetings and business appreciation events
21011113-5381	Economic Development	1,650.00	Refreshments for meetings and business appreciation events
21011116-5382	Economic Development/Business Development Meetings	3,000.00	Refreshments and meals for business meetings
22411605-5294	JFS Administration	4,000.00	Refreshments for meetings and events
22511607-5294	Children Services	1,500.00	Refreshments for meetings and events
22511607-5381	Children Services	2,500.00	Foster parent dinner catering, refreshments for meetings and events
23711630-5294	Child Support Enforcement Agency	1,000.00	Refreshments for events
23711630-5381	Child Support Enforcement Agency	500.00	Refreshments for events
60211924-5294	Employee Wellness Program	4,000.00	Refreshments/meals for meetings, events including the health fair and employee wellness
66211900-5294	SRF Operations & Maintenance	4,500.00	Food during emergencies and hot weather hydration
	TOTAL	\$48,150.00	

Section 2. The Board hereby authorizes the purchase of coffee, meals, refreshments, and other amenities in accordance with Section 1 of this Resolution for the current fiscal year, subject to the ordinary approval of a purchase order, submission of complete and accurate receipts, invoices, and any other supporting documentation required by the County Auditor, and approval of the voucher by the Board.

Section 3. This Resolution shall take effect on January 1, 2026.

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

15
RESOLUTION NO. 25-1077

IN THE MATTER OF APPROVING TRANSFER OF FUNDS FOR THE YEAR 2026
APPROPRIATIONS:

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

Transfer of Funds		
From	To	
10011102-5801	20315101-4601	5,432,000.00
Commissioners General/Interfund Cash Transfer	Data Center/Interfund Revenues	
10011102-5801	20411305-4601	160,000.00
Commissioners General/Interfund Cash Transfer	Dog & Kennel/Interfund Revenues	
10011102-5801	21011113-4601	630,000.00
Commissioners General/Interfund Cash Transfer	Economic Development/Interfund Revenues	
10011102-5801	23612302-4601	15,946.00

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Commissioners General/Interfund Cash Transfer	Victims of Crime Grant/Interfund Revenues	
10011102-5801	33311340-4601	375,124.00
Commissioners General/Interfund Cash Transfer	Term Leave Payouts/Interfund Revenues	
10011102-5801	60111901-4601	850,000.00
Commissioners General/Interfund Cash Transfer	Property & Casualty Ins/Interfund Revenues	
10011102-5801	60211902-4601	900,000.00
Commissioners General/Interfund Cash Transfer	Employee Benefits/Interfund Revenues	
10011102-5801	25087023-4601	211,420.00
Commissioners General/Interfund Cash Transfer	Guardianship Service Board/Interfund Revenues	
10027201-5801	25087023-4601	35,000.00
Probate Court/Interfund Cash Transfer	Guardianship Service Board/Interfund Revenues	
10011110-5801	22411601-4601	466,471.00
Human Services/Interfund Cash Transfer	JFS Income Maintenance/Interfund Revenues	
10011110-5801	22511607-4601	688,281.25
Human Services/Interfund Cash Transfer	Childrens Services/Interfund Revenues	

This Resolution shall take effect on January 1, 2026.

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

16
RESOLUTION NO. 25-1078

IN THE MATTER OF AMENDING RESOLUTION NO. 18-1396 (EVANS FARM TIF) TO EXTEND THE EXEMPTIONS FROM TAXATION OF IMPROVEMENTS TO THE PARCELS OF REAL PROPERTY DESIGNATED IN THE RESOLUTION FOR AN ADDITIONAL PERIOD OF THIRTY YEARS, MAKING THE REQUISITE DETERMINATIONS TO EXTEND THE EXEMPTION, AND PROVIDING FOR SCHOOL DISTRICT COMPENSATION, ALL PURSUANT TO SECTION 5709.51 OF THE REVISED CODE:

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

WHEREAS, on December 17, 2018, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No. 18-1396 (the “Evans Farm TIF Resolution”), declaring the improvement to certain parcels of real property to be a public purpose and exempt from taxation, establishing a redevelopment tax equivalent fund, providing for the collection and deposit of service payments into that fund, and specifying the public infrastructure improvements directly benefiting the parcels; and

WHEREAS, pursuant to section 5709.51 of the Revised Code, the Board may amend the Evans Farm TIF Resolution to extend, for a period not exceeding thirty (30) additional years, the exemptions from taxation of improvements to the parcels granted pursuant to the Evans Farm TIF Resolution, if certain conditions are met; and

WHEREAS, the Board desires to extend the exemptions granted in the Evans Farm TIF Resolution, pursuant to section 5709.51 of the Revised Code, to enable the Board to make the public infrastructure improvements specified in the Evans Farm TIF Resolution; and

WHEREAS, notice has been provided to the Board of Education of the Olentangy Local School District and the Delaware Area Career Center of the Board’s intent to pass this Resolution;

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

Section 1. As required by section 5709.51 of the Revised Code, this Board finds and determines that service payments made pursuant to the Evans Farm TIF Resolution will exceed one million five hundred thousand dollars in a future year and that service payments made pursuant to the Evans Farm TIF Resolution did not exceed one million five hundred thousand dollars in any calendar year prior to 2024.

Section 2. The Evans Farm TIF Resolution is hereby amended to extend the exemption from taxation of improvements to the parcels of real property designated in the Evans Farm TIF Resolution for an additional

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period of thirty (30) years from the end of the exemption as determined by application of the original Evans Farm TIF Resolution (the “Slate Ridge II TIF Extension Period”), for a total of fifty (50) years.

Section 3. Pursuant to section 5709.51(A)(3) of the Revised Code, the Olentangy Local School District shall continue to receive compensation from the county equal in value to the amount of taxes that would be payable to the school district if the improvements to the parcels of real property designated in the Evans Farm TIF Resolution had not been exempted from taxation for the Evans Farm TIF Extension Period.

Section 4. Pursuant to section 5709.51(B) of the Revised Code, this Board hereby authorizes and directs the Clerk of the Board, or other appropriate officers or employees of Delaware County, to deliver a copy of this Resolution to the Director of the Ohio Department of Development within fifteen days after its passage.

