

**COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 26, 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. 26-135**

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD FEBRUARY 23, 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 February 23, 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. 26-136**

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR 0225 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR 0225:

It was moved by Mrs. Lewis, seconded by Mr. Merrell, to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR 0225, memo transfers in batch numbers MTAPR 0225 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
(P2600981) Commissioners General	BST & G Fire Department	10011102-5328	\$505,000.00
(P2600998) Robertson	Willis Building	42011438-5410	\$20,675.00

PR Number	Vendor Name	Line Description	Account	Amount
R2601881	OHIO STATE UNIVERSITY	MEDICAL DIRECTOR SERVICES	10011303 - 5301	\$ 60,000.00
R2601881	OHIO STATE UNIVERSITY	MEDICAL DIRECTOR SERVICES	21711326 - 5301	\$ 5,000.00
R2602179	DLZ OHIO INC	DESIGN SERVICES - JAIL RENOVATIONS	42411480 - 5410	\$ 288,700.00
R2602211	MANAGEMENT ADVISORY GROUP LLC	ECONOMIC DEVELOPMENT MANAGEMENT, ADVISORY &	21011113 - 5301	\$ 252,000.00
R2602215	CTL ENGINEERING INC	SERVICES - RESOLUTION 26-95	66211900 - 5301	\$ 40,000.00
R2602226	GUARDIANSHIP SERVICES BOARD	Guardianship Services Board MOU SFY26	22411605 - 5348	\$ 20,000.00
R2602230	COSTAR REALTY INFORMATION INC	LICENSE AGREEMENT	21011113 - 5321	\$ 5,656.20
R2602236	DELL MARKETING LP	DELL COMPUTERS	10011105 - 5260	\$ 5,242.00
R2602237	FIRST ARRIVING IO INC	ANNUAL SUBSCRIP ADDTL DASHBOARD	10011303 - 5320	\$ 12,393.15
R2602239	SAFEBUILT OHIO LLC	OUTSOURCE INSPECTIONS AND PLAN REVIEW SERVICES	10011301 - 5301	\$ 79,500.00
R2602241	HARRIS & HEAVENER EXCAVATING INC	REROUTE FIBER FOR 9-1-1 TOWER - US 23	10011102 - 5328	\$ 22,683.85

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R2602252	VASU COMMUNICATIONS INC	RADIO EQUIPMENT - AMBULANCES 2026 ORDER	42311453 - 5450	\$ 7,590.88
R2602255	INSIGHT PUBLIC SECTOR INC	TOUGHBOOKS FOR PATROL VEHICLES - SHERIFF	42311453 - 5450	\$ 34,218.91
R2602256	INSIGHT PUBLIC SECTOR INC	SHERIFF	42311453 - 5450	\$ 74,422.26
R2602256	INSIGHT PUBLIC SECTOR INC	LICENSE FEES	10031301 - 5321	\$ 1,644.17
R2602273	ARCADIS ENGINEERING SERVICES USA INC	OPTIMIZATION AT OECC	66211900 - 5301	\$ 25,000.00
R2602284	SURVIVAL ARMOR INC	BALLISTIC VEST REPLACEMENTS - SHERIFF	61311923 - 5225	\$ 150,000.00
R2602289	SCHINDLER ELEVATOR CORPORATION	ELEVATOR MAINT.AGREEMENT	10011105 - 5325	\$ 10,809.96
R2602294	TNVC INC	NIGHT VISION OPTICS & ACCESSORIES - SHERIFF	42311453 - 5450	\$ 21,694.00

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

**4
RESOLUTION NO. 26-137**

IN THE MATTER OF RESCHEDULING THE DELAWARE COUNTY BOARD OF COMMISSIONERS’ SESSION FOR THURSDAY MARCH 19, 2026, AT 10:00A.M. AND CANCELING THE DELAWARE COUNTY BOARD OF COMMISSIONERS’ SESSIONS SCHEDULED FOR MONDAY MARCH 16, 2026, MONDAY MARCH 30, 2026, AND THURSDAY APRIL 30, 2026:

It was moved by Mrs. Lewis, seconded by Mr. Merrell, to reschedule the Delaware County Board of Commissioners’ session for Thursday March 19, 2026, at 10:00a.m and to cancel the Delaware County Board of Commissioners’ sessions scheduled for Monday March 16, 2026, Monday March 30, 2026, and Thursday April 30, 2026.

