

COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 22, 2026

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

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

1
RESOLUTION NO. 26-32

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JANUARY 15, 2026:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in regular session on January 15, 2026; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the previous meeting.

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

2
PUBLIC COMMENT

3
RESOLUTION NO. 26-33

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR 0121 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR 0121:

It was moved by Mrs. Lewis, seconded by Mr. Merrell, to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR 0121, Procurement Card Payments in batch number PCAPR 0121, and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO’ Increase			
(P2600928) PNC	Childrens Services	22511607-5300	\$14,500.00
(P2600930) PNC Bank	JFS PRC	22411602-5300	\$5,000.00
(P2600929) PNC Bank	Workforce Investment Act	22311611-5300	\$19,800.00
(P2600927) PNC	JFS Administration	22411605-5200	\$4,800.00
(P2600927) PNC	JFS Administration	22411605-5300	\$3,500.00
(P2600586) Commissioners	CSEA	23711630-5335	\$35,000.00

PR Number	Vendor Name	Line Description	Account	Amount
R2600906	BOARD OF DEVELOPMENTAL DISABILITIES	HPC TRANSPORTATION	22511607 - 5348	\$ 20,000.00
R2600918	BUCKEYE RANCH INC	FOSTER CARE SFY26	22511607 - 5350	\$ 47,000.00
R2600918	BUCKEYE RANCH INC	MSY PLACEMENT SFY26	77361611 - 5342	\$ 1.00
R2600918	BUCKEYE RANCH INC	FFP PLACEMENT SFY26	77361612 - 5342	\$ 1.00
R2600954	FORENSIC FLUIDS LABS	DRUG SCREENS 2026	22511607 - 5342	\$ 30,000.00
R2600963	KIDS COUNT TOO INC	FOSTER CARE SFY26	22511607 - 5350	\$ 32,000.00
R2600969	LISA A DAVIS RN MA LPCC	PSYCHOLOGICAL SERVICES 03 25-02 26	22511607 - 5342	\$ 15,000.00
R2600969	LISA A DAVIS RN MA LPCC	MSY PSYCHOLOGICAL SERVICES 03 25-02 26	77361611 - 5342	\$ 1.00
R2600969	LISA A DAVIS RN MA LPCC	FFP PSYCHOLOGICAL SERVICES 03 25-02 26	77361612 - 5342	\$ 1.00
R2600974	NATIONAL YOUTH ADVOCATE PROGRAM INC	FOSTER CARE SFY26	22511607 - 5350	\$ 80,000.00

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R2600974	NATIONAL YOUTH ADVOCATE PROGRAM INC	MSY PLACEMENT SFY26	77361611 - 5342	\$ 1.00
R2600974	NATIONAL YOUTH ADVOCATE PROGRAM INC	FFP PLACEMENT SFY26	77361612 - 5342	\$ 1.00
R2601050	NOBLE VISION BEHAVIOR HEALTH LLC	FOSTER CARE SFY26	22511607 - 5350	\$ 135,000.00
R2601051	THE NUTTER CENTER FOR EMPOWERING WOMEN INC	FOSTER CARE SFY26	22511607 - 5350	\$ 110,000.00
R2601097	RESCARE OHIO INC	FOSTER CARE SFY26	22511607 - 5350	\$ 7,200.00
R2601211	VARIOUS JFS BOARD AND CARE	BOARD & CARE	22511607 - 5350	\$ 45,000.00
R2601215	VARIOUS JFS ADOPTION ASSISTANCE	ADOPTION ASSISTANCE	22511607 - 5348	\$ 38,000.00
R2601218	VARIOUS JFS DAY CARE	VARIOUS DAYCARE	22511607 - 5348	\$ 50,000.00
R2601222	VARIOUS JFS FOSTER REIMB	REIMBURSEMENTS	22511607 - 5350	\$ 10,000.00
R2601239	OHIO DEPARTMENT OF MEDICAID	MSY GRANT RECONCILIATION	77361611 - 5319	\$ 43,057.75
R2601247	VARIOUS FCFC PARENT REIMB	FCSS PARENT REIMB	77361610 - 5348	\$ 500.00
R2601247	VARIOUS FCFC PARENT REIMB	MSY PARENT REIMB	77361611 - 5348	\$ 5,000.00
R2601247	VARIOUS FCFC PARENT REIMB	FFP PARENT REIMB	77361612 - 5348	\$ 25,000.00
R2601248	VARIOUS FCFC CLIENT SERVICES	FCSS VENDOR REIMB	77361610 - 5348	\$ 8,000.00
R2601248	VARIOUS FCFC CLIENT SERVICES	MSY VENDOR REIMB	77361611 - 5348	\$ 1,000.00
R2601248	VARIOUS FCFC CLIENT SERVICES	FFP VENDOR REIMB	77361612 - 5348	\$ 15,000.00
R2601249	TREASURER,STATE OF OHIO	BACKGROUND CHECKS	22511607 - 5348	\$ 5,000.00
R2601249	TREASURER,STATE OF OHIO	LEADS ACCESS FEES	22511607 - 5308	\$ 600.00
R2601249	TREASURER,STATE OF OHIO	FCFC CONFERENCE	70161603 - 5305	\$ 800.00
R2601336	ROYAL DOCUMENT DESTRUCTION	SHREDDING SERVICES	10011103 - 5301	\$ 14,000.00
R2601377	GOVCONNECTION INC	MACBOOK PRO 16 IPAD PRO 13	10011303 - 5260	\$ 6,163.25
R2601377	GOVCONNECTION INC	IPAD 11	10011303 - 5201	\$ 5,274.50
R2601411	EVOQUA WATER TECHNOLOGIES LLC	CHEMICALS	66211900 - 5290	\$ 250,000.00
R2601411	EVOQUA WATER TECHNOLOGIES LLC	EQUIPMENT PARTS	66211900 - 5228	\$ 1,000.00
R2601412	HEAVY DUTY TRUCK & EQUIP SRVC INC	VEHICLE REPAIRS	66211900 - 5328	\$ 33,000.00
R2601413	GENUINE PARTS COMPANY	OPERATING SUPPLIES	66211900 - 5201	\$ 6,600.00
R2601413	GENUINE PARTS COMPANY	EQUIPMENT PARTSQ	66211900 - 5228	\$ 200.00
R2601415	CINTAS CORPORATION	OPERATING SUPPLIES	66211900 - 5201	\$ 7,000.00
R2601415	CINTAS CORPORATION	PERSONAL PROTECTIVE EQUIPMENT	66211900 - 5225	\$ 2,300.00
R2601415	CINTAS CORPORATION	BOTTLED WATER	66211900 - 5294	\$ 3,800.00
R2601415	CINTAS CORPORATION	MAT RENTAL	66211900 - 5335	\$ 15,000.00
R2601415	CINTAS CORPORATION	UNIFORM RENTAL	66211900 - 5336	\$ 30,000.00
R2601417	CENTRAL OHIO TIRE OF DELAWARE INC	VEHICLE REPAIRS	66211900 - 5328	\$ 22,000.00
R2601417	CENTRAL OHIO TIRE OF DELAWARE INC	OPERATING SUPPLIES	66211900 - 5201	\$ 500.00
R2601418	CERTIFIED LABORATORIES	OPERATING SUPPLIES	66211900 - 5201	\$ 12,000.00
R2601418	CERTIFIED LABORATORIES	PERSONAL PROTECTIVE EQUIPMENT	66211900 - 5225	\$ 3,600.00
R2601419	FLOW-LINER SYSTEMS LTD	SANITARY PIPE LINING SYSTEM - WILLIS BUILDING	42011438 - 5410	\$ 49,716.00
R2601441	GILBANE BUILDING COMPANY	GMP 1 - SHARED SERVICES BUILDING	42411477 - 5410	\$ 8,348,887.00
R2601475	ENDICOTT MICROFILM INC	MICROFILM SUPPLIES	10011103 - 5201	\$ 22,000.00