Section 5. Except as provided herein, all other provisions of the Evans Farm TIF Resolution shall remain in full force and effect. The County Administrator, and other appropriate officers or employees of Delaware County, are further authorized to provide such information and to execute, certify, or furnish such other documents, and to do all of the things as are necessary for and incidental to carrying out the provisions of this Resolution.

Section 6. This Resolution shall take effect and be in force immediately upon passage.

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

17
RESOLUTION NO. 25-1079

IN THE MATTER OF ACCEPTING AND APPROVING THE NEXT GENERATION
VIRTUALIZED PRIME SITE MIGRATION PROPOSAL FROM MOTOROLA SOLUTIONS, INC.
FOR THE DELAWARE COUNTY RADIO SYSTEM VIRTUAL PRIME PROJECT:

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

WHEREAS, the Director of Emergency Communications recommends the purchase of goods and services for the Delaware County radio system virtual prime project; and

WHEREAS, the goods and services are available for purchase through the State of Ohio’s cooperative purchasing program (the “Program”), of which the Board of County Commissioners (the “Board”) is a member; and

WHEREAS, the Director of Emergency Communications has obtained a proposal for the necessary goods and services from Motorola Solutions, Inc., the authorized vendor under the Program contract, and recommends the Board accept and approve the vendor’s Next Generation Virtualized Prime Site Migration Proposal;

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

Section 1. The Board hereby accepts and approves the Next Generation Virtualized Prime Site Migration Proposal dated November 6, 2025 from Motorola Solutions, Inc., for the Delaware County radio system virtual prime project, at the total cost not to exceed \$608,352.00.

Section 2. The purchase approved in Section 1 of this Resolution shall be in accordance with the Program, pursuant to the contract and terms and conditions set forth in Index STS073, Contract # 534628, which are, by this reference, fully incorporated herein and of which the purchase order approved herein shall be made a part.

Section 3. The Board hereby approves a purchase order in the amount of \$608,352.00 to Motorola Solutions, Inc., from Fund Number 21411306.

(A copy of the proposal has been submitted to the Clerk and shall be retained in accordance with the applicable records retention schedule.)

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

18
RESOLUTION NO. 25-1080

IN THE MATTER OF APPROVING THE SOFTWARE LICENSE AND SERVICES AGREEMENT
BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND KNOWINK LLC
FOR THE PURCHASE AND INSTALLATION OF AN ELECTRONIC POLL BOOK SYSTEM:

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

WHEREAS, the Board of Elections will be required to replace all poll pads and recommends the approval a Software License and Services Agreement between the Delaware County Board of Commissioners and Knowink LLC for the purchase and installation of an electronic poll book system;

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NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following Software License and Services Agreement between the Delaware County Board of Commissioners and Knowink LLC for an electronic poll book system:

Master Software License and Services Agreement

This Master Agreement (the “**Agreement**”) is entered into as of the 15th of December 2025 between the Delaware County, Ohio Board of Elections (“**Customer**”), and KNOW iNK, LLC (“**KNOWiNK**”).

WHEREAS, Customer wishes to engage KNOWiNK to provide, install and set-up an electronic poll books (“**EPBs**”) system known as the KNOWiNK Poll Pad System (the “**System**”), to license certain software from KNOWiNK, and to train Customer and/or its designated personnel in the use of the System;

WHEREAS, KNOWiNK is willing to perform such services and the other services described in this Agreement (the “**Services**”) for, and license such software (the “**Software**”) to, Customer;

NOW THEREFORE, in consideration of the mutual agreements set forth in this Agreement, Customer and KNOWiNK agree as follows:

1. PROVISION OF THE SYSTEM:

KNOWiNK shall deliver and implement the System and the Software as described herein and in the attached quote (Exhibit B, “**Quote**”).

2. LICENSE AND SUPPORT; RESTRICTIONS:

- 2.1. Subject to the terms and conditions of this Agreement and for so long as Customer has a current license and support subscription in effect, KNOWiNK grants to Customer a personal, nonexclusive, nontransferable, and limited license to use the Software (which includes firmware, meaning the Software embedded in any System device that allows execution of the software functions) and the applicable documentation. With this right to use, KNOWiNK will provide Customer, and Customer will be permitted to use, only the run-time executable code and associated support files of the Software for Customer’s internal requirements as part of the System. The Software may be used only at the Licensed Location specified as the jurisdiction on **Exhibit A**, or at polling locations in Delaware County, and only on the hardware or other computer systems authorized by KNOWiNK in writing. Customer’s use of the Software will be limited to the number of licenses specified in the applicable Quote. Only Customer and its authorized employees, agents or contractors may use or access the Software. To the extent Software contains embedded third party software, third party licenses may apply.
- 2.2. Subject to the terms and conditions of this Agreement, KNOWiNK shall provide: (a) annual software maintenance and support (“**Software Support Services**”) and (b) the implementation, training, support and/or other services (“**Professional Services**”) set forth in this Agreement and the applicable Quote provided in **Exhibit B**. Software Support Services will consist of periodic updates to the Software, issued at KNOWiNK’s discretion. KNOWiNK does not warrant that all errors or defects will be corrected.
- 2.3. Customer may not modify or copy the System or Software. Customer shall not, under any circumstances, cause or permit the adaptation, conversion, reverse engineering, disassembly, or de-compilation of any Software or attempt to derive the source code thereof. Customer shall not use any Software for application development, modification, or customization purposes, except through KNOWiNK.
- 2.4. The use, duplication, reproduction, release, modification, disclosure, or transfer of the System or Software is restricted in accordance with the terms and conditions contained in this Agreement. All other use is prohibited. Further, the System and Software were developed at KNOWiNK’s private expense and are commercial in nature. By using or receiving the System or Software, the user agrees to the terms and conditions contained in this Agreement including the terms and conditions contained in this paragraph.
- 2.5. Customer acknowledges and agrees that the design of the System and the Software, and any and all related patents, copyrights, trademarks, service marks, trade names, documents, logos, software, microcode, firmware, information, ideas, concepts, know-how, data processing techniques, documentation, diagrams, schematics, equipment architecture, improvements, code, updates, trade secrets and material are the property of KNOWiNK and its licensors. Customer agrees that the sale of the hardware and license of the Software does not, other than as expressly set forth herein, grant to or vest in Customer any right, title, or interest in such proprietary property.
- 2.6. Subject to the terms and conditions of this Agreement, KNOWiNK will provide Customer with phone support and will provide all other Services, including implementation, any technical support, Software Support Services, and training.

