

COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 2, 2026

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

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

1
RESOLUTION NO. 26-217

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MARCH 26, 2026:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in regular session on March 26, 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 Aye Mrs. Lewis Aye Mr. Merrell Aye

2
PUBLIC COMMENT

3
RESOLUTION NO. 26-218

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR 0401:

It was moved by Mrs. Lewis, seconded by Mr. Merrell, to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR 0401 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
(P2601605) Beems	SRF Operations & Maintenance	66211900-5228	\$27,000.00
(P2601401) CCMEP VAR SVS	Workforce Investment Act	22311611-5348	\$50,000.00

PR Number	Vendor Name	Line Description	Account	Amount
R2602500	LAERDAL MEDICAL CORP	RQI LICENSES & FEES - PHCB	10011160 - 5321	\$ 125,280.22
R2602541	HONEYWELL INTERNATIONAL INC	BUILDING CONTROL CHARGES	10011105 - 5325	\$ 33,340.00
R2602611	PATTERSON POPE INC	STORAGE SYSTEMS - WILLIS BUILDING RENOVATIONS	42011438 - 5410	\$ 159,700.11
R2602659	ALADTEC INC	ALADTEC ANNUAL SUBSCRIP	10011303 - 5320	\$ 13,780.56
R2602674	SPEER MECHANICAL INC	MAINTENANCE AGREEMENT BOILERS 117	10011105 - 5325	\$ 6,048.00
R2602677	MATHESON TRI-GAS INC	BAND SAW & RELATED EQUIPMENT	66211900 - 5260	\$ 6,784.04
R2602697	EXACT EXCAVATING LLC	DEMOLITION SERVICES 1405 US 23 N	10011102 - 5301	\$ 26,943.46
R2602699	SHAW INDUSTRIES INC	CARPET REPLACEMENT - 911 CARNEGIE RENOVATIONS	42011438 - 5410	\$ 31,463.06
R2602702	FEAZEL ROOFING CO	ENGINEER SALT BARN ROOF REPAIR FROM STORM DAMAGE	60111901 - 5370	\$ 44,845.00
R2602740	MID OHIO DEVELOPMENT EXCHANGE	MODE 2026 ANNUAL DUES	21011113 - 5308	\$ 37,468.15

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

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4
RESOLUTION NO. 26-219

SETTING DATE AND TIME FOR A PUBLIC HEARING WITH RESPECT TO THE PROPOSED ISSUANCE BY DELAWARE COUNTY OF ITS REVENUE BONDS PURSUANT TO CHAPTER 140, OHIO REVISED CODE, TO FINANCE AND REFINANCE HOSPITAL FACILITIES FOR THE BENEFIT OF OHIO LIVING POWELL, LLC LOCATED IN DELAWARE COUNTY:

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

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the Board of County Commissioners of the County of Delaware, Ohio (the “County”) on Thursday, April 16, 2026, at 9:45 a.m. at the offices of the Board of County Commissioners, in the Commissioners Hearing Room in The Historic Courthouse at 91 N. Sandusky Street, Delaware, Ohio 43015, with respect to the proposed issuance by the County of its Health Care Facilities Revenue Bonds, Series 2026 (Ohio Living Powell) (the “Bonds”) in one or more series in the maximum aggregate principal amount of \$20,000,000. The proceeds of the Bonds will be made available to Ohio Living Powell, LLC, an Ohio limited liability company (the “Borrower”), the sole member of which is Ohio Living Communities, a nonprofit corporation (the “Corporation”) and used by the Borrower to (i) refinance a portion of a loan incurred by the Corporation for the benefit of the Borrower to finance the acquisition, construction, installation, equipping, furnishing and improvement of the Borrower’s health care and senior living facilities currently known as The Ganzhorn Suites, located at 10272 Sawmill Parkway, Powell, Ohio 43065 (the “Project”) and (ii) pay costs of issuing the Bonds. The Borrower is the current owner, operator, and principal user of the Project.

The Project constitutes “hospital facilities” (as defined in Section 140.01 of the Ohio Revised Code). The Bonds will be qualified 501(c)(3) bonds, as defined in Section 145 of the Code.

THE BONDS WILL BE SPECIAL OBLIGATIONS OF THE COUNTY AND WILL NOT CONSTITUTE A DEBT OR PLEDGE OF THE FAITH AND CREDIT OR THE TAXING POWER OF THE COUNTY.

Interested persons are invited to attend this public hearing and will be given an opportunity to express their views concerning the proposed issuance of the Bonds by the County and the Project to be refinanced thereby. Written comments may also be given by submitting them prior to the public hearing to the attention of the Clerk to the Board of County Commissioners of the County of Delaware, Ohio at 91 N. Sandusky Street, Delaware, Ohio 43015, and clearly marked “Re: County of Delaware, Ohio Health Care Facilities Revenue Bonds, Series 2026 (Ohio Living Powell).”