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R2601482	PNC BANK	FCFC-FFP	77361612 - 5300	\$ 6,000.00
R2601502	DLZ OHIO INC	SERVICES	66611900 - 5410	\$ 25,000.00
R2601502	DLZ OHIO INC	PROJECTS	66611900 - 5415	\$ 25,000.00
R2601502	DLZ OHIO INC	SERVICES	66711900 - 5410	\$ 50,000.00
R2601511	TREASURER,DELAWARE COUNTY	PROPERTY TAX - 888 US HWY 42 N	10011102 - 5380	\$ 55,290.99
R2601514	PRIME CONSTRUCTION MANAGEMENT & SURVEY INC	RESIDENTIAL CONSTRUCTION INSPECTION SERVICES	66211900 - 5301	\$ 35,000.00
R2601514	PRIME CONSTRUCTION MANAGEMENT & SURVEY INC	SERVICES	66611900 - 5410	\$ 150,000.00
R2601519	PETERSON CONSTRUCTION CO	PROJECT - GMP 2 - RESOLUTION 25-900	66611900 - 5410	\$ 6,385,041.00
R2601522	PETERSON CONSTRUCTION CO	UPGRADES AT ACWRF AND ACPS - RESOLUTION 25-351	66611900 - 5410	\$ 10,465.00
R2601523	HAZEN AND SAWYER PC	TREATMENT PLANT AND EPA PERMITTING SUPPORT	66211900 - 5301	\$ 23,785.68
R2601525	NCL OF WISCONSIN INC	OPERATING SUPPLIES	66211900 - 5201	\$ 13,000.00
R2601526	RUBBERTEC INDUSTRIAL PROD	OPERATING SUPPLIES	66211900 - 5201	\$ 11,000.00
R2601529	CRAUN LIEBING CO INC	EQUIPMENT PARTS	66211900 - 5228	\$ 8,800.00
R2601531	FACILITIES	VEHICLE FUEL AND PARTS	66211900 - 5228	\$ 135,000.00
R2601531	FACILITIES	VEHICLE REPAIR AND SERVICE	66211900 - 5328	\$ 25,000.00
R2601531	FACILITIES	OFFICE PHONES	66211900 - 5330	\$ 1,600.00
R2601531	FACILITIES	OFFICE POSTAGE	66211900 - 5331	\$ 3,000.00
R2601532	HD SUPPLY FACILITIES MAINT LTD	OPERATING SUPPLIES	66211900 - 5201	\$ 24,000.00
R2601533	MCNAUGHTON MCKAY INC	EQUIPMENT PARTS	66211900 - 5228	\$ 13,700.00
R2601537	M TECH COMPANY	EQUIPMENT PARTS	66211900 - 5228	\$ 5,000.00
R2601537	M TECH COMPANY	EQUIPMENT REPAIRS	66211900 - 5328	\$ 14,000.00
R2601540	BECKMAN ENVIRONMENTAL SERVICES INC	HIGH TIDE SERVICE	66211900 - 5330	\$ 11,050.00
R2601541	HACH CO	OPERATING SUPPLIES	66211900 - 5201	\$ 7,700.00
R2601541	HACH CO	EQUIPMENT PARTS	66211900 - 5228	\$ 3,300.00
R2601542	FEECORP INC	VAC BOX RENTAL SERVICES	66211900 - 5335	\$ 33,000.00
R2601544	AIR FORCE ONE INC	EQUIPMENT MAINTENANCE SERVICES	66211900 - 5328	\$ 6,300.00
R2601545	IDEXX DISTRIBUTION INC	LAB SUPPLIES	66211900 - 5201	\$ 13,800.00
R2601552	POLYDYNE INC	LIQUID POLYMER	66211900 - 5290	\$ 243,750.00
R2601554	TIDEWATER PRODUCTS INC	LIQUID POLYMER	66211900 - 5290	\$ 81,250.00
R2601557	HEALTH DEPARTMENT	2026 LITTER GRANT	22111502 - 5365	\$ 89,765.00
R2601584	BEEMS BP DIST INC	GENERATOR AND TRUCK FUEL	66211900 - 5228	\$ 7,000.00
R2601586	VEOLIA WATER TECHNOLOGIES INC	DI UNIT SERVICE	66211900 - 5328	\$ 4,000.00
R2601586	VEOLIA WATER TECHNOLOGIES INC	DI TANK RENTAL	66211900 - 5335	\$ 1,100.00
R2601587	INDUSTRIAL ENVIRONMENTAL	OPERATING SUPPLIES	66211900 - 5201	\$ 950.00
R2601587	INDUSTRIAL ENVIRONMENTAL	PERSONAL PROTECTIVE EQUIPMENT	66211900 - 5225	\$ 1,500.00
R2601587	INDUSTRIAL ENVIRONMENTAL	EQUIPMENT REPAIR SERVICES	66211900 - 5328	\$ 4,000.00
R2601588	HOFFMAN ANALYTIC SERVICES INC	LAB TESTING SERVICES	66211900 - 5301	\$ 45,000.00
R2601592	TREASURER,STATE OF OHIO	OHIO EPA ANNUAL DISCHARGE AND SLUDGE FEES	66211900 - 5316	\$ 22,000.00
R2601625	B L ANDERSON LLC	(2) SOFT STARTS	66211900 - 5260	\$ 5,703.20

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

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4
RESOLUTION NO. 26-34

**IN THE MATTER OF A NEW LIQUOR LICENSE FROM LAH & ASSOCIATES, LLC, AND
FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND
NO REQUEST FOR A HEARING:**

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

WHEREAS, the Ohio Division of Liquor Control has notified the Delaware County Board of Commissioners of a request for a new D5 license from LAH & Associates, LLC, located at 801 Carters Corner Road, Berkshire Township, Sunbury, Ohio 43074; and