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3. OBLIGATIONS:

- 3.1. Hardware is shipped Ex Works (Incoterms 2010) from KNOWiNK's designated shipping point. Title change from KNOWiNK to Customer is upon delivery to Customer. Shipping dates are approximate and are based, to a great extent, on prompt receipt of all necessary ordering information from Customer. Billing will commence once delivery has been made.
- 3.2. On Non-Election Days KNOWiNK will physically or remotely answer or respond to a service call request within eight (8) hours. On Election Day, KNOWiNK's help desk will be available for calls one hour prior to polls opening until one hour after polls close. On Election Day all calls will be acknowledged and/or addressed within one hour.
- 3.3. Each party agrees to comply with applicable laws, rules and regulations in connection with its performance under this Agreement or use of the System, Software or Services. The System, Software and components thereof may be subject to U.S. and other government export control regulations. Customer shall not export or re-export all or a part of the System or the Software.

4. TERM; TERMINATION:

- 4.1. The term of this Agreement ("**Term**") shall initially be three years, unless earlier terminated in accordance with this Section. Unless otherwise notified to Customer or KNOWiNK in writing at least 30 days prior to the end of the then-current term, the Term will renew for three-year renewal periods.
- 4.2. This Agreement may be terminated for convenience at any time and for any reason by Customer giving at least ninety (90) days advance notice, in writing, to KNOWiNK.
- 4.3. Either party may terminate this Agreement or any outstanding order if the other party is in material breach of this Agreement and fails to cure such breach within thirty (30) days after written notice of such breach has been given. The aggrieved Party shall provide written notice of the breach or default to the breaching or defaulting Party. The Parties retain and may, without limitation, exercise any and all available administrative, contractual, equitable, or legal remedies.
- 4.4. The waiver of any occurrence of breach or default is not and should not be interpreted as a waiver of any such subsequent occurrences. Waiver by any of the Parties shall be authorized in writing and signed by an authorized representative of the waiving Party. The Parties retain and may, without limitation, exercise any and all available administrative, contractual, equitable, or legal remedies.
- 4.5. Termination pursuant to this section shall relieve the Parties of any and all further obligations under this Agreement, except that KNOWiNK shall be entitled to receive compensation for any goods or services satisfactorily delivered or performed through the date of termination. In no event will Customer, the Delaware County Board of Commissioners, or Delaware County, Ohio be obligated to pay for any goods or services not actually delivered or performed.
- 4.6. Sections 2.3-2.5, 4, 8, 9, 10.2, 10.3, 10.5, 13-16, 17.1, 17.6, and 17.7 shall survive any termination or expiration of this Agreement or the applicable order. All other rights and obligations shall be of no further force or effect.

5. PRICING:

- 5.1. Prices for hardware shall be specified by KNOWiNK in the relevant quotation or proposal and are subject to change without notice, including prices for backordered hardware: however, prices in Quotes signed by both Parties are not subject to change. Unless otherwise noted, all prices include shipping and packing costs, and insurance.
- 5.2. The "**Annual Fee**" is the combined, annual fee for licensing (in the case of Software) and support (a "**License and Support Subscription**"). Pricing for the initial Annual Fee is the amount specified in the Quote and/or **Exhibit B**. KNOWiNK may increase the Annual Fee for a renewal term with 30-days notice to Customer before the term renews.
- 5.3. Pricing for other Services shall be set forth in the applicable Quote. Additional charges may apply to Services, e.g., travel, communication and other expenses.
- 5.4. All prices are exclusive of taxes. Customer is tax exempt. KNOWiNK shall not charge Customer any tax and KNOWiNK agrees to be responsible for all tax liability that accrues as a result of this Agreement. Customer shall present to KNOWiNK upon request a proper certificate of exemption from such tax.

6. ORDERS:

Customer may request a quotation from time to time. The existence of this Agreement does not obligate Customer to request a quotation or purchase any products or Services. KNOWiNK reserves the right to accept or reject any order initiated by Customer in KNOWiNK's discretion. Only signed Quotes will obligate the parties. Each Quote shall be subject to the terms and conditions of this Agreement.

7. PAYMENT TERMS:

- 7.1. KNOWiNK will invoice Customer for all hardware, software and services including parts replacements or Customer-requested software modification upon shipment to Customer. Except

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as otherwise provided in the applicable Quote, such invoices shall be paid in full within thirty (30) days after delivery.

- 7.2. To receive compensation under this Agreement, KNOWiNK shall submit to Customer a proper invoice. A proper invoice shall be dated, itemized, show a detail of all goods and services provided, and include contract information for questions about the invoice. KNOWiNK shall promptly submit any documentation as needed to substantiate said invoices as requested by Customer.
- 7.3. Defective invoices shall be returned to KNOWiNK noting areas for correction. When such notification or defect is sent, the required payment date shall be ten (10) days after receipt of the corrected invoice.
- 7.4. If any dispute exists between the parties concerning any payment or invoice, Customer shall promptly pay the undisputed portion. Such payment will not constitute a waiver by Customer, KNOWiNK of any of their respective legal rights and remedies against each other. Customer has no right of set-off.