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

**5
RESOLUTION NO. 26-138**

IN THE MATTER OF CHANGING THE STARTING TIME OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS’ SESSION SCHEDULED FOR MONDAY APRIL 27, 2026 TO 1:30P.M.:

It was moved by Mrs. Lewis, seconded by Mr. Merrell, to change the starting time of the Delaware County Board of Commissioners’ sessions scheduled for Monday April 27, 2026 to 1:30 P.M.

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

**6
RESOLUTION NO. 26-139**

IN THE MATTER OF DELEGATING TEMPORARY AUTHORITY TO THE COUNTY ADMINISTRATOR:

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

WHEREAS, pursuant to section 305.30 of the Revised Code, the Delaware County Board of Commissioners (the “Board”) may delegate specific executive or discretionary authority to the County Administrator for contracting on behalf of the Board, allowing and paying claims, performing personnel functions, performing Board functions in the event of a disaster or emergency, and performing additional duties as the Board may determine by resolution; and

WHEREAS, due to the cancelation of some regular sessions of the Board’s meetings, the Board wishes to specifically authorize the County Administrator to perform certain duties of the Board necessary for continued efficient operation of county government;

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

Section 1. The Board hereby authorizes the County Administrator, pursuant to section 305.30 of the Revised Code, from April 28, 2026 through May 1, 2026, to review and approve the following: supplemental appropriations; transfers of appropriations; reductions in appropriations; transfers of funds; advances of funds; repayments of advances; reclassifications of advances; continuations of advances; establishing new funds; establishing new organization keys; renaming organization keys; and approval of purchase requests over

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\$5,000 for the Commissioners’ departments.

Section 2. The authority granted herein shall be in addition to the authority delegated in Resolution No. 24-348, which shall remain in full force and effect.

Section 3. In the event the County Administrator is or will be absent due to illness, vacation, or other approved leave, from April 28, 2026 through May 1, 2026, the Board hereby designates the Deputy Administrator/Director of Administrative Services as the Acting County Administrator with authority to perform all functions delegated in Section 1. In the event the County Administrator and Deputy Administrator/Director of Administrative Services are both absent, from April 28, 2026 through May 1, 2026, the Board hereby designates the Deputy Administrator/General Counsel as the Acting County Administrator with authority to perform all functions delegated in Section 1.

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

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

7

RESOLUTION NO. 26-140

IN THE MATTER OF APPROVING A PERMIT FOR USE OF DELAWARE COUNTY FACILITIES:

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

WHEREAS, on May 29, 2025, the Delaware County Board of Commissioners (the “Board”) passed Resolution No. 25-394, adopting a Delaware County Facility Use Policy (the “Policy”); and

WHEREAS, it is the intent of the Policy to allow persons and organizations access to appropriate Delaware County facilities, grounds and meeting places; and

WHEREAS, each request will only be considered after the receipt of a completed Delaware County Facility Use Permit Form; and

WHEREAS, the Policy requires approval from the Board for use of county facilities by groups of thirty or more participants;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners hereby grants a facility use permit to Delaware Arts Festival Association for the use of the parking lot at 145 Union Street for parking for the Delaware Arts Festival on May 16-17, 2026; at a flat fee of \$25.00.

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

8

RESOLUTION NO. 26-141

IN THE MATTER OF APPROVING A PERMIT FOR USE OF DELAWARE COUNTY FACILITIES:

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

WHEREAS, on May 29, 2025, the Delaware County Board of Commissioners (the “Board”) passed Resolution No. 25-394, adopting a Delaware County Facility Use Policy (the “Policy”); and

WHEREAS, it is the intent of the Policy to allow persons and organizations access to appropriate Delaware County facilities, grounds and meeting places; and

WHEREAS, each request will only be considered after the receipt of a completed Delaware County Facility Use Permit Form; and

WHEREAS, the Policy requires approval from the Board for use of county facilities by groups of thirty or more participants;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners hereby grants a facility use permit to Vietnam Veterans of America Chapter 1095 for the use of the front lawn at the Historic Courthouse for Vietnam War Veterans Day National Holiday Ceremony on March 29, 2026; at a flat fee of \$25.00.

