

COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 24, 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. 26-598

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS
FROM REGULAR MEETING HELD AUGUST 17, 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 August 17, 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 Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

2
PUBLIC COMMENT

Mr. Andrew Mitchell is inquiring about accountability.

3
RESOLUTION NO. 26-599

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES,
AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0821 AND MEMO TRANSFERS
IN BATCH NUMBERS MTAPR0821:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR082, memo transfers in batch numbers MTAPR0821, and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO’ Increase			
P2603209	QUALITY CARE /JFS PROGRAM	22511607-5350	\$28,802.80
P2603049	DTAC /JFS PROGRAM	22511607-5350	\$101,850.00
P2601152	VARIOUS JFS PRC PROGRAM	22411602-5348	\$10,000.00
P2600230	PNC PRO CARD for FACILITIES	10011105-5201	\$40,000.00
P2602795	KE WA PA for JANITORIAL	10011015-5021	\$6,000.00
P2600573	PITNEY BOWES -MAIL	10011105-5331	\$20,000.00
P2601586	PRIME CONSTRUCTION/CIP REHAB	66611900-5415	\$25,000.00
P2602137	CLT ENGINEERING/REG. SEWER	66211900-5301	\$30,000.00
P2602854	BISHOP UNLIMITED /REG SEWER AMEND	66611900-5415	\$14,879.30
P2600672	FUELMAN/FOR SERVICE CENTER	10011106-5228	\$20,000.00
P2600673	MATHEWS FORD/ FOR SERVICE CENTER	10011106-5228	\$5,000.00
P2600668	NAPA AUTO/ FOR SERVICE CENTER	10011106-5228	\$10,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R2604164	M&R ROOFING AND REPAIRS LLC	SHINGLE ROOF REPLACEMENT - EMS 7	40111402 - 5328	\$ 15,000.00
R2604244	SOIL & WATER CONSERVATION	DITCH REPAIR AT LOWER SCIOTO	66211900 - 5328	\$ 14,733.00
R2604247	TRIHEDRAL INC	SCADA SOFTWARE AND SUPPORT SERVICES THRU JUNE 2031	66211900 - 5321	\$ 161,896.25
R2604252	BURGESS AND NIPLE INC	ABBOTSHIRE OF LOCH LOMOND REHAB PRO	66611900 - 5415	\$ 49,950.00
R2604253	DELAWARE AUTO SALES LLC	2023 FORD INTERCEPTOR 7 15 26 DEER CRASH	60111901 - 5370	\$ 7,501.68
R2604290	BURNS & MCDONNELL ENGINEERING	PROJECT. RESOLUTION 26-579.	66611900 - 5415	\$ 83,250.00

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

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RESOLUTION NO. 26-600

IN THE MATTER OF APPROVING A SCRAP TIRE REMOVAL CERTIFICATION AND
CONSENT FORM:

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

WHEREAS, scrap tires are currently being temporarily stored at the County Engineer’s facility at 1020 US Highway 42 North and are in need of removal for appropriate disposal;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves, and authorizes the President of the Board to execute and submit, the following Scrap Tire Removal Certification and Consent Form:

Ohio Environmental Protection Agency
Instructions for Scrap Tire Removal and Cleanup for Counties and Local Governments
Division of Materials and Waste Management

During the 1993 creation of the Ohio Scrap Tire Laws, the Ohio General Assembly included Ohio Revised Code (ORC) 3734.85(E) in the statute that allows for state-funded cleanups without subsequent cost recovery of small tire piles (fewer than 2,000 tires) provided that six specific conditions are met (below). In 2021, the Ohio General Assembly increased the maximum number of eligible tires under this statute from 5,000 to 10,000 tires per site.

Scrap Tire Consent and Program Eligibility
This instruction sheet applies to Ohio counties, municipal corporations, townships, villages and solid waste management districts or other governmental authorities for removal of illegally dumped scrap tires on public property or right of ways.

The Scrap Tire Consent Form is to be used for scrap tire sites having no less than 100 tires and no more than 10,000 tires. The scrap tires may be any size and may be un-mounted or on rims. Tires collected during tire amnesty collection events are not eligible for pick-up and disposal under this program.