Any interested person that requires auxiliary aids due to disability or non-English languages, please contact the Clerk at jmwalraven@co.delaware.oh.us or (740) 833-2108 no later than 4:30P.M. on April 13, 2026, to ensure needs will be accommodated.

This notice is given pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended.

/s/ Jennifer M. Walraven
 Clerk to the Board of County Commissioners
 County of Delaware, Ohio

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

5
RESOLUTION NO. 26-220

IN THE MATTER OF DETERMINING THE SUFFICIENCY OF THE APPLICATION TO ADD A CERTAIN PARCEL OF REAL PROPERTY TO THE EVANS FARM NEW COMMUNITY AUTHORITY DISTRICT AND TO AMEND THE PETITION FOR ESTABLISHMENT OF THE EVANS FARM NEW COMMUNITY AUTHORITY AS A NEW COMMUNITY AUTHORITY AND FIXING THE DATE, TIME, AND PLACE FOR A PUBLIC HEARING UNDER CHAPTER 349 OF THE REVISED CODE:

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

WHEREAS, pursuant to Chapter 349 of the Ohio Revised Code, a petition (the “Petition”) for the establishment of the Evans Farm New Community Authority (the “Authority”) was filed with this Board of County Commissioners of Delaware County, Ohio (the “Board”) by Evans Farm Land Development Company, LLC (“EFLDC”), as initial developer of the Authority on May 2, 2017, which Petition this Board approved pursuant to Resolution No. 17-623 on June 15, 2017; and

WHEREAS, pursuant to Resolution No. 21-1220, adopted on December 13, 2021, this Board approved the assignment by EFLDC of its rights, responsibilities, and duties as statutory developer of the Authority to Bavelis Zenios Development, LLC (the “Developer”); and

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WHEREAS, the Petition generally described the boundaries of the related new community district (the “District”); and

WHEREAS, the Board is the “organizational board of commissioners,” as that term is defined in section 349.01(F) of the Revised Code, for the Authority; and

WHEREAS, on March 25, 2026, the Developer filed an application (the “Application”) with the Board requesting that a certain parcel of real property controlled by the Developer be added to the District, which application was signed by the City of Delaware, Ohio, as the “proximate community” pursuant to Chapter 349 of the Revised Code; and

WHEREAS, the Application further provides that the addition of such land will be conducive to the public health, safety, convenience and welfare of the District, will be consistent with the development of the District, will not jeopardize the plan of development of the District and that such land to be added to the District is owned by, or under the control through leases of at least seventy-five years’ duration, options or contracts to purchase, of the Developer; and

WHEREAS, pursuant to section 349.03(A) of the Revised Code, the Board has reviewed the Application and determined that the Application complies with the requirements of section 349.03 of the Revised Code as to form and substance; and

WHEREAS, the Board has further determined to fix a time and place of a public hearing on the Application, which public hearing shall be held not less than thirty days nor more than forty-five days from the date of the filing of the Application, and that notice of the public hearing shall be given by the Clerk of this Board, all as required by section 349.03(A) of the Revised Code;

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

Section 1. The Board hereby finds and determines that the Application complies with the requirements of section 349.03 of the Revised Code as to form and substance.

Section 2. The Board hereby fixes Monday, May 4, 2026, at 9:45AM, at the Commissioners’ Hearing Room, 91 North Sandusky Street, Delaware, Ohio, as the date, time, and place of a public hearing on the Application.

Section 3. The Clerk of this Board is directed to give notice of the public hearing on the Applications by publication once each week for three consecutive weeks in *The Delaware Gazette*.

Section 4. This Board finds and determines that all formal actions of the Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

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

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

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RESOLUTION NO. 26-221

IN THE MATTER OF RE-APPOINTING MEMBERS TO THE EVANS FARM NEW COMMUNITY AUTHORITY BOARD OF TRUSTEES:

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

WHEREAS, on June 15, 2017, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No. 17-623, establishing the Evans Farm New Community Authority, pursuant to Chapter 349 of the Revised Code; and

WHEREAS, as the organizational board of commissioners, the Board shall make appointments to the Evans Farm New Community Authority Board of Trustees, pursuant to Resolution No. 17-623 and section 349.04 of the Revised Code; and

WHEREAS, the terms for two seats will expire June 14, 2026, and the two members occupying those seats wish to be re-appointed; and

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 current members of the board of trustees of the Evans Farm New Community Authority;

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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 appointments made herein by choosing to waive the requirement for posting the position and to proceed directly to appointment.

Section 2. The Board hereby approves the re-appointments of the following members to the Evans Farm New Community Authority Board of Trustees for the terms specified herein:

Position	Appointee	Term Ends
Citizen Member	Pat Blayney	June 14, 2028
Citizen Member	Seiji Kille	June 14, 2028

Section 3. The re-appointments approved herein shall take effect on June 15, 2026.