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

9

RESOLUTION NO. 26-142

IN THE MATTER OF RE-APPOINTING MEMBERS TO THE BOARD OF TRUSTEES OF THE

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DELAWARE COUNTY TRANSPORTATION IMPROVEMENT DISTRICT:

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

WHEREAS, on May 17, 2018, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No. 18-536, establishing the Delaware County Transportation Improvement District (“DCTID”) and appointing members to the DCTID Board of Trustees; and

WHEREAS, the Board shall make appointments to the DCTID Board of Trustees, pursuant to section 5540.02 of the Revised Code; and

WHEREAS, the terms for all members of the DCTID Board of Trustees expire on May 17, 2026;

WHEREAS, on June 20, 2013, the Board adopted Resolution No. 13-645, adopting a policy for the appointment of members to boards and commissions (the “Policy”), which requires posting of all available positions for at least fourteen (14) days and permits the Board to conduct interviews of any applicants; and

WHEREAS, the Board desires to approve an exception to the Policy in order to re-appoint members to the DCTID;

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

Section 1. The Board hereby approves an exception to the Policy for the re-appointments made herein by choosing to waive the requirement for posting the position and to proceed directly to re-appointment.

Section 2. The Board hereby approves the re-appointments of the following members to the DCTID Board of Trustees:

Name	Office
Chris Bauserman	Delaware County Engineer
Tracie Davies	Delaware County Administrator
Si Kille	Delaware County Deputy Auditor
Pat Blayney	Public Member At-Large
Tom Price	Public Member At-Large

Section 3. The re-appointments approved herein shall be effective May 18, 2026, and the members shall serve terms of two years, subject to section 5540.02 of the Revised Code.

Section 4. The Delaware County Board of Commissioners hereby finds and determines that all formal actions taken by it concerning or relating to the adoption of this Resolution were taken in an open meeting of the Delaware County Board of Commissioners and that all deliberations of the Delaware County Board of Commissioners and any of its committees that resulted in those formal actions were conducted in compliance with applicable Ohio laws.

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

**10
RESOLUTION NO. 26-143**

IN THE MATTER OF APPROVING THE FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE BOARD OF COMMISSIONERS, DELAWARE COUNTY, OHIO AND THE BOARD OF TRUSTEES OF THE B.S.T & G. JOINT FIRE DISTRICT:

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

WHEREAS, the Director of Emergency Medical Services recommends approval of the First Amendment to the Intergovernmental Agreement between the Board of Commissioners, Delaware County, Ohio and the Board of Trustees of the B.S. T & G. Joint Fire District for the design and potential construction of a joint fire and EMS facility;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following First Amendment to the Intergovernmental Agreement between the Board of Commissioners, Delaware County, Ohio and the Board of Trustees of the B.S. T & G. Joint Fire District:

**FIRST AMENDMENT TO THE
INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO AND
THE BOARD OF TRUSTEES OF THE B.S.T.&G. JOINT FIRE DISTRICT**

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This First Amendment (“Amendment”) to the Intergovernmental Cooperation Agreement (the “Agreement”) dated January 18, 2024, is entered into this 26th day of February, 2026, by and between the Board of Commissioners of Delaware County, Ohio (the “County”), and the Board of Trustees of the B.S.T.&G. Joint Fire District (the “Fire District”), individually referred to herein as a “Party” and collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, on or about January 18, 2024, the Parties entered into the Agreement, providing for the the construction, maintenance, and operation of a new joint fire and EMS station (the “Station”);

WHEREAS, in accordance with the Agreement, the Fire District has commenced construction of the Station; and

WHEREAS, the Parties mutually desire to amend the Agreement to allocate the costs of change orders and other increases to the costs of the Station between the Parties, to provide for the acquisition of furniture, fixtures, and equipment (“FFE”) for the Station, and to allocate the costs of the FFE between the Parties;

NOW, THEREFORE, in consideration of the foregoing and the further consideration of the promises, agreements and covenants hereinafter contained, the County and the Fire District hereby agree to amend the Agreement, pursuant to Section 13(e) of the Agreement, as follows:

A. The amount of the County contribution stated in Section 6 of the Agreement shall be increased from \$2,720,000 to \$3,125,000.