Submission Instructions/Checklist

Please provide **1) Consent Form, 2) Deed, and 3) Photos and Map** to Ohio EPA. **Incomplete application packages will not be considered.**

x ☐	1) Consent Form a. Provide parcel information in Section 1, line 1 and a complete address of tire location. b. Provide signature of authorized agent or property owner listed on deed.
x ☐	2) <u>Recorded Deed</u> (attachment) Attach a copy of the recorded parcel deed which provides a complete legal description of the parcel in Section 1, line 1. (Documents are available at the county auditor's office.)
x ☐	3) Photos/Map (attachment) Attach site photo(s) and a map showing an X where the scrap tires are located and include property boundaries.

Send the completed consent form with attachments to: DMWMScrapTire@epa.ohio.gov

For questions or assistance, contact the Central Office Scrap Tire Unit at (614) 644-2621.

This Scrap Tire Removal Certification and Consent form applies to Ohio counties, municipal corporations, townships, villages and solid waste management districts or other governmental authorities applying for removal of illegally dumped scrap tires on public property or right of ways pursuant to Ohio Revised Code (ORC) 3734.85(E).

Section 1: Scrap Tire Temporary Storage Location				
This section of this form applies to the current, temporary storage location of the scrap tires . The temporary storage location is the location where the state contractors will enter to remove scrap tires. Please attach a copy of the property deed to this form.				
1) The undersigned represents the owner of a parcel of real estate located in		Delaware		Ohio,
		County		
whose legal description is recorded in	454, 181	of the	Delaware	deeds as attached.
	Volume,		County Recorded	

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a)	Address :	1020 US Highway 42 N.			
	City:	Delaware	Zip Code:	43015	-
	If applicable, other directions to better describe location of scrap tire location (for example: the site is 500 yards north of 14 Spring Street or at the SE corner of Elm and Oak):				
b)	Insert the approximate number of scrap tires to be removed:		200		
NOTE: The items below apply to the signatory of this form. By signing, the signatory verifies that they understand and agree to the following. 2) The undersigned hereby authorizes and consents to the entry upon the above-described real estate by officers, employees, authorized representatives, or contractors of the State of Ohio, upon showing proper identification, for such actions as are necessary to remove scrap tires and other associated solid wastes, if any, from the above-described real estate. 3) The undersigned hereby certifies that there are 10,000 or less scrap tires located on the above-described real estate. <i>ORC 3734.85(E)</i> 4) The undersigned hereby agrees to waive any claims which may arise against the State of Ohio or their officers, employees, authorized representatives, or contractors in the course of performing the actions described above. The undersigned hereby also agrees to hold harmless the State of Ohio, or any officers, employees, authorized representatives, or contractors utilized by the Ohio Environmental Protection Agency to affect the removal, for any damage to property incurred during the course of action under this Scrap Tire Removal Certifications and Consent Form, except to gross negligence or intentional misconduct. 5) The undersigned agrees to provide any assistance requested by the Ohio Environmental Protection Agency or their officers, employees, authorized representatives, or contractors of the Ohio Environmental Protection Agency in locating scrap tires on the above-described real estate or making arrangements to facilitate their removal. 6) This consent is granted so that the State of Ohio can undertake the removal of up to 5,000 scrap tires and other solid wastes at the above-described real estate at no cost to the undersigned and without a lien attached to the property pursuant to ORC 3734.85. 7) The undersigned certifies that the information provided in this request is truthful and in compliance with Ohio Revised Code § 2921.13.					
Section 2: Scrap Tire Collection Area(s)					
This section of this form applies to property area(s) where scrap tires (located at above-described real estate), were picked up by road crews and/or volunteers, etc., from public property, roadways, rights-of-way or during river clean-up sweeps. 1) The undersigned hereby certifies as a representative of the owner of the property that the scrap tires temporarily stored at the above described real estate, were picked up from public property, roadways, rights-of-way, or during river sweeps. 2) The undersigned hereby certifies as a representative of the owner of the property that the tires were placed on the property after the owner acquired title to the property. 3) The undersigned hereby certifies that as a representative of the owner of the property, the owner did not have knowledge that the tires were being placed on the property, or the owner posted on the property signs prohibiting dumping, or took other action to prevent the placing of tires on the property. <i>ORC 3734.85(E)(2)</i> 4) The undersigned hereby certifies that as a representative of the owner of the property, the owner did not participate in or consent to the placement of tires on the property. <i>ORC 3734.85(E)(3)</i> 5) The undersigned hereby certifies that as a representative of the owner of the property, the owner received no financial benefit from placing of the tires on the property or otherwise having the tires on the property. <i>ORC 3734.85(E)(4)</i> 6) The undersigned hereby certifies that as a representative of the owner of the property, the title to the property was not transferred to the owner for the purpose of evading liability under ORC 3734.85(A). <i>ORC 3734.85(E)(5)</i> 7) The undersigned hereby certifies that as a representative of the owner of the property, the person responsible for the placing the tires on the property, in doing so, was not acting as an agent for the owner of the property. <i>ORC 3734.85(E)(6)</i> 8) The undersigned, as a representative of the owner of the property, hereby relinquishes any claim of an ownership interest in any scrap tires or solid waste that are removed or in any proceeds from their sale. 9) The undersigned, as a representative of the owner of the property, agrees that this consent shall remain in effect for a period of 2 (two) years. During this two-year period, all scrap tire removal requests will include the 1) date and address of tire site, 2) tire count for each area and Secondary Identification Number assigned by Ohio EPA for subsequent scrap tire removal.					
Printed Name(s):		Jeff Benton, Board of Delaware County Commissioners President			
Mailing Address:		91 N. Sandusky Street			
City:	Delaware	State:	OH	Zip Code:	43015