8. CONFIDENTIALITY:

- 8.1. **“Confidential Information”** means any confidential or proprietary information of a party, including information related to KNOWiNK’s business or the System or Software (and applicable documentation), and the terms and conditions of this Agreement. Confidential Information does not include information that was (a) at the time of disclosure or through no fault of the receiving party, in the public domain, (b) in the possession of the receiving party at the time of disclosure to it without any obligation to restrict use or disclosure, (c) received by a third party who had a lawful right to disclose such information without any obligation to restrict use or disclosure.
- 8.2. Each party will keep in confidence and protect Confidential Information (electronic or hard copy) from disclosure to third parties and restrict its use to performance or use of the Software or System pursuant to this Agreement and other uses expressly permitted under this Agreement. Customer shall take all reasonable steps to ensure that the trade secrets and proprietary data contained in the System and Software and the other Confidential Information are not disclosed, copied, duplicated, misappropriated, or used in any manner not expressly permitted by the terms of this Agreement. Customer acknowledges that unauthorized disclosure of Confidential Information may cause substantial economic loss to KNOWiNK or their suppliers and licensors.
- 8.3. Upon termination or expiration of this Agreement or, if earlier, upon termination of Customer’s permitted access to or possession of Confidential Information, Customer shall return to KNOWiNK all copies of the Confidential Information in Customer’s possession (including Confidential Information incorporated in software or writings, electronic and hard copies).
- 8.4. Each party will inform its employees and other agents and contractors of their obligations under this Section 8 and shall be fully responsible for any breach thereof by such personnel.

9. INDEMNIFICATION:

- 9.1. **Indemnity.** KNOWiNK, at its own expense, will defend Customer, Delaware County, Ohio, and all of their respective boards, board members, officers, officials, directors, employees, volunteers, agents, and representatives (“Indemnified Parties”) against any and all claim, loss, damage, cost, lien, cause of action, suit, fine, penalty, judgment and/or expense or liability (including reasonable attorney’s fees and other costs of defense), of any nature, kind, or description, that result from (a) the willful or negligent acts or omissions of KNOWiNK, including all of KNOWiNK’s boards, board members, officers, officials, owners, principals, subcontractors, directors, employees, volunteers, agents, and/or representatives; (b) damage caused to Customer’s property or the property of others cause by KNOWiNK; or (c) breach or default by KNOWiNK under any terms or provisions of this Agreement.
- 9.2. **Copyright.** KNOWiNK will defend Customer, the System or the Software infringes an issued United States patent, registered United States copyright, or misappropriates trade secrets protected under United States law, and shall indemnify Customer against and pay any costs, damages and reasonable attorneys' fees attributable to such claim that are finally awarded against Customer, provided Customer (a) gives KNOWiNK prompt written notice of such claims; (b) permits KNOWiNK to control the defense and settlement of the claims; and (c) provides all reasonable assistance to KNOWiNK in defending or settling the claims.
- 9.3. **Remedies.** As to the System or Software that is subject to a claim of infringement or misappropriation, KNOWiNK may (a) obtain the right of continued use of the System or Software for Customer or (b) replace or modify the System or Software to avoid the claim. If neither alternative is available on commercially reasonable terms, then, at the request of KNOWiNK, any applicable Software license and its charges will end, Customer will cease using the applicable System component or Software, Customer will return to KNOWiNK all

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applicable KNOWiNK hardware and components and return or destroy all copies of the applicable Software, and Customer will certify in writing to KNOWiNK that such return or destruction has been completed. Upon return or KNOWiNK's receipt of certification of destruction, KNOWiNK will give Customer a credit for the price paid to KNOWiNK for the returned or destroyed System Component or Software, less a reasonable offset for use and obsolescence.

- 9.4. **Exclusions.** KNOWiNK will not defend or indemnify Customer if any claim of infringement or misappropriation (a) is asserted by an affiliate of Customer; (b) results from Customer's design or alteration of any System component or Software; (c) results from use of any System component or Software in combination with any non-KNOWiNK product, except to the extent, if any, that such use in combination is restricted to the System designed by KNOWiNK; (d) relates to third-party hardware or software alone; or (e) arises from Customer-specified customization work undertaken by KNOWiNK or its designees in response to Customer specifications.

- 9.5. **EXCLUSIVE REMEDIES.** THIS SECTION 9 STATES THE ENTIRE LIABILITY OF KNOWiNK AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR INFRINGEMENT AND TRADE SECRET MISAPPROPRIATION.

10. WARRANTY; LIMITATION OF LIABILITY:

- 10.1. KNOWiNK warrants all products provided hereunder to be free from defects in material or workmanship under normal use and service for a period of one (1) year from the date of delivery. All repair covered by this warranty must be done by KNOWiNK, or other such warranty repair facilities of KNOWiNK as designated by KNOWiNK unless KNOWiNK specifically directs that this service be performed at another location. Any defect corrected within one (1) year and found to be within this scope of the warranty will be repaired by KNOWiNK and all charges for labor and material, will be borne by KNOWiNK. KNOWiNK warrants that all Professional Services will be performed in a professional and workmanlike manner. THIS CONSTITUTES THE SOLE WARRANTIES MADE BY KNOWiNK, EITHER EXPRESSED OR IMPLIED. THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED WHICH EXTEND BEYOND THE FACE HEREOF, HEREIN, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 10.2. KNOWiNK MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THIRD PARTY HARDWARE, IF ANY, PROVIDED BY KNOWiNK TO CUSTOMER, ALL OF WHICH IS SOLD, LICENSED, OR SUBLICENSED TO CUSTOMER "AS IS," OTHER THAN AS MAY BE PROVIDED IN ANY PASS-THROUGH WARRANTY. KNOWiNK HAS NO RESPONSIBILITY OR LIABILITY FOR THIRD PARTY HARDWARE, IF ANY, PROVIDED BY DISTRIBUTORS OR OTHER THIRD PARTIES TO CUSTOMER. If KNOWiNK sells, licenses, or sublicenses any Third Party Hardware to Customer, KNOWiNK will pass through to Customer, on a nonexclusive basis and without recourse to KNOWiNK, any third-party manufacturer's warranties covering the equipment or software, but only to the extent, if any, permitted by the third-party manufacturer.
- 10.3. Customer is solely responsible for any hardware or software purchased from an outside source. KNOWiNK will not be liable for such products.
- 10.4. Any tampering, misuse or negligence in handling or use of products provided hereunder renders the warranty void. Further, the warranty is void if, at any time, Customer or any third party attempts to make any internal changes to any of the components of the products provided hereunder; if at any time the power supplied to any part of the product exceeds the rated tolerance; if any external device attached by Customer creates conditions exceeding the tolerance of the product; or if any time the serial number plate is removed or defaced. OPERATION OF THE EQUIPMENT THAT RENDERES THIS WARRANTY VOID WILL BE DEFINED TO INCLUDE ALL OF THE POSSIBILITIES DESCRIBED IN THIS PARAGRAPH, TOGETHER WITH ANY PRACTICE WHICH RESULTS IN CONDITIONS EXCEEDING THE DESIGN TOLERANCE OF THE PRODUCT.
- 10.5. IN NO EVENT SHALL KNOWiNK BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES AND CUSTOMER'S REMEDIES SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF NONCONFORMING SERVICES, UNITS OR PARTS. EACH OF KNOWiNK'S MAXIMUM AGGREGATE LIABILITY HEREUNDER SHALL NOT EXCEED FEES RECEIVED BY SERVICE PROVIDER DURING THE 12 MONTHS PRECEDING THE APPLICABLE CLAIM.