B. The following text shall be added to the Agreement as new Section 6(A):

The Parties shall cooperate to identify, scope, and procure all necessary FFE for the Station in the most cost-effective manner to the benefit of both Parties, utilizing available public contracts, cooperative purchasing programs, volume discounts, and favorable pricing available to either Party through existing vendors or agreements. The Fire District shall be responsible for contracting with one or more vendors for, and paying the costs of, the acquisition of FFE for the Station, subject to contribution from the County equal to one hundred percent (100%) of the cost attributable to those portions of the FFE for the Station for the exclusive use by DCEMS plus fifty percent (50%) of the cost attributable to those portions of the FFE for the Station for joint use by both Parties, with the total County contribution not to exceed \$100,000, which contribution shall be subject to appropriation by the County in the fiscal year in which the contract for acquisition is entered. Prior to contracting for the FFE, the Parties shall mutually agree, by written designation signed by both Parties, which FFE items are for exclusive use and which FFE items are for joint use. Upon written notice to the Fire District prior to commencing the procurement process, the County may elect to separately procure the FFE for the exclusive use by DCEMS, whereupon the Fire District shall have no obligation to include such FFE in its procurement process.

The Fire District shall invoice the County for the County’s contribution, and submit supporting documentation with the invoice, such as purchase orders, contracts, paid receipts, etc. The County shall remit reimbursement promptly upon receipt of the invoice and supporting documentation.

C. All other terms and conditions of the Agreement not amended herein shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the date(s) indicated immediately below their respective signatures.

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

**11
RESOLUTION NO. 26-144**

IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND DLZ ARCHITECTURE, INC. FOR PROFESSIONAL DESIGN SERVICES FOR THE DESIGN DEVELOPMENT PHASE OF THE DELAWARE COUNTY JAIL RENOVATIONS PROJECT:

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

WHEREAS, the Director of Facilities recommends approval of the Professional Services Agreement by and between the Delaware County Board of Commissioners and DLZ Architecture, Inc. for Professional Design Services for the Design Development Phase of the Delaware County Jail Renovations Project;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following Professional Services Agreement by and between the Delaware County Board of Commissioners and DLZ Architecture, Inc. for Professional Design Services for the Design Development Phase of the Delaware County Jail Renovations Project:

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement") is made and entered into on February 26, 2026, by

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and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (the "County"), and DLZ Architecture, Inc., 6121 Huntley Road, Columbus, Ohio 43229 (the "Consultant"), hereinafter individually referred to as a "Party" and collectively referred to as the "Parties."

1 SERVICES PROVIDED BY CONSULTANT

1.1 The Consultant shall provide professional design services for the design development phase of the Delaware County Jail Renovations project (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 Technical Proposal, dated February 12, 2026 (the "Proposal"), which is attached hereto and, by this reference, incorporated herein.

2 SUPERVISION OF SERVICES

2.1 The County 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 changes to, and order 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 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 Eighty-Eight Thousand Seven Hundred Dollars and Zero Cents (\$288,700.00) without subsequent modification of this Agreement 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.

5 NOTICES

5.1 Notices issued under this Agreement shall be served on a Party in writing and delivered by U.S. Certified Mail at the Party's address listed in the preamble of this Agreement, or another address the Party may provide by written notice to the other Party. The Parties may use electronic communication for the purposes of general communication regarding this Agreement and the Services, but a formal notice shall not be transmitted by electronic communication.

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, subject to the Director's review and approval in accordance with Section 6.2.

6.2 The Consultant shall submit invoices to the Director on Consultant's company letterhead, clearly listing the word "Invoice" with a sequential invoice number provided. The Director shall promptly review the invoice and may require the Consultant to submit additional documentation to substantiate an invoice.

6.3 The County shall pay approved invoices within thirty (30) days of receipt.

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

7.1 The Consultant shall commence Services upon written order from the Director and shall complete the Services in a timely, diligent, and workmanlike manner in accordance with the Proposal.