Section 4. The Clerk of the Board is hereby directed to certify a copy of this Resolution to Evans Farm Land Development Company, LLC, as the statutory developer for the Evans Farm New Community Authority.

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

7

RESOLUTION NO. 26-222

IN THE MATTER OF APPROVING A PROCLAMATION TO RECOGNIZE SECOND CHANCE MONTH IN DELAWARE COUNTY:

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

WHEREAS, the successful reentry of formerly incarcerated individuals is a primary factor in maintaining public safety and reducing recidivism rates within Delaware County; and reflects the community’s commitment to second chances. Justice-involved individuals experience systemic barriers to successful reentry, specifically with finding jobs, housing and access to medical and behavioral healthcare. These barriers that can limit meaningful second chances; and

WHEREAS, empirical data shows that providing a true second chance through access to employment, housing, and healthcare reduces recidivism, decreases involvement in the criminal justice system, lowers public costs, and strengthens communities by supporting individuals in becoming employed, tax-contributing citizens, stable family members, and active parents; and

WHEREAS, the Delaware Reentry Coalition serves as a coordinating body to expand access to second chances by providing resources, advocacy and transitional guidance for individuals navigating the reentry process; and Second Chance Month is designated to increase public awareness of the importance of second chances for individuals who have completed their legal obligations, and to facilitate opportunities for employers and community organizations to engage in reentry efforts; and

WHEREAS, the Delaware Reentry Coalition invites the community to attend the Reentry Resource Fair at the Byxbe Building on May 26, 2026, from 3 p.m. to 6 p.m. and actively connect with local service providers, discover vital support networks, and be part of creating meaningful second chances in Delaware County;

NOW, THEREFORE, BE IT RESOLVED that we, the Delaware County Board of Commissioners, do hereby proclaim April 2026 as Second Chance Month in Delaware County.

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

8

RESOLUTION NO. 26-223

IN THE MATTER OF APPROVING A SERVICES AGREEMENT WITH PATTERSON POPE, INC. FOR HIGH DENSITY STORAGE SYSTEM AT THE COUNTY’S RECORDS CENTER:

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

WHEREAS, the Director of Facilities recommends approval of a Services Agreement with Patterson Pope, Inc. for high density storage system at the County’s Records Center;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners approves the following Services Agreement with Patterson Pope, Inc. for high density storage system at the County’s Records Center:

SERVICES AGREEMENT

This Agreement is made and entered into on March 19, 2026, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 ("County"), and Patterson Pope, Inc., P.O. Box 790138, Charlotte, North Carolina 28206 ("Contractor"), hereinafter

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collectively referred to as the "Parties."

1 SERVICES PROVIDED BY CONTRACTOR

- 1.1 The Contractor shall provide all necessary material, equipment, and labor for the removal of the existing high-density storage system and installation of a replacement high-density storage system at the County's Records Center, located at 2079 U.S. Hwy 23 North, Delaware, Ohio (the "Services").
- 1.2 The Services shall be further defined in and rendered by the Contractor in accordance with the Contractor's Quote #Q-78785-1 dated March 9, 2026 (the "Proposal"), which is attached hereto and, by this reference, incorporated herein.
- 1.3 The County is making the purchase of goods and services described herein through Sourcewell Contract #110923-SPC, which is exempt from competitive selection requirements otherwise required by law, pursuant to R.C. 9.48.
- 1.3 In the event of a conflict between the terms and conditions stated in this Agreement, consisting of pages 1 through 5, and any of the documents incorporated by reference herein, the terms and conditions stated herein shall take precedence.

2 SUPERVISION OF SERVICES

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Director of Facilities (the "Director") as the agent of the County for this Agreement.
- 2.2 The Director shall have authority to review 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 Contractor, shall supersede all prior understandings and agreements relating to the Services, and may only be modified or amended in writing with the mutual consent and agreement of the Parties.

4 COMPENSATION

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Proposal.
- 4.2 For all Services, the lump sum fee shall be \$159,700.11.
- 4.3 Total compensation under this Agreement shall not exceed \$159,700.11 without subsequent modification in accordance with Section 3.1.
- 4.4 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the Services.

5 PAYMENT

- 5.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Contractor in accordance with the Proposal and approved by the Director.
- 5.2 Invoices shall be submitted to the Director by the Contractor on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may require additional documentation to substantiate said invoices, and the Contractor shall promptly submit documentation as requested to substantiate said invoices.
- 5.3 The County shall pay invoices within thirty (30) days of receipt.

6 NOTICE TO PROCEED, COMPLETION, DELAYS AND EXTENSIONS

- 6.1 The Contractor shall commence Services upon written order from the Director and shall complete the Services promptly, diligently, in a workmanlike manner, and in accordance with the Proposal.
- 6.2 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Contractor may make a written request for time extension, and the Director may grant such an extension provided that all other terms of the Agreement are adhered to.