11. CONFLICTS:

KNOWiNK will not pay to Customer or any of Customer's officials or employees having official responsibility for the procurement transaction, or member of his or her immediate family, any financial benefit of more than nominal or minimal value relating to the award of this Agreement.

12. FORCE MAJEURE:

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KNOWiNK shall not be considered in default by reason of any failure in its performance under this Agreement if such failure results from, whether directly or indirectly, fire, explosion, strike, freight embargo, Act of God or of the public enemy, war, civil disturbance, act of any government, de jure or de facto, or agency or official thereof, material or labor shortage, transportation contingencies, unusually severe weather, default of any other manufacturer or a supplier or subcontractor, quarantine, restriction, epidemic, or catastrophe, lack of timely instructions or essential information from Customer, or otherwise arising out of causes beyond the control of KNOWiNK .

13. RELATIONSHIP OF THE PARTIES:

- 13.1. The parties to the Agreement are independent contractors and the Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent. KNOWiNK's employees, agents, and subcontractors will not be entitled to any privileges or benefits of Customer employment. Customer's employees, agents, and contractors will not be entitled to any privileges or benefits of KNOWiNK or employment.
- 13.2. Customer is a public employer as defined in R.C. § 145.01(D). Customer has classified KNOWiNK as an independent contractor or another classification other than public employee. No contributions will be made to the Ohio Public Employees Retirement System ("OPERS") for or on behalf of KNOWiNK and/or any of its officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Agreement. KNOWiNK certifies, acknowledges, and agrees that Customer, in accordance with R.C. § 145.038(A) has informed KNOWiNK of such classification; that no contributions will be made to OPERS; that KNOWiNK is a "business entity" with five (5) or more employees as defined in R.C. § 145.037; that KNOWiNK is a corporation, association, firm, limited liability company, partnership, sole proprietorship, or other entity engaged in business; and that all individuals employed by KNOWiNK who provide services to Customer are not public employees.

14. DISPUTE RESOLUTION:

- 14.1. The parties will attempt to resolve any claim or controversy related to or arising out of this Agreement, whether in contract or in tort ("**Dispute**"), on a confidential basis according to the following process, which either party may start by delivering to the other party a written notice describing the dispute and the amount involved ("**Demand**").
- 14.2. After receipt of a Demand, authorized representatives of the parties will meet at a mutually agreed-upon time and place to try to resolve the Dispute by negotiation. If the Dispute remains unresolved after this meeting, either party may start mandatory nonbinding mediation under the commercial mediation rules of the American Arbitration Association ("AAA") or such other mediation process as is mutually acceptable to the parties.
- 14.3. Notwithstanding the other provisions of this Section 14, if either party seeks injunctive relief, such relief may be sought in a court of competent jurisdiction without complying with the negotiation and mediation provisions of this Section.
- 14.4. Neither mediation under this section nor any legal action, regardless of its form, related to or arising out of this Agreement may be brought more than two (2) years after the cause of action first accrued.

15. GENERAL:

- 15.1. KNOWiNK may assign or otherwise transfer the obligations incurred pursuant to the terms of this Agreement without the prior written consent of the Customer.
- 15.2. This Agreement is the complete and exclusive statement of the mutual understandings of the parties regarding the subject matter hereof. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement other than is expressly stated herein. This Agreement may not be amended or waived except in writing signed by an officer of the party to be bound thereby.
- 15.3. THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF OHIO, TO THE EXCLUSION OF THE LAW OF ANY OTHER FORUM. VENUE IS PROPER IN THE COURTS OF DELAWARE COUNTY, OHIO. THIS AGREEMENT IS NOT BINDING UNTIL ACCEPTED BY KNOWiNK IN WRITING.
- 15.4. In the event any provision of this Agreement shall be invalid, illegal or unenforceable in any respect, such a provision shall be considered separate and severable from the remaining provisions of this Agreement, and the validity, legality or enforceability of any of the remaining provisions of this Agreement shall not be affected or impaired by such provision in any way.

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- 15.5. Any notice required or permitted to be given under this Agreement by one party to the other must be in writing and shall be given to Customer at the address set forth on **Exhibit A**, or to KNOWiNK at the address set forth on the first page of this Agreement, and deemed to have been given: (a) immediately, if delivered personally; (b) on the fifth (5th) business day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to such address. Each party may change its address for notice by giving written notice of the change to the other party; or (c) on the next business day upon confirmation of delivery, if delivered by overnight delivery by a nationally recognized overnight delivery service.