7.2 The Consultant shall not proceed with any additional services not specified in the Proposal without written authorization from the Director and, if necessary, a modification of this Agreement in accordance with Section 3.1.

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 Director 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 at any time for the convenience of the County, at which time the Consultant shall immediately suspend or

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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, ifso 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 a \$2,000,000 general aggregate, \$2,000,000 products/completed operations aggregate, \$1,000,000 personal/advertising injury aggregate. Identical coverage shall be required to be provided by all subcontractors, if any.

13.2 Automobile Liability Coverage: Consultant shall maintain automobile liability insurance with a combined single limit of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non- owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.

13.3 Workers' Compensation Coverage: Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.

13.4 Professional Liability Insurance: Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the Preliminary Engineering services hereunder plus three (3) years following any additional services provided for Final Engineering, services during construction, or other professional services, providing such insurance is readily available at reasonable prices. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of Two Million Dollars (\$2,000,000) 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

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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 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.

Vote on Motion

Mr. Benton Absent

Mrs. Lewis Aye

Mr. Merrell Aye

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12

RESOLUTION NO. 26-145

IN THE MATTER OF APPROVING THE RENEWAL OF A PROFESSIONAL SERVICES AGREEMENT WITH MANAGEMENT ADVISORY GROUP, LLC FOR INTERIM ECONOMIC DEVELOPMENT MANAGEMENT, ADVISORY, AND CONSULTING SERVICES:

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

WHEREAS, the Delaware County Board of Commissioners (the "Board") issued a request for proposals for the provision of economic development management, advisory, and consulting services for Delaware County; and

WHEREAS, Management Advisory Group, LLC, submitted a proposal in response to the Board's request; and

WHEREAS, on March 3, 2025, the Board adopted Resolution No. 25-157, approving a professional services agreement with Management Advisory Group, LLC, which provided for an initial term of one year with an option to renew for an additional term of one year upon mutual agreement of the parties; and

WHEREAS, the County Administrator recommends approving renewal of the professional services agreement with Management Advisory Group, LLC;

NOW, THEREFORE, BE IT RESOLVED that the Board of Delaware County Commissioners hereby approves, and authorizes the Vice-President of the Board to execute, the renewal of the professional services agreement with Management Advisory Group, LLC, as follows:

**RENEWAL OF PROFESSIONAL SERVICES AGREEMENT
Interim Economic Development Management, Advisory, and Consulting Services**

This Agreement is made and entered into on February 26, 2026, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 ("County"), and Management Advisory Group, LLC, P.O. Box 1915, Westerville, Ohio 43086 ("Consultant"), hereinafter collectively referred to as the "Parties." This Agreement constitutes a renewal of the Professional Services Agreement entered into by and between the Parties on March 3, 2025, pursuant to Section 6.1 of that agreement.

1 SERVICES PROVIDED BY CONSULTANT

- 1.1 The Consultant will provide interim economic development management, advisory, and consulting services (the "Services").
- 1.2 The Consultant shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 The Services are more fully defined in and shall be rendered by the Consultant in accordance with the "Scope of Work" in the County's Request for Proposals, issued on January 9, 2025, and Consultant's Renewal Proposal dated February 17, 2026 (the "Proposal"), both of which are attached hereto and fully incorporated into this Agreement by reference herein.

2 SUPERVISION OF SERVICES

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

3 AGREEMENT AND MODIFICATIONS

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

4 FEES AND REIMBURSABLE EXPENSES

- 4.1 Compensation for Services provided under this Agreement shall be a retainer of \$21,000.00 per month, and the total compensation under this Agreement shall not exceed \$252,000.00 without subsequent modification of this Agreement in accordance with Section 3.1. The Consultant shall be reimbursed for pre-approved expenses for travel outside a fifty-mile radius of Delaware, Ohio, and any such expenses shall be the subject of a separate addendum signed by both Parties.

5 PAYMENT

- 5.1 Compensation shall be paid based on invoices submitted by the Consultant not more than once per month.