WHEREAS, the Delaware County Board of Commissioners has found no reason to file an objection;
NOW, THEREFORE, BE IT RESOLVED that the Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

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

5
RESOLUTION NO. 26-35

**IN THE MATTER OF EXTENDING THE FILING DATES FOR THE FILING OF PLANS,
REPORTS, AND SCHEDULES FOR VARIOUS PENDING DRAINAGE IMPROVEMENT
PROJECTS:**

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

WHEREAS, on June 10, 2021, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No. 21-520, granting the prayer of the petition for the Zerbe-O’Keefe #265 Watershed Drainage Improvement Project, directing the Delaware County Engineer to proceed with preparation of plans, reports, and schedules for the Zerbe-O’Keefe #265 Watershed Drainage Improvement Project, and fixing June 10, 2023, which was later extended to December 10, 2025, as the date by which the Delaware County Engineer shall file the plans, reports, and schedules; and

WHEREAS, on October 7, 2021, the Board adopted Resolution No. 21-960, granting the prayer of the petition for the Buell #542 Watershed Drainage Improvement Project, directing the Delaware County Engineer to proceed with preparation of plans, reports, and schedules for the Buell #542 Watershed Drainage Improvement Project, and fixing October 7, 2023, which was later extended to October 7, 2025, as the date by which the Delaware County Engineer shall file the plans, reports, and schedules; and

WHEREAS, on January 9, 2020, the Board adopted Resolution No. 20-43, granting the prayer of the petition for the Watson-Ford #25 Watershed Drainage Improvement Project, directing the Delaware County Engineer to proceed with preparation of plans, reports, and schedules for the Watson-Ford #25 Watershed Drainage Improvement Project, and fixing January 9, 2022, as the date by which the Delaware County Engineer shall file the plans, reports, and schedules, which date was subsequently extended to January 9, 2024, extended again to January 9, 2025, and extended again to January 9, 2026; and

WHEREAS, on March 14, 2022, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No. 22-182, granting the prayer of the petition for the Harsh #480 Watershed Drainage Improvement Project, directing the Delaware County Engineer to proceed with preparation of plans, reports, and schedules for the Harsh #480 Watershed Drainage Improvement Project, and fixing March 14, 2023, which was later extended to June 30, 2025, as the date by which the Delaware County Engineer shall file the plans, reports, and schedules; and

WHEREAS, on September 3, 2020, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No. 20-785, granting the prayer of the petition for the Davis #240 Watershed Drainage Improvement Project, directing the Delaware County Engineer to proceed with preparation of plans, reports, and schedules for the Davis #240 Watershed Drainage Improvement Project, and fixing September 3, 2022, which was later extended to September 3, 2025, as the date by which the Delaware County Engineer shall file the plans, reports, and schedules; and

WHEREAS, on June 26, 2023, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No. 23-552, granting the prayer of the petition for the Jones #60 Watershed Drainage Improvement Project, directing the Delaware County Engineer to proceed with preparation of plans, reports, and schedules for the Jones #60 Watershed Drainage Improvement Project, and fixing June 26, 2025, as the date by which the Delaware County Engineer shall file the plans, reports, and schedules; and

WHEREAS, additional time is required to allow for field survey, design, and engineer review for the Zerbe-O’Keefe #265 Watershed Drainage Improvement Project; the Buell #542 Watershed Drainage Improvement Project; the Watson-Ford #25 Watershed Drainage Improvement Project; the Harsh #480 Watershed Drainage Improvement Project; the Davis #240 Watershed Drainage Improvement Project; and the Jones #60

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Watershed Drainage Improvement Project;

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

Section 1. The Board hereby extends the date by which the Delaware County Engineer shall file the plans, reports, and schedules for the Zerbe-O’Keefe #265 Watershed Drainage Improvement Project to December 10, 2026.

Section 2. The Board hereby extends the date by which the Delaware County Engineer shall file the plans, reports, and schedules for the Buell #542 Watershed Drainage Improvement Project to December 10, 2027.

Section 3. The Board hereby extends the date by which the Delaware County Engineer shall file the plans, reports, and schedules for the Watson-Ford Watershed Drainage Improvement Project to December 10, 2027.
Section 4. The Board hereby extends the date by which the Delaware County Engineer shall file the plans, reports, and schedules for the Harsh #480 Watershed Drainage Improvement Project to December 10, 2027.

Section 5. The Board hereby extends the date by which the Delaware County Engineer shall file the plans, reports, and schedules for the Davis #240 Watershed Drainage Improvement Project to December 10, 2027.

Section 6. The Board hereby extends the date by which the Delaware County Engineer shall file the plans, reports, and schedules for the Jones #60 Watershed Drainage Improvement Project to December 10, 2027.

Section 7. Upon filing the plans, reports, and schedules in accordance with this Resolution, the Clerk of the Board will prepare a resolution to fix a date not fewer than twenty-five nor more than ninety days thereafter when a final hearing on the report shall be held and will give proper notification to property owners in the affected watershed of the date and time of the hearing.

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

6
RESOLUTION NO. 26-36

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Human Resources Department is requesting that Matt Brown attend the NPELRA Conference, in Charlotte, NC on April 19, 2026-April 22, 2026, at the cost of \$3,110.00.

The Human Resources Department is requesting that Dawn Huston attend the NPELRA Conference, in Charlotte, NC on April 19, 2026-April 22, 2026, at the cost of \$3,110.00.

The Job and Family Services Department is requesting that Robert Anderson attend the NPELRA Conference, in Charlotte, NC on April 19, 2026-April 22, 2026, at the cost of \$2,743.40.

The Emergency Communications Department is requesting that Matthew Fletcher attend the 2026 Tyler Connect Conference, in Las Vegas, NV on April 6, 2026-April 11, 2026, at the cost of \$4,149.00.