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Phone:	740 368- 1800	Email:	jhicks@dkmm.org		
Project Point of Contact:	Jenna Hicks, DKMM Solid Waste District Director		Phone:	740-393-4600	
Date:	/ /				
Signature of Authorized Agent of Property Owner:					

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

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RESOLUTION NO. 26-601

IN THE MATTER OF SETTING DATE, TIME AND PLACE FOR THE FINAL HEARING BY THE COMMISSIONERS FOR THE PROPOSED EVERGREEN CEMETERY WATERSHED DRAINAGE IMPROVEMENT:

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

WHEREAS, on September 8, 2025, the Board of Commissioners of Delaware County (the “Board”) held a public hearing and determined that the proposed Evergreen Cemetery Watershed Drainage Improvement is necessary and conducive to the public welfare, and that it is reasonably certain that the benefits of the proposed improvement will outweigh its costs; and

WHEREAS, the Board also ordered the Delaware County Engineer to prepare the reports, plans, and schedules for the proposed improvement; and

WHEREAS, the Delaware County Engineer has filed the reports, plans, and schedules for the proposed improvement with the Clerk of the Board;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of the County of Delaware hereby fixes **Monday, November 2, 2026, at 10:00A.M.**, at the Office of the Board of County Commissioners, 91 North Sandusky Street Delaware, Ohio, as the time and place of the final hearing on the report of the County Engineer.

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

6
RESOLUTION NO. 26-602

IN THE MATTER OF SETTING DATE, TIME AND PLACE FOR THE FINAL HEARING BY THE COMMISSIONERS FOR THE PROPOSED MOORE #361 WATERSHED DRAINAGE IMPROVEMENT:

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

WHEREAS, on January 29, 2024, the Board of Commissioners of Delaware County (the “Board”) held a public hearing and determined that the proposed Moore #361 Watershed Drainage Improvement is necessary and conducive to the public welfare, and that it is reasonably certain that the benefits of the proposed improvement will outweigh its costs; and

WHEREAS, the Board also ordered the Delaware County Engineer to prepare the reports, plans, and schedules for the proposed improvement; and

WHEREAS, the Delaware County Engineer has filed the reports, plans, and schedules for the proposed improvement with the Clerk of the Board;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of the County of Delaware hereby fixes **Monday, November 2, 2026, at 10:15A.M.**, at the Office of the Board of County Commissioners, 91 North Sandusky Street Delaware, Ohio, as the time and place of the final hearing on the report of the County Engineer.

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

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RESOLUTION NO. 26-603

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, AARON UNDERHILL, ESQ., DAVID HODGE, ESQ., AND ERIC ZARTMAN, ESQ. ATTORNEYS REQUESTING ANNEXATION OF 0.7+/- ACRES OF LAND IN LIBERTY TOWNSHIP TO THE CITY OF POWELL:

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It was moved by Mrs. Lewis, seconded by Mr. Merrell, to acknowledge that on August 13, 2026, the Clerk to the Board of Commissioners received a petition requesting annexation of 0.7 +/- acres of land from Liberty Township to the City of Powell.