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- 5.2 Invoices shall be submitted to the Administrator by the Consultant on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices, and the Consultant shall promptly submit documentation as needed to substantiate said invoices.
- 5.3 The County shall pay invoices within fifteen (15) days of receipt.
- 6 NOTICE TO PROCEED; TERM; TERMINATION**
- 6.1 The Consultant shall commence Services as directed by the Administrator and shall complete the Services in accordance with the Proposal. This Agreement shall commence on March 3, 2026, and continue for a term of one (1) year, unless earlier terminated in accordance with this Agreement.
- 6.2 The County may, upon fourteen (14) days' written notice to the Consultant, suspend or terminate this Agreement for the convenience of the County, at which time the Contractor shall immediately suspend or terminate Services, as ordered by the County. The Consultant may, upon sixty (60) days' written notice to the County, terminate this Agreement for the convenience of the Consultant.
- 6.3 In the case of termination, the Consultant shall submit a final invoice within sixty (60) days of the notice of termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the effective date of termination.
- 7 CHANGE IN SCOPE OF SERVICES**
- 7.1 In the event that significant changes to the scope of Services are required during performance of the Services, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall not be effective unless and until approved in a writing signed by both Parties.
- 8 OWNERSHIP**
- 8.1 Upon completion or termination of the Agreement, the Consultant shall provide copies, if so requested, to the County of all documents or electronic files produced under this Agreement
- 8.2 The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed reports and any other tangible written or electronic work produced in accordance with the Agreement.
- 8.3 This section does not require unauthorized duplication of copyrighted materials.
- 9 CHANGE OF KEY CONSULTANT STAFF; ASSIGNMENT**
- 9.1 The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff assigned to the Services as contemplated at the time of executing this Agreement.
- 9.2 The Consultant shall not assign or transfer this Agreement, or any of the rights, responsibilities, or remedies contained herein, to any other party without the express, written consent of the County.
- 10 INDEMNIFICATION**
- 10.1 The Consultant shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Consultant, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.
- 10.2 The Consultant shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result breach of contract, infringement of any right to use, possess, or otherwise operate or have any owned, protected, licensed, trademarked, patented, non-patented, and/or copyrighted software, product, service, equipment, invention, process, article, or appliance manufactured, used, or possessed in the performance of the Agreement and/or in providing the Services, to the extent caused by any act, error, or omission of the Consultant, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.
- 11 INSURANCE**
- 11.1 Minimum Coverage: Consultant shall maintain general and automobile liability insurance policies in such amounts as the Administrator determines will reasonably protect the County and Consultant.
- 11.2 Proof of Insurance: Prior to the commencement of any Services under this Agreement, Consultant, and all of its subcontractors, if any, 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.

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12 MISCELLANEOUS TERMS AND CONDITIONS

- 12.1 Assignment: Neither party may assign or transfer this Agreement without the prior written consent of the non-assigning party.
- 12.2 Prohibited Interests: Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 12.3 Independent Contractor: The Parties acknowledge and agree that Consultant is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Consultant also agrees that, as an independent contractor, Consultant assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Consultant hereby certifies that it has five (5) or more employees and that its employees are not public employees as contemplated in Chapter 145 of the Revised Code.**
- 12.4 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 12.5 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 12.6 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 12.7 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 12.8 Findings for Recovery: Consultant certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 12.9 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.
- 12.10 County Policies: The Consultant shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Consultant shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Consultant to comply with this Subsection. Copies of applicable policies are available upon request or online at <https://humanresources.co.delaware.oh.us/policies/>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.
- 12.11 Drug-Free Workplace: The Consultant agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Consultant shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the Services being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 12.12 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of 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

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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.

(The Scope of Work and Proposal incorporated by reference in the Agreement are attached to the execution copy and shall be retained in accordance with the applicable retention schedule.)

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

**13
ADMINISTRATOR REPORTS**

DCA Huston and Attorney Hochstettler – Nothing to report.

**14
COMMISSIONERS' COMMITTEES REPORTS**

Commissioner Lewis – Attended the Health Fair this morning

Commissioner Merrell – Nothing to report.

**15
RESOLUTION NO. 26-146**

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES:

It was moved by Mrs. Lewis, seconded by Mr. Merrell, 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 the purchase of Property for public purpose.

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

**16
RESOLUTION NO. 26-147**

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

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Jeff Benton

Barb Lewis

Gary Merrell

Jennifer Walraven, Clerk to the Commissioners