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

7
RESOLUTION NO. 26-37

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS AND AN ADVANCE OF FUNDS:

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

Supplemental Appropriation		
10026202-5360	Juvenile Correction Center/Court Related Services	118,701.94

Advance of Funds		
From:	To:	
10011102-8500	37826328-8400	39,307.00
Commissioners General/Advance Out	Human Trafficking Proj/Advance In	

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

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8
RESOLUTION NO. 26-38

IN THE MATTER OF APPROVING DECREASE OF APPROPRIATIONS AND SUPPLEMENTAL APPROPRIATIONS FOR THE EMERGENCY MANAGEMENT AGENCY:

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

Decrease in Appropriations		
21581301-5200	Emergency Management Agency/PC Materials Supplies	5,000.00
21581301-5201	Emergency Management Agency/Gen Supplies & Equip	3,000.00
21581301-5217	Emergency Management Agency/Books and Periodicals	300.00
21581301-5305	Emergency Management Agency/Training & Staff Development	3,480.00
21581301-5308	Emergency Management Agency/Memberships, Subscriptions, Dues	200.00
21581301-5313	Emergency Management Agency/Printing and Related Services	200.00
21581301-5315	Emergency Management Agency/Satellite, Cable, Internet	2,000.00
21581301-5317	Emergency Management Agency/Public Relations & Promotions	1,000.00
21581301-5325	Emergency Management Agency/Maint Contracts & Agreements	500.00
21581301-5330	Emergency Management Agency/Communication Services	150.00
21581301-5331	Emergency Management Agency/Postal and Freight Services	200.00
21581301-5342	Emergency Management Agency/Medical & Health Related Serv	25.00
21581301-5380	Emergency Management Agency/Other Services	25.00
Supplemental Appropriations		
21581301-5101	Emergency Management Agency/Health Insurance	4,722.00
21581301-5224	Emergency Management Agency/Uniforms and Clothing	1,200.00
21581301-5294	Emergency Management Agency/Food Supplies	250.00
21581301-5310	Emergency Management Agency/Travel (Nontaxable)	1,800.00
21581301-5321	Emergency Management Agency/Software Licenses/Subscription	575.00
21581301-5365	Emergency Management Agency/Grant Related Services	12,750.00

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

9
RESOLUTION 26-39

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN ORANGE TOWNSHIP, THE DELAWARE COUNTY OFFICE OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT, AND DELAWARE COUNTY REGARDING THE USE OF FREQUENCIES FOR ACTIVATING TORNADO SIRENS:

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

AGREEMENT REGARDING THE USE OF FREQUENCIES
FOR ACTIVATING TORNADO SIRENS

This agreement by and between the Orange Township Board of Trustees, Delaware County Office of Homeland Security and Emergency Management (“EMA”), and Delaware County, Ohio together “The Parties”, witnesseth:

By mutual agreement of the Parties and for good and valuable consideration, receipt of which is hereby acknowledged by all Parties, it is hereby agreed that:

- 1) Orange Township desires to utilize the signal generated by the Delaware County Early Warning System on frequency 154.355 MGH; or any successor, to activate its City of Powell Outdoor Warning Siren as an Early Warning System.
- 2) The County and EMA agree to allow Orange Township to utilize the radio frequency set forth above to activate its tornado siren upon the terms set forth herein.
- 3) To the extent permitted by law, Orange Township agrees to forever release and absolve Delaware County and EMA from any and all liability resulting from the operation or non-operation of the City’s Outdoor Warning Siren System for whatever reason and for whatever cause.
- 4) Delaware County and EMA have reviewed and approved the terms of this agreement.

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

10
RESOLUTION NO. 26-40

IN THE MATTER OF AUTHORIZING THE PURCHASE OF PATIENT SIMULATORS FOR THE

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USE OF THE DELAWARE COUNTY EMERGENCY MEDICAL SERVICES DEPARTMENT AND APPROVING A QUOTE, SALES TERMS AND CONDITIONS, AND END USER LICENSE AGREEMENT WITH GAUMARD SCIENTIFIC COMPANY:

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

WHEREAS, the Delaware County Board of Commissioners (the "Board") has before it a request from the Delaware County Emergency Medical Services Department to expend county monies for the purchase of new simulator packages; and

WHEREAS, the packages comes equipped with high fidelity, highly interactive mannequins, a wireless streaming package, accessories, warranties, and service plans; and

WHEREAS, the Board and Delaware County EMS have found that investments into the training and equipment of Delaware County EMS provide significant benefit to the citizens and visitors of Delaware County and the partners of Delaware County EMS;

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

Section 1. The Board hereby authorizes the purchase of one new Code Blue III Newborn medium skin tone resuscitation and emergency care simulator package at the total cost of \$10,980.00 and one new HAL® S3000 simulator package at the total cost of \$53,110.00, for the use of the Delaware County Emergency Medical Services Department.

Section 2. The Board hereby approves the quote(s), sales terms and conditions, and end user license agreement with Gaumard Scientific Company for the purchase of the simulator packages.

Section 3. The Board hereby approves the purchase order to Gaumard Scientific Company, in the amount of \$64,090, for the purchase authorized herein from 42311453-5450.

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

**GAUMARD SALES TERMS AND
CONDITIONS**

These Gaumard Scientific Company, Inc. ("Gaumard") Sales Terms and Conditions ("Terms") apply to the sale or use of Gaumard-branded equipment ("Equipment"), and Gaumard-branded supplies ("Supplies"), collectively referred to as "Product" or "Products" and Gaumard Software ("Software" as defined in paragraph 12) between Gaumard and the entity named on the applicable Gaumard Invoice ("Customer") (collectively, "Party" or "Parties"). The Parties, intending to be legally bound, agree as follows.

1. **Agreement.** Customer agrees to purchase from Gaumard the Products set forth in the quotes and invoices accepted by both Customer and Gaumard from time-to-time. These Terms, along with any Gaumard Exhibits, any applicable Gaumard Quotation, Gaumard Invoice documents, Gaumard Limited Product Warranty documents, Gaumard Cares Service Plan documents, and any other purchasing or service documents executed by both Parties constitute the complete and entire agreement between Gaumard and Customer (collectively referred to herein as the "Agreement"). This Agreement will supersede all other quotations, agreements, understandings, warranties, and representations (whether written or oral) between the Parties with respect to the subject matter set forth in this Agreement. Any Customer documentation (including Customer's purchase order terms and conditions) containing pre-printed or additional terms that conflict with or attempt to modify this Agreement in any way are hereby rejected and of no effect unless specifically agreed to in writing and signed by the Parties. No provision of this Agreement shall be waived, amended, modified, superseded, canceled, terminated, renewed, or extended except in a written document signed by both Parties. This Agreement may be terminated by Gaumard at any time for any reason, or no reason, by giving thirty (30) days prior written notice to Customer.
2. **Prices.** Prices, fees, and charges for Products and services (including maintenance, installation, and training as described in the applicable Gaumard Quotation, Gaumard Invoice, Gaumard Limited Product Warranty documents, or Gaumard Cares Service Plan documents ("Service" or "Services") are payable in United States (U.S.) Dollars only, and do not include any applicable taxes or shipping charges. If Customer claims any tax exemption, it must furnish a valid tax exemption certificate before shipment of Products. Customer is responsible for payment of any applicable taxes, whether invoiced by Gaumard or not. Unless such certificate is furnished, Customer agrees to pay at its sole expense all applicable taxes, assessments, fees, penalties, import duties, and merchandise processing fees that may be levied or assessed upon Customer or Gaumard with respect to this Agreement, the Products, or any interest therein.