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

8
RESOLUTION NO. 26-604

IN THE MATTER OF DECLARING COUNTY PERSONAL PROPERTY NOT NEEDED FOR PUBLIC USE AND AUTHORIZING THE SALE OF THE PERSONAL PROPERTY TO DEPUTY KEVIN TURNER ON THE OCCASION OF HIS RETIREMENT:

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

WHEREAS, Delaware County Sheriff’s Deputy Kevin Turner retired from the Sheriff’s Office in good standing with the office; and

WHEREAS, Deputy Turner’s assigned duty firearm, Sig Sauer Caliber 9mm, Model P320 Pro – Serial #58H321855 (the “Firearm”) is no longer needed for public use; and

WHEREAS, Delaware County wishes to permit Deputy Turner to purchase the Firearm for One Dollar (\$1.00), pursuant to section 307.12(B)(1) of the Revised Code;

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

Section 1. The Firearm is no longer needed for public use and authorizes the sale of the Firearm to Deputy Kevin Turner for One Dollar (\$1.00).

Section 2. The sale of the Firearm shall be conditioned upon Deputy Turner accepting the Firearm “as is” and accepting sole responsibility for the care and maintenance of the Firearm. The sale of the Firearm is further conditioned upon the deputy executing and submitting an Acknowledgement and Release from Liability.

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

9
RESOLUTION NO. 26-605

IN THE MATTER OF ACCEPTING A NON-BINDING TERM SHEET BY AND BETWEEN DELAWARE COUNTY AND HUNTINGTON PUBLIC CAPITAL CORPORATION REGARDING THE ISSUANCE OF BONDS BY DELAWARE COUNTY FOR PUBLIC IMPROVEMENTS IN CONNECTION WITH THE SLATE LICK DRAINAGE IMPROVEMENT PROJECT:

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

WHEREAS, the Delaware County Board of Commissioners (the “Board”) has previously approved the Slate Lick drainage improvement project; and

WHEREAS, in order to provide for the most advantageous financing of the public improvements, the Board deems it to be in the best interests of Delaware County to issue bonds for the necessary public improvements and providing for the annual appropriation, if necessary and subject to the terms set forth in the non-binding term sheet with Huntington Public Capital Corporation (the “Term Sheet”), of amounts to be paid with respect to such bonds in the event the revenues and funds pledged to their repayment are insufficient;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby accepts the Term Sheet substantially in the form set forth below, authorizes the County Administrator to execute the Term Sheet on behalf of the Board, and directs the County Administrator, with the assistance of the County Auditor, the Director of Finance and legal counsel, to exercise good faith efforts to close the transaction in accordance with the Term Sheet.

TERM SHEET

DATE: July 29, 2026

ISSUE: Special Assessment Bonds, Series 2026 (the “Bonds”)

ISSUER/BORROWER: Delaware County, Ohio (“Issuer”)

PURCHASER/LENDER: Huntington Public Capital Corporation (“Huntington”)

SECURITY: Special assessments on properties being improved. Assessments will be put in place for

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collection beginning in 2027.

PRINCIPAL AMOUNT: \$31,546.48

USE OF PROCEEDS: To pay the costs for the Slate Lick Lateral #1 Watershed Drainage Improvement Project.

BOND COUNSEL: Squire Patton Boggs (US) LLP

PURCHASER'S COUNSEL: N/A

CLOSING DATE: September 15, 2026

TAX STATUS: Tax-Exempt (Bank Qualified)

FINAL MATURITY: December 1, 2034

INTEREST RATE: 5.00%

RATE ADJUSTMENT: If the funding of the Bonds has not occurred by September 25, 2026, then the Interest Rate and payment will be adjusted to maintain Huntington's economics as of the date of issuing this Term Sheet.

**FEE TO HUNTINGTON
FOR COUNSEL:** \$0.00

TRANSACTION FEES: All transaction fees, including those of Bond Counsel, shall be the responsibility of the Issuer.

INTEREST PAYMENTS: Due and payable semi-annually on June 1 and December 1 commencing on June 1, 2027.

PRINCIPAL PAYMENTS: Due and payable annually on December 1, commencing December 1, 2027, pursuant to the schedule attached.

OPTIONAL PREPAYMENT: The Bonds are subject to optional redemption in whole, but not in part, at par value plus accrued interest, anytime on or after December 1, 2030.

DIRECT PLACEMENT: Huntington is extending credit as a lender in the usual course of its loan business through the purchase of the Bonds for its own account in its normal and customary business practice, with no current intention on the resale, distribution or transfer thereof.

TERM BOND ELECTION: The Bonds will be a single certificate term bond, with principal payments representing mandatory principal redemptions. Term Sheet – Special Assessment Bonds Page 2

DOCUMENTATION: Transaction documents shall be prepared by Bond Counsel, subject to review and approval by Huntington and its Purchaser's Counsel.