7 SUSPENSION OR TERMINATION OF AGREEMENT

- 7.1 The County, upon written notice, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Contractor shall immediately suspend or terminate

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Services, as ordered by the County.

- 7.2 In the case of termination, the Contractor shall submit a final invoice within sixty (60) days of receiving notice of termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the date of termination. The County shall remain responsible for payment of all materials ordered or committed to prior to termination.

8 INDEMNIFICATION

- 8.1 The Contractor shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, but only to the extent caused by any negligent acts, errors or omissions of the Contractor, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable. Contractor shall not be required to indemnify the County for the negligence or willful misconduct of the County or others not under subcontractor's control.

9 INSURANCE

- 9.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 9.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 9.3 Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 9.4 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 9.1 and 9.2. Contractor shall require all of its subcontractors to provide like endorsements.
- 9.5 Proof of insurance: Prior to the commencement of any work under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of work under this Agreement.

10 MISCELLANEOUS TERMS AND CONDITIONS

- 10.1 Prohibited Interests: Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 10.2 Independent Contractor: The Parties acknowledge and agree that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. Contractor hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.
- 10.3 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.
- 10.4 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.
- 10.5 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

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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.

- 10.6 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.
- 10.7 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 10.8 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.
- 10.9 County Policies: The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Contractor shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Contractor to comply with this Subsection. Copies of applicable policies are available upon request or online at <https://humanresources.co.delaware.oh.us/policies/> . The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.
- 10.10 Drug-Free Workplace: The Contractor agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 10.11 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates. Contractor further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry. Contractor further certifies that it complies with all applicable laws regarding Non-Discrimination/ Equal Opportunity and will not discriminate.

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

**9
RESOLUTION NO. 26-224**

IN THE MATTER OF APPROVING THE RQI PROGRAM RENEWAL CHANGE ORDER BY AND BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, DELAWARE COUNTY EMERGENCY MEDICAL SERVICES, AND RQI PARTNERS, LLC; NOW ASSIGNED TO LAERDAL MEDICAL CORPORATION:

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

WHEREAS, the Delaware County Director of Emergency Medical Services and staff recommend approval of a Resuscitation Quality Improvement Program renewal Change Order by and between the Delaware County Board of Commissioners, Delaware County Emergency Medical Services, and RQI Partners, LLC; now assigned to Laerdal Medical Corporation;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Resuscitation Quality Improvement Program renewal Change Order by and between the Delaware County Board of Commissioners, Delaware County Emergency Medical Services, and RQI Partners, LLC; now assigned to Laerdal Medical Corporation:

**RQI PROGRAM RENEWAL CHANGE ORDER
MSA Assigned to Laerdal Medical Corporation**

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THIS RENEWAL CHANGE ORDER ("CO") is dated as of the date fully executed below, and is attached to and made a part of the Resuscitation Quality Improvement Program Master Services Agreement, (the "MSA"), dated 1/24/2024, by and between RQI Partners LLC, a Delaware Limited Liability Company, having its principal offices at 7272 Greenville Avenue, Dallas, Dallas County, Texas 75231 (hereinafter "RQIP"), and Delaware County Board of Commissioners whose principal offices are located at 91 North Sandusky Street, Delaware, OH 43015 ("Customer"). The MSA has been assigned to Laerdal Medical Corporation ("LMC"), a New York Corporation, with its principal offices at 167 Myers Corners Road, Wappingers Falls, New York under clause 16 of the MSA.

In consideration of the mutual promises of the LMC and Customer and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both, the parties, intending to be legally bound hereby, agree as follows: :

1. Extension of Services

This Renewal Change Order modifies, amends, and supplements the MSA as follows,

a. Extension Of Term

The parties wish to renew and extend the term of the MSA. The MSA's Extended Term shall begin upon the expiration of the Initial Term and continue for 24 months beginning 4/1/2026.

The MSA, as amended, continues and remains in full force and effect, except as otherwise modified, amended or supplemented by this Renewal Change Order.

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

**10
ADMINISTRATOR REPORTS**

CA Davies and DCA Huston – Nothing to report.

**11
COMMISSIONERS' COMMITTEES REPORTS**

Commissioner Merrell – attended the Vietnam Veterans Day ceremony on Sunday. Wishing everyone a Happy Easter.

Commissioner Lewis – wishing everyone a Happy Easter.

Commissioner Benton – attended the Legislative update meeting on 3/27, also attended a CEBCO meeting and Executive Director interviews have begun.

There being no further business, the meeting adjourned.

Jeff Benton

Barb Lewis

Gary Merrell

Jennifer Walraven, Clerk to the Commissioners