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3. **Payment.** Unless otherwise agreed to in writing by Gaumard, Customer shall pay invoices net twenty (20) days from the invoice date. A late charge will be due on any unpaid balance at a rate of 1.0% per month or the maximum rate otherwise permitted by law, whichever is lower. Gaumard may charge interest at the maximum rate permitted by law on all amounts not paid by the invoice due date. Gaumard retains a purchase money security interest in all Products sold to Customer to secure payment of the total purchase price thereof. Customer hereby grants Gaumard the right to file a copy of this Agreement with any appropriate authorities to evidence this security interest. Customer agrees to execute and deliver such other documents as Gaumard may request in connection therewith. Gaumard is not obligated to deliver any Product or perform any Service during any period when Customer payment is past due. Customer will be responsible for all costs (including reasonable attorneys' fees and costs of court) incurred by Gaumard to collect overdue payments and/or to take possession or otherwise dispose of Products for which payment is overdue.

4. **Product Shipment and Risk of Loss.** Unless otherwise agreed to in writing by Gaumard, all Products will be shipped F.O.B. Origin, regardless of any provisions for payments of freight, insurance, the form of shipping documents, or selection of carrier by Gaumard. As such, title to the Products passes to the Customer at the shipping dock of Gaumard (or of Gaumard's supplier or authorized agent). Customer is responsible for shipping charges and for the cost of insurance paid to cover any losses that may occur from Gaumard's shipment point to Customer's receipt. Gaumard will provide reasonable assistance to Customer in processing any loss claims. Gaumard shall use reasonable efforts to meet the Gaumard-specified delivery dates. If Gaumard fails to make delivery within a reasonable time for reasons other than Customer's fault or circumstances beyond Gaumard's reasonable control, then Customer's sole remedy is to terminate the applicable Gaumard Invoice, whereupon Gaumard will refund any pre-payments received from Customer relating to such Gaumard Invoice.

5. **Installation and Acceptance.** Purchase Orders are subject to: 1) written acceptance by Gaumard; 2) receipt by Gaumard of required deposits or pre-paid amounts, as applicable; and 3) continuing credit approval. If applicable, Gaumard will install Equipment at an agreed upon location ("Installation"). All Products shall be deemed accepted upon delivery to Customer's location or dock. Installation is subject to Customer's cooperation in preparing and maintaining the site in compliance with Gaumard specifications, including but not limited to, provision of necessary permits, site readiness (any applicable electrical and other connections are installed and available for use), and all environmental conditions. If Customer's site is not fully prepared for Installation of the Products, Gaumard will not be able to perform the Installation and Customer shall be solely responsible for any storage, handling, or other arrangements to hold the Products for future Installation. If applicable, Customer and Gaumard shall jointly set a new Installation date. Customer shall ensure that the site is fully prepared for Installation before attempting to re-schedule Installation, that Product to be installed is available onsite, and shall bear all costs associated with the Installation and re-scheduling of same.

6. **Delay of Performance.** The Parties' obligations under this Agreement are subject to force majeure, including but not limited to, civil insurrection, terrorism, fire, flood, labor disputes, shortages, delays of suppliers or contractors, or government priority systems, actions taken or threatened by any governmental agencies, acts of God or other contingencies or acts not within the sole control of the Parties. Gaumard reserves the right during any shortage period to: (a) make Supplies available to Customer (as Gaumard deems appropriate) and (b) make substitutions and modifications in the specifications of any Products, provided such substitutions or modifications do not materially affect the performance of Products.

7. **LIMITED PRODUCT WARRANTY.** Gaumard warrants that if a Gaumard-branded Product proves to be defective in material or workmanship within one year from the date on which title to the Product passes to the Customer ("Limited Product Warranty Period"), Gaumard will, at Gaumard's option, repair or replace the Gaumard Product. This Limited Product Warranty covers all defects in material and workmanship in the Gaumard Product, except: (a) Damage resulting from accident, misuse, abuse, neglect, or unintended use of the Gaumard Product; (b) Damage resulting from failure to properly maintain or store the Gaumard Product in accordance with Gaumard Product instructions, including failure to properly clean the Gaumard Product; and (c) Damage resulting from a repair or attempted repair of the Gaumard Product by anyone other than Gaumard or a Gaumard representative. Customer shall ensure that any Gaumard-branded Product(s) that are shipped to Gaumard by Customer for a covered repair will be shipped properly in the shipping box. Customer will ensure that there are no other tracking labels (aside from the tracking label provided by Gaumard to Customer) on the shipping package. Customer shall also ensure to properly affix the plastic shipping pouch where the label will be provided. Should Customer not have a plastic shipping pouch, Customer shall ensure to use clear shipping tape over the shipping label to ensure that the shipping label is entirely covered. Gaumard shall not be responsible for any Gaumard-branded Product that is lost during transit. Replacement parts are warranted for the remainder of the Limited Product Warranty Period or ninety (90) days from shipment of a replacement part, whichever is longer. Services are warranted to be supplied in a workman-like manner. Gaumard does not warrant that use of the Gaumard Products will be uninterrupted or error-free, or that the

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Products will operate with non-Gaumard authorized third-party products. THE FOREGOING LIMITED PRODUCT WARRANTIES ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO: 1) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY OR NON-INFRINGEMENT; 2) RELATING TO ANY THIRD-PARTY PRODUCTS OR SOFTWARE; OR 3) REGARDING THE RESULTS TO BE OBTAINED FROM THE PRODUCTS OR SOFTWARE. GAUMARD EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS NOT STATED IN IBIS LIMITED PRODUCT WARRANTY. THIS LIMITED PRODUCT WARRANTY MAY BE VOIDED BY GAUMARD, AT GAUMARD'S SOLE DISCRETION, IF THIRD-PARTY PRODUCTS NOT PROVIDED OR AUTHORIZED BY GAUMARD ARE INSTALLED ON THE GAUMARD PRODUCT.

THIS LIMITED PRODUCT WARRANTY IS GIVEN SOLELY TO THE ORIGINAL CUSTOMER AND IS NOT GIVEN TO ANY THIRD PARTY INCLUDING, WITHOUT LIMITATION, SUBSEQUENT PURCHASERS OR USERS OF THE PRODUCTS OR CUSTOMERS OF THE CUSTOMER. THIS LIMITED PRODUCT WARRANTY IS VOID UPON TRANSFER OF PRODUCT BY CUSTOMER TO ANY OTHER ENTITY. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO CUSTOMER.

THIS LIMITED PRODUCT WARRANTY DOES NOT APPLY TO ANY PRODUCTS THAT ARE SUPPLIED ON A PRE-RELEASE OR "AS-IS" BASIS.