PAYING AGENT: Delaware County

RATING: Not required by Huntington

POS/OFFICIAL STATEMENT: Not required by Huntington

CUSIP: Not required by Huntington

DTC CLOSING: Not required by Huntington

PROPOSAL EXPIRATION: This proposal shall expire at Huntington's option if (a) Huntington has not received the Issuer's written acceptance by August 31, 2026, and (b) if the closing date of the Bonds has not occurred by September 25, 2026.

HUNTINGTON CONTACT: Jill L. Murphy
Senior Vice President
Huntington Public Capital
Phone: (330)841-0179
Email: Jill.Murphy@huntington.com

**Respectfully Submitted,
Jill L. Murphy**

ACCEPTED BY:
Delaware County
By

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Name
Title
Date

Huntington Public Capital® ("HPC"), a division of The Huntington National Bank (the "Bank"), is providing the information contained in this document for discussion purposes only in connection with an arm's-length transaction under discussion between you and HPC. If you are a "municipal entity" or "obligated person" within the meaning of the municipal advisor rules (the "Rules") of the Securities and Exchange Commission, Rule 15Ba1-1 et seq. this information is provided to you pursuant to and in reliance upon the "bank exemption," and/or other exemptions and/or the "general information" exclusion provided under the Rules. HPC is acting for its own interest and has financial and other interests that differ from yours. HPC is not acting as a municipal advisor or financial advisor, and has no fiduciary duty, to you or any other person pursuant to the Rules. The information provided in this document is not intended to be and should not be construed as "advice" within the meaning of the Rules. HPC is not recommending that you take or refrain from taking any action with respect to the information contained in this document. Before acting on this information, you should discuss it with your own financial and/or municipal, legal, accounting, tax and other advisors as you deem appropriate. As used in this notice, the "Rules" means Section 15B of the Securities Exchange Act of 1934, the Securities and Exchange Commission's Rule 15Ba1-1, et seq., and any related municipal advisor rules of the Municipal Securities Rulemaking Board, all as they may be amended from time to time.

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

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RESOLUTION NO. 26-606

IN THE MATTER OF APPROVING THE FINAL SCHEDULE OF CONSTRUCTION ASSESSMENTS FOR THE SLATE LICK LATERAL #1 DRAINAGE IMPROVEMENT PROJECT:

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

WHEREAS, with Resolution No. 26-312 the Delaware County Board of Commissioners (the “Board”) established a drainage maintenance account (#2511) and approved the permanent drainage maintenance easement for the Slate Lick Lateral #1 Drainage Improvement Project; and

WHEREAS, the final schedule of construction assessments was to be approved after the bond was issued and the interest rates were determined; and

WHEREAS, the interest rate of the bond for the borrowing of the money is approximately 5.0%;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the final schedule of construction assessments for the **Slate Lick Lateral #1** Drainage Improvement Project. (Copy available in the Commissioners’ Office until no longer of administrative value);

BE IT FURTHER RESOLVED that the Board directs the Commissioners’ Office to supply to the Auditor’s Office the final schedule of construction assessments with the interest rates for the assessments. Eight years shall be the period of time, in semi-annual installments, as taxes are paid, given the owners of land benefited, to pay their assessments with the interest rate on the installments. (Copy available in the Commissioners’ Office until no longer of administrative value).

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

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RESOLUTION NO. 26-607

IN THE MATTER OF APPROVING THE CHILD PLACEMENT SERVICES CONTRACTS, FIRST AMENDMENTS, AND SECOND AMENDMENTS BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, AND CHILD PLACEMENT PROVIDERS LUTHERAN HOMES SOCIETY INC. DBA GENACROSS FAMILY & YOUTH SERVICES; NECCO, INC; OHIOMAS –THE NUTTER CENTER FOR EMPOWERING WOMEN; AND THE BAIR FOUNDATION:

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

WHEREAS, Delaware County contracts with Child Care Placement providers in accordance with state and federal regulations; and

WHEREAS, the Director of Job & Family Services recommends approval of the contracts, first amendments, and second amendments with Lutheran Homes Society Inc. dba Genacross Family & Youth Services; NECCO, Inc; OhioMAS-The Nutter Center for Empowering Women; and The Bair Foundation;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following contracts, first amendments, and second amendments for Child Care Placement providers:

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Child Placement Service	Per diem cost and per diem reimbursement for the following categories
<u>Name:</u> Lutheran Homes Society Inc. dba Genacross Family & Youth Services <u>Address:</u> 1905 Perrysburg Holland Rd. Holland, Ohio 43528 <u>This Agreement in effect from</u> 07/01/2026 through 06/30/2027	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)

FIRST AMENDMENT TO THE AGREEMENT
FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD PLACEMENT
BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND
LUTHERAN HOMES SOCIETY, INC.
dba GENACROSS FAMILY & YOUTH SERVICES

This First Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services (“Agency”) and Lutheran Homes Society, Inc. dba Genacross Family & Youth Services (“Provider”) (“First Amendment”) is entered into this August 24, 2026.