16. INSURANCE

- 16.1. KNOWiNK shall carry and maintain throughout the term of the Agreement, without lapse, such bodily injury, property damage liability, cyber insurance, commercial general liability insurance, and if applicable, automobile insurance as will protect it and the Indemnified Parties against any and all claims for personal injury, including death and/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 equipment and/or vehicles in connection therewith, and shall include coverage for indemnification. At minimum, KNOWiNK shall carry and maintain the following policies of insurance:
- i Commercial General Liability Insurance: with a minimum coverage limit of at least one million dollars (\$1,000,000) per occurrence, including coverage for subcontractors if any are used.
 - ii Cyber Insurance: with a minimum coverage limit of at least one million dollars (\$1,000,000) per occurrence.
 - iii Automobile insurance, if applicable: which shall include coverage for owned, hired, and non-owned automobiles and with a liability coverage limit of at least one million dollars (\$1,000,000) each accident.
 - iv Professional Liability Insurance: with a minimum coverage limit of at least one million dollars (\$1,000,000) per occurrence.
 - v Worker's Compensation Insurance: as required by the laws of the State of Ohio.
- 16.2. If insurance policies differ from the above-named amounts, all insurance policies shall have coverage limits in an amount that is both customary in the industry and equal to and covering all sums which KNOWiNK may or shall become legally obligated to pay as damages. KNOWiNK shall be responsible for any and all premiums for such policies. All insurance shall be written by insurance companies licensed to do business in the State of Ohio and in good standing with the Ohio Department of Insurance.

17. ADDITIONAL TERMS

- 17.1. Access to Records. KNOWiNK will retain complete and readily accessible records related in whole or in part to this Agreement, including, but not limited to data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records for a period of not less than three (3) years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case records shall be maintained until the disposition of all such litigation, appeals, claims, or exceptions related thereto.
- 17.2. Authority to Enter Contract. The Delaware County Board of Elections is authorized by R.C. § 3501.11 to enter this Agreement.
- 17.3. Competitive Bidding Not Required. Consistent with R.C. §§ 307.86 and 125.04, this Agreement is not required to be competitively bid. This Agreement is entered into pursuant to the Contract awarded by the Ohio Department of Administrative Services (DAS) to KNOWiNK. KNOWiNK certifies that the goods, services, terms, conditions, pricing schedules/pricelists provided under this Agreement are listed in and/or covered by its Contract with DAS.
- 17.4. Counterparts. This Agreement may be executed in counterparts. Any counterparts shall be part of this Agreement and constitute one and the same Agreement.
- 17.5. Certification regarding findings for recovery. KNOWiNK, by signature of its authorized representative below, hereby certifies that it is not subject to any current unresolved findings for recovery pending with or issued by the Ohio Auditor of State.
- 17.6. Incorporation of Exhibits. The documents listed below are attached to this Agreement and by this reference incorporated into and made part of this Agreement. To the extent that any terms and conditions of this Agreement conflict with those contained in the attached Exhibits, the terms and conditions of this Agreement shall prevail.

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- i Exhibit A. Customer information
 - ii Exhibit B. All Quotes, Pricing Schedules/pricelists, and Invoices
 - 17.7. Invalid Terms and Conditions (R.C. § 307.901(B)). The Parties agree that any term, condition, and/or provision contained in the Agreement, wherever located, that conflicts with R.C. § 307.901(B) or any other applicable law, rule or regulation, including, but not limited to any indemnity, hold harmless, arbitration or other binding extra judicial dispute resolution process requirement, limitation of liability prohibited by R.C. § 307.901(B)(4), or a requirement to be bound by a term or condition that is unknown at the time of signing the Agreement, is not negotiated, or that may be unilaterally changed by KNOWiNK is void ab initio.
- Vote on Motion Mr. Benton Aye Mrs. Lewis Aye Mr. Merrell Aye

19
RESOLUTION NO. 25-1081

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATIONS FOR THE SHERIFF’S OFFICE:

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

Transfer of Appropriation		
From:	To:	
10031301-5101 Sheriff/Deputies Health Insurance	10031301-5225 Sheriff/Deputies Personal Protective Equipment	\$150,000.00

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

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ITEM PULLED

21
RESOLUTION NO. 25-1082

IN THE MATTER OF APPROVING A SERVICES AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND PARALLEL TECHNOLOGIES, INC., FOR THE COUNTY’S TELEPHONE SYSTEM:

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

WHEREAS, the Director of Facilities, recommends approval of a services agreement between the Board of Delaware County Commissioners and Parallel Technologies, Inc., for technical support, hardware replacement, software upgrades and training services for the County’s telephone system and related equipment;

NOW, THEREFORE, BE IT RESOLVED that the Board of Delaware County Commissioners hereby approves the following services agreement between the Board of Delaware County Commissioners and Parallel Technologies, Inc., for technical support, hardware replacement, software upgrades and training services for the County’s telephone system and related equipment:

SERVICES AGREEMENT
Mitel Support and Software Assurance

This Agreement is made and entered into on December 18, 2025, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (the “County”), and Parallel Technologies, Inc., 4868 Blazer Parkway, Dublin, Ohio 43017 (the “Contractor”), (hereinafter individually referred to as a “Party” and collectively referred to as the “Parties”).

- 1 SERVICES PROVIDED BY CONTRACTOR
 - 1.1 The Contractor shall provide technical support, hardware replacement, software upgrades, and training services for the County’s telephone system and related equipment (the “Services”) in accordance with, and as further described in, the Contractor’s Mitel Support & Software Assurance Agreement attached hereto as Exhibit A and, by this reference, fully incorporated herein.
 - 1.2 The Contractor shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.

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2 SUPERVISION OF SERVICES

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

3 AGREEMENT AND MODIFICATIONS

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

4 FEES AND REIMBURSABLE EXPENSES

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with Exhibit A.
- 4.2 Total compensation under this Agreement shall not exceed Sixty-Three Thousand Twenty-Seven Dollars and Forty-Two Cents (\$63,027.42) without subsequent modification in writing signed by both Parties in accordance with Section 3.1.
- 4.3 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the Services as set forth in Exhibit A.

5 NOTICES

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

6 PAYMENT

- 6.1 Compensation shall be paid promptly upon execution of this Agreement, in accordance with Exhibit A.
- 6.2 Upon the Director’s request, the Contractor shall submit an invoice on company letterhead clearly listing the word “Invoice” with a sequential invoice number provided.

7 TERM

- 7.1 The Contractor shall commence Services upon written direction from the Director, and the term of this Agreement shall be one (1) year, commencing on the Effective Date as stated in Exhibit A after expiration of the existing agreement dated July 26, 2024.

8 SUSPENSION OR TERMINATION OF AGREEMENT

- 8.1 The County, upon written notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Contractor shall immediately suspend or terminate Services, as ordered by the County.