- 8. Limited Product Warranty: Claims and Remedies.** In the event of any Limited Product Warranty claim, Gaumard, at its option, will repair or replace with new or repaired items any Product part or component that is covered by the Limited Product Warranties specified in Section 7 of these Terms (the "Limited Product Warranty"). At its option, Gaumard also may choose to issue a credit to Customer in an amount equal to the depreciated price of the product. Items, including parts, repaired or replaced shall become Gaumard property. All Limited Product Warranty claims shall be initiated by contacting Gaumard within the applicable Limited Product Warranty Period and within thirty (30) days after discovery of the alleged non-conformity. If Customer has failed to notify Gaumard within the applicable Limited Product Warranty Period, then Customer shall be barred from instituting any action thereafter. Customer shall not return any Product to Gaumard without prior authorization from Gaumard. If the necessary repairs to the Product are covered by the Limited Product Warranty, then Customer shall pay only the incidental expenses associated with the repair, including any shipping, handling, and related costs for sending the Product to Gaumard and for sending the Product back to the Customer. However, if the necessary repairs to the Product are not covered by the Limited Product Warranty, then Customer shall be liable for all repair costs in addition to costs of shipping and handling. Upon request, Gaumard must be given access to and an opportunity to inspect the Product and any working areas and storage areas. These remedies shall comprise Gaumard's entire liability and Customer's exclusive remedy for breach of warranty and are in lieu of any other remedies at law or equity.

9. LIMITATION OF LIABILITY. GAUMARD SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSSES, DAMAGES, OR EXPENSES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, OR USE), DIRECTLY OR INDIRECTLY ARISING FROM THE SALE, HANDLING, SERVICE, OR USE OF PRODUCT OR SERVICES ORDERED OR FURNISHED, OR FROM ANY CAUSE RELATING THERETO. EXCEPT FOR PERSONAL INJURY OR DEATH TO THE EXTENT RESULTING FROM GAUMARD'S GROSSLY NEGLIGENT OR INTENTIONALLY WRONGFUL ACTS OR OMISSIONS, IN NO EVENT SHALL GAUMARD BE LIABLE UNDER ANY LEGAL THEORY OR FOR ANY CAUSE RELATED TO A PRODUCT OR SERVICE, WHETHER BASED UPON WARRANTY, CONTRACT, TORT, NEGLIGENCE, OR OTHER THEORY, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, FOR ANY AMOUNT IN EXCESS OF THE PRICE, FEE, OR CHARGE RECEIVED BY GAUMARD FOR SUCH PRODUCT OR SERVICE.

10. Governmental Authorizations. Customer is responsible for compliance and costs associated with all required licenses, permits, or other governmental authorizations, including but not limited to, any license or certification needed for Customer to use the Product, and any export or import license, exchange permit, or the like ("Licenses"), even if applied for by Gaumard on Customer's behalf. If any authorization is delayed, denied, revoked, restricted, or not renewed, Gaumard shall not be liable, and Customer is not relieved of its obligations. Customer agrees that it shall handle all Product and technical data related to the Licenses so that it conforms to all applicable U.S. Laws and Regulations, including U.S. Export Licensing Laws and the U.S. Foreign Corrupt Practices Act. Customer shall not trans-ship, divert, re-export or otherwise dispose of any U.S. origin goods or technology obtained from Gaumard except as U.S. Laws and Regulations expressly permit.

11. Indemnity.

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a. Gaumard agrees to indemnify, defend and hold Customer, its officers, directors, employees, agents and contractors harmless from and against all direct losses, damages, liability, costs and expenses (including reasonable attorneys' fees and expenses) by reason of any claims or actions by third parties against Customer for: (1) bodily injury or death, and damage, loss or destruction of any real or tangible personal property, which third party claims arise out of or relate to Gaumard's gross negligence or willful misconduct or (2) infringement or misappropriation by Gaumard of any United States intellectual property rights under this Agreement.

12. Software License. For purposes of these Terms, the term "Software" is defined as all Gaumard- branded computer software, firmware, and associated documentation, whether in printed or machine- readable form, supplied by reason of this Agreement or for use in connection with Equipment or Services. To the extent the Product includes Software, Customer's use of the Software is governed by the Gaumard End User License Agreement attached as Exhibit A to these Terms.

13. Confidential Information. Customer shall maintain the confidentiality of any information provided or disclosed by Gaumard relating to the Software (as defined above), the Product, the Equipment, the Supplies, business or customers of Gaumard, as well as this Agreement and its terms (including the pricing and other financial terms under which the Customer will be obtaining the Products and Services hereunder) ("Confidential Information"). Customer shall use reasonable care to protect the confidentiality of Gaumard's Confidential Information, but no less than the degree of care it would use to protect Customer's own confidential information and shall only disclose Gaumard's Confidential Information to its employees and agents having a need to know this information and who are subject to written confidentiality agreements having terms at least as restrictive as those contained herein. The obligations of confidentiality set forth herein shall not apply to any of the following: (1) information in the public domain at the time of disclosure; and (2) information required to be disclosed pursuant to applicable law or a court order; provided, however, Customer shall provide Gaumard notice of any request or order to disclose confidential information and an opportunity for Gaumard to dispute the request or order.

14. Intended Uses. Products are only intended for the uses described in the applicable user's guide or instructions for use. Customer assumes all risks associated with non-listed uses of Products.

15. Compliance with Laws. Gaumard and Customer agree to comply with all federal and state laws that govern the enforceability and performance of this Agreement.

16. IDPAA Compliance. As of the Effective Date, the Parties are not planning to transfer any personal patient information between them. However, the Parties understand and agree that this Agreement may become subject to the Health Insurance Portability and Accountability Act of 1996 as amended ("HIPAA"), the privacy and security regulations promulgated thereunder, including 45 C.F.R 160, 162 and 164, as amended (the "HIPAA Regulations"), and Title XIII of Division A and Title IV of Division B (the "Health Information Technology for Economic and Clinical Health Act" ("HITECH")), part of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) ("ARRA"). The Parties agree to comply with HIPAA and to execute any documents that may be required by HIPAA, HITECH, and any other applicable federal or state privacy laws and regulations. The Parties agree that if they directly or indirectly gain access to Protected Health Information ("PHI") held by the other Party during any interaction, the receiving Party will keep the PHI confidential under the terms of this Agreement.

17. Voice Capture. Some Gaumard Products use cloud-based speech recognition technologies that listen for voice inputs and send voice data to cloud-based speech recognition technologies. Voice data is used to power Gaumard's speech recognition feature by creating a text transcription of your spoken words. Microsoft (or another vendor) will be able to review snippets of the voice data or voice clips in order to build and improve its speech recognition technologies. Gaumard will be able to review the text transcriptions in order to improve its simulation technologies. Gaumard and Microsoft protect users' privacy by taking steps to de-identify the data, requiring non-disclosure agreements with relevant vendors, and requiring that employees and vendors meet high privacy standards. Customer shall inform all persons using the Gaumard Products with speech recognition technologies of the voice capture features and obtain any consent(s) from such persons as may be necessary to comply with applicable laws or regulations in Customer's jurisdiction.