9 INDEMNIFICATION

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

10 INSURANCE

- 10.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 10.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 10.3 Workers’ Compensation Coverage: Contractor shall maintain workers’ compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 10.4 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 10.1 and 10.2. Contractor shall require all of its subcontractors to provide like endorsements.

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- 10.5 Proof of Insurance: Prior to the commencement of any Services under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of Services under this Agreement.
- 11 MISCELLANEOUS TERMS AND CONDITIONS**
- 11.1 Prohibited Interests: Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 11.2 Independent Contractor: The Parties acknowledge and agree that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Contractor hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 11.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 11.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 11.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 11.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 11.7 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 11.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.
- 11.9 County Policies: The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Contractor shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing Services under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Contractor to comply with this Subsection. Copies of applicable policies are available upon request or online at <https://humanresources.co.delaware.oh.us/policies/>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.
- 11.10 Drug-Free Workplace: The Contractor agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the Services being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.

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11.11 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 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. Benton Aye Mrs. Lewis Aye Mr. Merrell Aye

22
RESOLUTION NO 25-1083

IN THE MATTER OF AWARDING A BID TO AND APPROVING A CONTRACT WITH RUMPKE OF OHIO, INC. FOR BIOSOLIDS HAULING AND DISPOSAL SERVICES:

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

WHEREAS, sealed bids for Biosolids Hauling and Disposal Services were received at Delaware County Regional Sewer District, 1610 State Route 521, Delaware, Ohio 43015 at 12:00 p.m. Tuesday, November 25, 2025; and

WHEREAS, two (2) bids were received, and the lowest and best bid received was from Rumpke of Ohio, Inc.; and

WHEREAS, the Sanitary Engineer recommends awarding a contract to Rumpke of Ohio, Inc.;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners hereby awards the bid for Biosolids Hauling and Disposal Services to Rumpke of Ohio, Inc., 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 Rumpke of Ohio, Inc.:

SERVICES AGREEMENT

This Agreement is made and entered into on December 18, 2025, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Rumpke of Ohio, Inc., 3990 Generation Drive, Cincinnati, OH 45251. (“Contractor”), hereinafter collectively referred to as the “Parties.”

1 SERVICES PROVIDED BY CONTRACTOR

- 1.1 The Contractor will provide hauling of biosolids for the County treatment plants to the Crawford County Landfill, for disposal pursuant to this Agreement (the “Services”).
- 1.2 The Contractor shall perform the Services promptly, diligently, in a workmanlike manner, and with the ordinary degree of skill and care that would be used by other reasonably competent contractors of the same discipline conducting business in the same locale and under similar circumstances.
- 1.3 The Services shall be further defined in, and rendered by the Contractor in accordance with, the following documents, by this reference made part of this Agreement: The County’s Request for Competitive Sealed Proposals for Biosolids Hauling and Disposal Services and the Contractor’s Proposal for Biosolids Hauling and Disposal Services, both attached hereto, fully incorporated herein, and hereinafter referred to as “Exhibit A.” The County may elect the Services to be provided pursuant to any of the pricing options contained in Exhibit A, and this Agreement shall be considered exclusive.

2 SUPERVISION OF WORK

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

3 AGREEMENT AND MODIFICATIONS

- 3.1 This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Contractor, shall supersede all prior

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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 Bid Forms contained in Exhibit A, with the fee applicable to the manner of Services the County elects.
- 4.2 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the Services.

5 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 persons listed below. The Parties may use electronic communication for the purposes of general communication; however, e-mail shall not be used to transmit Notices.

County:

Name: Erik G. McPeck, P.E.
Address: 1620 State Route 521, Delaware, OH 43015
Telephone: (740) 833-2240
Email: emcpeek@co.delaware.oh.us

Contractor:

Name of Principal in Charge: Blake Austin
Address of Firm: 3990 Generation Drive
City, State, Zip: Cincinnati, OH 45251
Telephone: (614) 564-7809
Email: Blake.austin@rumpke.com

6 PAYMENT

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

7 COMMENCEMENT; DELAYS AND EXTENSIONS

- 7.1 The Contractor shall commence Services upon written authorization from the Sanitary Engineer and shall complete the work in accordance with Exhibit A.
- 7.2 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Contractor may make a written request for time extension, and the Sanitary Engineer may grant such an extension provided that all other terms of the Agreement are adhered to.

8 SUSPENSION OR TERMINATION OF AGREEMENT

- 8.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement due to the material breach of the Contractor, at which time the Contractor shall immediately suspend or terminate Services, as ordered by the County. Prior to any termination or notice thereof, the County will provide notice to the Contractor specifying the material breach at issue and provide the Contractor thirty (30) days to cure said material breach.
- 8.2 In the case of termination, the Contractor shall submit a final invoice within sixty (60) days of receiving Notice of termination for Services completed up to the date of termination. The County is not liable for payment for work performed after the date of termination.

9 CHANGE IN SCOPE OF SERVICES

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

10 INDEMNIFICATION

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

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subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

- 10.2 The Contractor shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result breach of contract, infringement of any right to use, possess, or otherwise operate or have any owned, protected, licensed, trademarked, patented, non-patented, and/or copyrighted software, product, service, equipment, invention, process, article, or appliance manufactured, used, or possessed in the performance of the Agreement and/or in providing the Services, to the extent caused by any act, error, or omission of the Contractor, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

11 INSURANCE

- 11.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 11.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 11.3 Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 11.4 Additional Insureds: Delaware County, its elected officials and employees, shall be included as additional insureds under a blanket endorsement with respect to all activities under this Agreement in the policies required by Subsections 11.1 and 11.2. Contractor shall require all of its subcontractors to provide like endorsements.
- 11.5 Proof of Insurance: Prior to the commencement of any work under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of work under this Agreement.