18. State Reporting and Disclosure Laws. Unless otherwise noted in this Agreement, the cost of any Product training provided by Gaumard shall be included in the purchase price of the Product where applicable. Customer acknowledges and agrees that state reporting laws may require Gaumard to disclose certain aspects of this arrangement.

19. Fraud and Abuse. Gaumard hereby represents that, to the extent applicable based on the Products and Services provided, it is not currently a listed vendor in the: (a) Federal General Services Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Presidential Executive Orders 12549 and 12689 "Debarment and

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Suspension;" and (b) Office of the Inspector General of the Department of Health and Human Services' "List of Excluded Individuals/Entities." Any discounted pricing terms offered under this Agreement may be a "discount or other reduction in price" under the Federal Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b). Customer shall take all actions necessary to comply with the Anti-Kickback Statute discount safe harbor regulations, 42 C.F.R. § 1001.952(h), including but not limited to: (I) maintaining accurate records reflecting the pricing terms of items and Services purchased under this Agreement; (2) fully and accurately report any discount received under this Agreement if applicable; and (3) make available information provided to Customer by Gaumard concerning cost reports and other filings with the government, including but not limited to, the Secretary of the U.S. Department of Health and Human Services or other state agencies.

20. Regulatory Compliance. The Parties agree to conduct their relationship in full compliance with all applicable state, federal and local laws and regulations, including but not limited to, the federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)). The Parties agree that no part of this Agreement shall be construed to induce or encourage patients or the purchase of health care services or supplies. The Parties acknowledge that there is no requirement under this Agreement that any party refer any patients to any health care provider or purchase any health care goods or services from any source.

21. Bankruptcy. Except as may be prohibited by applicable bankruptcy laws, a Party to this Agreement may elect to terminate this Agreement (including any Purchase Orders) if any of the following situations arise: (1) the other Party becomes insolvent or is unable to pay debts as they become due; (2) a voluntary or involuntary bankruptcy proceeding is instituted by or against a Party hereto; or (3) an appointment of a receiver or assignee for the benefit of creditors occurs on behalf of a Party hereto.

22. Waiver and Severability. If either Party fails to perform obligations under this Agreement, such nonperformance shall not affect the other Party's right to enforce performance at any time. Waiver of any remedy or material breach of any subject matter contained in this Agreement shall not be viewed as a waiver unless agreed to by the Parties in writing. Each provision of this Agreement is separate and independent of one another, and the unenforceability of any provision will not affect the enforceability of any other provision. If any provision is held to be excessively broad or unenforceable, such provision shall be modified so that it is enforceable to the fullest extent possible bylaw.

23. Assignment. Customer shall not assign this Agreement without the prior written consent of Gaumard. Subject to the foregoing, the rights and obligations herein will be binding upon the successors and assigns of Customer.

24. Notices. Any required notices will be given in writing to Gaumard as set forth in the applicable Gaumard Invoice or other purchasing document.

25. Governing Law. Upon execution, this Agreement shall be governed and viewed under the laws of the State of Ohio without reference to its conflict of law's provisions. Customer and Gaumard specifically agree that any action relating to the relationship between the Parties, this Agreement, or Products provided, purchased or licensed hereunder, shall be brought and tried in the State Courts of the County of Delaware County, State of Ohio. Gaumard waives all objections to, and consents to the jurisdiction of such Courts.

26. Miscellaneous; Survival. See applicable Gaumard Invoice documents and Gaumard Cares Service Plan documents for other terms and conditions applicable to your purchase, which may include, but are not limited to: Term, Termination, Customer Training and Support, and Product Repairs and Tune Ups. Any provision of this Agreement that imposes upon Customer an obligation after termination or expiration of this Agreement, including but not limited to any definitions appearing in this Agreement as well as Sections 3, 5 through 16 inclusive, and 18 through 26 inclusive, shall survive termination or expiration of this Agreement and be binding upon Customer, its successors and permitted assigns.

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

11
RESOLUTION NO. 26-41

IN THE MATTER OF APPROVING GMP AMENDMENT NO. 1 AND EXHIBIT N TO THE
CONSTRUCTION MANAGER AT RISK AGREEMENT BETWEEN THE DELAWARE COUNTY
BOARD OF COMMISSIONERS AND GILBANE BUILDING COMPANY FOR THE DELAWARE
COUNTY SOCIAL SERVICES ADMINISTRATION FACILITY PROJECT:

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

WHEREAS, the Director of Facilities recommends approval of GMP Amendment No. 1 and Exhibit N to the CMAR Agreement between the Delaware County Board of Commissioners and Gilbane Building Company for the Delaware County Social Services Administration Facility project;

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NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves GMP Amendment No. 1 and Exhibit N to the CMAR Agreement between the Delaware County Board of Commissioners and Gilbane Building Company for the Delaware County Social Services Administration Facility project, as follows:

GMP Amendment No. 1
Exhibit N

(Copies of the amendments have been submitted to the Clerk and shall be retained in accordance with the applicable records retention schedule.)

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

12
RESOLUTION NO. 26-42

IN THE MATTER OF PROCEEDING WITH THE CONSTRUCTION OF DRAINAGE IMPROVEMENTS TO COUNTY-OWNED PROPERTY AT THE INTERSECTION OF STATE ROUTE 521 AND BYXBE PARKWAY, WITHIN THE O'BRIEN #440 WATERSHED DRAINAGE IMPROVEMENT PROJECT:

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

WHEREAS, on October 20, 2025, the Delaware County Board of Commissioners (the "Board") adopted Resolution No. 25-842, authorizing the filing of plans for proposed drainage improvements to real property located at the intersection of State Route 521 and Byxbe Parkway, consisting of permanent parcel numbers 518-300-01-064-000 and 518-300-01-059-000 (the "Property"), pursuant to section 6131.63 of the Revised Code; and

WHEREAS, on December 19, 2025, the Delaware County Engineer and Delaware Soil & Water Conservation District filed a report of their review of the plans and, upon acceptance of the recommendations stated therein, approval of the plans; and

WHEREAS, the Board desires to accept the Engineer's recommendations and proceed with construction of the proposed drainage improvements;

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

Section 1. The Board hereby accepts the Engineer's recommendations as set forth in the report filed on December 19, 2025, and approves proceeding with the proposed drainage improvements in accordance with the approved plans.

Section 2. As sole owner of the Property, the Board has agreed to pay the entire cost to construct and maintain the proposed drainage improvements and, therefore, waives any hearing as provided in section 6131.63 of the Revised Code.

Section 3. The Board hereby directs the Clerk to record this Resolution, together with Resolution No. 25-842 and the plans for the improvements, in the drainage records of the County, thereby locating and establishing the improvements as a drainage improvement, in accordance with Chapter 6131 of the Revised Code. Upon completion of the improvements, all further proceedings in connection with the maintenance thereof shall be in accordance with Chapter 6137 of the Revised Code.

Section 4. This Board finds and determines that all formal actions of this Board and any of its committees concerning and relating to the passage of this Resolution were taken in an open meeting of this Board or any of its committees, and that all deliberations of this Board and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including Ohio Revised Code Section 121.22.

Section 5. This Resolution shall be in full force and effect immediately upon its adoption.

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

13
RESOLUTION NO. 26-43

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

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

Transfer of Appropriation		
From:	To:	
10031301-5201	10031301-5450	\$21,795.00
Sheriff Deputies	Sheriff Deputies	

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Gen Supplies & Equip <1,000	Machinery & Equip (>\$5,000)	
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Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Absent

14
RESOLUTION 26-44

IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH PRIME
CONSTRUCTION MANAGEMENT & SURVEY FOR ON-CALL SERVICES:

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

WHEREAS, the Sanitary Engineer recommends approval of an agreement with Prime Construction
Management & Survey for on-call services;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio,
hereby approves the following agreement with Prime Construction Management & Survey:

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this 22nd day of January, 2026, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Prime Construction Management & Survey, 8415 Pulsar Place, Suite 300, Columbus, Ohio 43240 (“Consultant”), hereinafter collectively referred to as the “Parties”, and shall be known as the “Agreement.”

1 SERVICES PROVIDED BY CONSULTANT

- 1.1 The Consultant will provide on-call construction inspection, materials testing, surveying, and limited engineering support services in support of private development and capital improvement projects, as authorized by the County (the “Services”).
- 1.2 The Consultant shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 The Services are more fully defined in, and shall be rendered by the Consultant in accordance with the Consultant’s written fee proposal dated January 7, 2026 (the “Proposal”), which is attached hereto and, by this reference, incorporated herein. In the event of a conflict between this Agreement and the Proposal, the terms of this Agreement shall govern.
- 1.4 For purposes of this Agreement, “limited engineering support services” shall mean non-design engineering assistance provided in support of construction, maintenance, and administrative activities. Limited engineering support services may include evaluation of existing field conditions; development of recommendations for minor maintenance or repair projects; preparation of sketches, exhibits, redlines, record drawings, and limited construction drawings (generally not exceeding three to four sheets); and computer-aided design and drafting (CADD) services in support of updates to the County’s Construction and Materials Specifications (CMS), standard drawings, and record documentation. Limited engineering support services do not include full project design, preparation of plans or specifications requiring permitting or regulatory approval, or services requiring the Consultant to act as Engineer-of-Record, unless expressly authorized in writing by the Sanitary Engineer under a separate agreement or written task authorization.

2 SUPERVISION OF SERVICES

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

3 AGREEMENT AND MODIFICATIONS

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

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Consultant, shall supersede all prior understandings and agreements relating to the Services, and may only be modified or amended in writing with the mutual consent and agreement of the Parties.

4 FEES AND REIMBURSABLE EXPENSES

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Proposal.
- 4.2 Total compensation under this Agreement shall not exceed Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) without subsequent modification.
- 4.3 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the Services.

5 NOTICES

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

Sanitary Engineer:

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

Consultant:

Name of Principal in Charge: Reggie Hood, P.E.

Address of Firm: r Place

City, State, Zip: Columbus, Ohio 43240
Telephone: (614) 839-0250
Email: rhood@primeeng.com

6 PAYMENT

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Consultant in accordance with the Proposal.
- 6.2 Invoices shall be submitted to the Sanitary Engineer by the Consultant on company letterhead clearly listing the word “Invoice” with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Consultant shall promptly submit documentation as needed to substantiate said invoices.
- 6.3 The County shall pay invoices within thirty (30) days of receipt.
- 6.4 If the County fails to pay any undisputed invoice within thirty (30) days of receipt, the Consultant may, after providing ten (10) days' written notice to the County of such nonpayment, suspend performance of Services under this Agreement until payment is received. The Consultant's right to suspend Services shall not waive any other rights or remedies available to the Consultant.

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

- 7.1 The Consultant shall commence Services upon written order from the Sanitary Engineer and shall complete the Services no later than December 31, 2027.
- 7.2 Consultant shall not proceed with any “If Authorized” tasks without written order from the Sanitary Engineer.
- 7.3 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the Sanitary Engineer may grant such an extension provided that all other terms of the Agreement are adhered to.

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8 SUSPENSION OR TERMINATION OF AGREEMENT

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

9 CHANGE/ADDITIONS IN SCOPE OF SERVICES

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

10 OWNERSHIP

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

11 CHANGE OF KEY CONSULTANT STAFF; ASSIGNMENT

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

12 INDEMNIFICATION

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

13 INSURANCE

- 13.1 General Liability Coverage: Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.2 Automobile Liability Coverage: Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.3 Workers' Compensation Coverage: Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.4 Professional Liability Insurance: Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the services hereunder, providing such insurance is readily available at reasonable prices. Such

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insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.

- 13.5 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 13.1 and
13.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 13.6 Proof of Insurance: Prior to the commencement of any Services under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of Services under this Agreement.

14 MISCELLANEOUS TERMS AND CONDITIONS

- 14.1 Prohibited Interests: Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 14.2 Independent Contractor: The Parties acknowledge and agree that Consultant is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Consultant also agrees that, as an independent contractor, Consultant assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Consultant hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 14.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 14.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 14.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such
waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 14.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 14.7 Findings for Recovery: Consultant certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 14.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.
- 14.9 County Policies: The Consultant shall adhere to all applicable Delaware County

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policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Consultant shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing Services under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Consultant to comply with this Subsection. Copies of applicable policies are available upon request or online at <https://humanresources.co.delaware.oh.us/policies/>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.

- 14.10 Drug-Free Workplace: The Consultant agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Consultant shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the Services being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 14.11 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of 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. Consultant further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of 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. Consultant further certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.
- 14.12 Engineer: For purposes of this Agreement, the term “Engineer” means the Delaware County Sanitary Engineer or duly authorized representative. References to “the Engineer” in the Consultant’s Proposal or any other documents incorporated into this Agreement shall be deemed to refer to the Sanitary Engineer unless the context requires otherwise. The Consultant is not acting as the Engineer-of-Record under this Agreement and shall not exercise independent authority to interpret contract documents, direct contractors, approve deviations from approved plans or specifications, or otherwise bind the County, except as expressly authorized in writing by the Sanitary Engineer.

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

15
ADMINISTRATOR REPORTS

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

16
COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Lewis – will be attending a DKMM meeting

Commissioner Merrell – will be attending a Legislative meeting at Sourcepoint. He did a “ride along” with a Deputy on 01/20.

There being no further business, the meeting adjourned.

Jeff Benton

Barb Lewis

Gary Merrell