12 MISCELLANEOUS TERMS AND CONDITIONS

- 12.1 Prohibited Interests: Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 12.2 Independent Contractor: The Parties acknowledge and agree that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Contractor hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 12.3 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.
- 12.4 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.
- 12.5 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.
- 12.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall

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- not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 12.7 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 12.8 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.
- 12.9 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.
- 12.10 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.
- 12.11 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 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

23
RESOLUTION NO. 25-1084

A RESOLUTION OF NECESSITY TO LEVY A RENEWAL OF AN EXISTING TAX, WITH AN INCREASE, IN EXCESS OF THE TEN-MILL LIMITATION FOR THE PURPOSES OF DEVELOPMENTAL DISABILITIES SERVICES AND FACILITIES:

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

PREAMBLE

WHEREAS, the amount of taxes that will be raised within the ten-mill limitation will be insufficient to provide for the necessary requirements of the Delaware County Board of Developmental Disabilities; and

WHEREAS, it is necessary to levy a tax in excess of the ten-mill limitation; and

WHEREAS, the levy would be for the purposes of operation of community programs and services authorized by county boards of developmental disabilities, and the acquisition, construction, renovation, financing, maintenance, and operation of developmental disabilities facilities, said purposes being authorized in R.C. 5705.19(L) and R.C. 5705.222; and

WHEREAS, a resolution declaring the necessity of levying a renewal of an existing tax, with an increase, outside the ten-mill limitation must be approved and certified to the Delaware County Auditor (“Auditor”) in order to permit the Delaware County Board of Commissioners (the “Board”) to consider the levy of such a tax and must request that the Auditor certify to the Board the following: (1) the total current tax valuation of Delaware County; (2) the number of mills for each one dollar of taxable value that is required to generate a specified amount of revenue; (3) the levy’s effective rate, expressed in dollars, rounded to the nearest dollar, for each one hundred thousand dollars of the Auditor’s appraised value; (4) the dollar amount of revenue, rounded to the nearest dollar, that would be generated by a specified number of mills for each one dollar of taxable value; and (5) an estimate of the levy’s annual collections, rounded to the nearest dollar, which shall be calculated assuming that the amount of the tax list of the taxing authority remains throughout the life of the levy the same as the

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amount of the tax list most recently certified by the Auditor under division (A) of section 319.28 of the Revised Code;

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED by the Board, at least two-thirds (2/3) of all of the members of the Board concurring, as follows:

1. The amount of taxes that will be raised within the ten-mill limitation will be insufficient to provide for the necessary requirements of the Delaware County Board of Developmental Disabilities.
2. It is necessary to levy a tax in excess of the ten-mill limitation.
3. **Pursuant to R.C. 5705.03(B)(1):**
 - a. The proposed rate of the tax is 2.7 mills, which constitutes a renewal levy at the rate of 2.0 mills for the existing tax levy, with an increase of 0.7 mills;
 - b. The purposes of the tax are the operation of community programs and services authorized by county boards of developmental disabilities, and the acquisition, construction, renovation, financing, maintenance, and operation of developmental disabilities facilities, said purposes being authorized in R.C. 5705.19(L) and R.C. 5705.222;
 - c. The levy is a renewal of an existing tax, with an increase;
 - d. The sections of the Revised Code authorizing submission of the question of the tax are R.C. 5705.03, 5705.19(L), 5705.222, and 5705.25;
 - e. The term of the tax is five (5) years;
 - f. The territory where the tax is to be levied is the entire territory of Delaware County;
 - g. The date of the election at which the question of the tax shall appear on the ballot is May 5, 2026;
 - h. The ballot measure shall be submitted upon the entire territory of Delaware County;
 - i. The tax will be first levied in tax year 2026 and first collected in calendar year 2027;
 - j. No territory outside Delaware County is subject to the tax.
4. Pursuant to R.C. 5705.03(B)(1), the Clerk of the Board is hereby directed to certify a copy of this Resolution to the Auditor. The Board hereby requests that the Auditor certify to this Board the following:
 - a. The total current tax valuation of Delaware County;
 - b. The levy's effective rate, expressed in dollars, rounded to the nearest dollar, for each one hundred thousand dollars of the Auditor's appraised value;
 - c. The dollar amount of revenue, rounded to the nearest dollar, that would be generated by the levy of 2.7 mills for each one dollar of taxable value; and
 - d. An estimate of the levy's annual collections, rounded to the nearest dollar, which shall be calculated assuming that the amount of the tax list of the taxing authority remains throughout the life of the levy the same as the amount of the tax list most recently certified by the Auditor under division (A) of section 319.28 of the Revised Code.
5. 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.
6. This Resolution shall be in full force and effect immediately upon adoption.

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

24
ADMINISTRATOR REPORTS

CA Davies, DCA Huston and Attorney Hochstettler – Nothing to report.

25
COMMISSIONERS' COMMITTEES REPORTS

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Commissioner Merrell – compliments to Commissioner Lewis after announcing retirement. He will be attending a Regional Planning meeting

Commissioner Benton – compliments to Commissioner Lewis. He attended a Jail tour and Deputy ride along

Commissioner Lewis – nothing to report.

26
RESOLUTION NO. 25-1085

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT OF A PUBLIC EMPLOYEE OR A PUBLIC OFFICIAL, FOR PENDING OR IMMINENT LITIGATION AND CONFIDENTIAL INFORMATION RELATED TO ECONOMIC DEVELOPMENT:

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

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

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

- (1) The information is directly related to a request for economic development assistance that is to be provided or administered under any provision of Chapter 715., 725., 1724., or 1728. or sections 701.07, 3735.67 to 3735.70, 5709.40 to 5709.43, 5709.61 to 5709.69, 5709.73 to 5709.75, or 5709.77 to 5709.81 of the Revised Code, or that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project; and
- (2) A unanimous quorum of the public body determines, by a roll call vote, that the executive session is necessary to protect the interests of the applicant or the possible investment or expenditure of public funds to be made in connection with the economic development project;

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

Section 1. The Board hereby adjourns into executive session for consideration of Appointment of a Public Employee or a Public Official, for Pending or Imminent Litigation and 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 negotiate with other political subdivisions respecting requests for Economic Development assistance.

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

27
RESOLUTION NO. 25-1086

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

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There being no further business, the meeting adjourned.

Jeff Benton

Barb Lewis

Gary Merrell

Jennifer Walraven, Clerk to the Commissioners