Whereas, Agency and Provider have entered an Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 07/01/2026 through 06/30/2027 (“Agreement”); and

Whereas, Article XV of the Agreement allows the Parties to amend the Agreement via a written amendment signed by both parties; and,

Whereas, Agency and Provider desire and have agreed to amend the Agreement to include the additional terms and conditions set forth herein.

Now Therefore, the Parties agree to amend the Agreement as follows:

Section 1 – Supplemental Terms and Conditions

The following terms and conditions shall be added to and supplement the indicated sections of the Agreement:

A. Article II. This agreement shall have an initial service period of 07/01/2026 through 06/30/2027.

By mutual consent, the Agency and Provider may determine that an extension of this contract is in the best interest of all Parties. Therefore, by mutual agreement of the Parties, the contract may be extended for two (2) additional consecutive years in one (1) year period increments. There shall be no increase in transaction costs nor a decrease in services, and all other terms of this contract remain unchanged, unless amended by a separate written amendment signed by all Parties.
Extension is contingent upon the availability of funds, the terms of the grant agreement between the Agency, the state of Ohio and/or the federal government, as well as satisfactory performance by the Provider, and is subject to approval by the Agency, with renegotiation to be initiated by the Agency before the expiration of the existing service period.

- B. Article V.A. Residential facilities that accept children for placement are to comply with the requirements of Rule 5101: 2-9-42 Qualified Residential Treatment Program (Q RTP). Residential facilities must implement a trauma informed approach to maintain IV-E reimbursement.
- C. Article V.F. Provider agrees to submit a monthly progress report as negotiated by the parties to the Children Services Assistant Director for each child no later than the twentieth (20th) day of each month. The progress report will be based on the child’s Individual Child Care Agreement and case plan and should include documentation of services provided to the child (visits to the child, counseling outcome(s), etc.). Failure to submit the progress reports may result in a delay of payment until such time as the Provider comes into compliance.
- D. Article V.G., H. and I. Notification as required by these sections shall be made to the Agency’s 24/7 emergency number. The emergency number is 740-833-2340.
- E. Article V.J. Provider also agrees to notify the Agency when and if the following safety condition exists: - The child’s medication has changed.
- F. New Article V. AB. Provider agrees to transfer copies of the child’s records to the Agency within forty-eight (48) hours of the request, excluding weekends and holidays. Copies of the records are to be submitted electronically via email as an attachment, scanned pdf file(s), or via facsimile (fax).

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- G. New Article V. AC. Provider agrees to provide transportation for the child to subsequent placements including those outside the Provider network. Transportation shall be limited to within the State of Ohio.
- H. Article VIII. A. There shall be no pre-defined maximum amount payable pursuant to this contract. PROVIDER agrees to accept as full payment for Services rendered in a manner satisfactory to the Agency the amount of actual expenditures made by PROVIDER for purposes of providing the Services.
- I. New Article VIII. J. Per diem rates shall remain unchanged during the initial service period defined in Article II, Term of Agreement. Upon completion of the initial service period, Provider may update per diem rates through a mutually agreed upon contract amendment not more than once annually during each one (1) year service period extension. Provider agrees to provide written notification to the Agency of requested per diem rate changes. Written notification shall be sent electronically via email to the attention of Mr. Jeffrey Sell, Protective Services Administrator whose email address is jeffrey.sell2@jfs.ohio.gov and Ms. Jenifer Wattenschaidt, Business Administrator, whose email address is Jenifer.wattenschaidt@jfs.ohio.gov. Written notification shall contain the total per diem rate and the per diem rate components (Maintenance, Administration, Transportation, Other, etc.). Per diem rate changes shall take effect the first calendar day of the month after the per diem rate change has been formally approved by the Provider and Agency in a contract amendment. Provider and Agency shall ensure service levels and per diem rates specified in an Individual Child Care Agreement (ICCA) are incorporated into the contract. In the event of a conflict between the per diem rate represented in an ICCA and the rates mutually agreed upon in the contract, rates in the contract shall prevail. In the event that an ICCA specifies a service level that is not yet included in the per diem rate schedule in the contract, Provider shall not provide the services for or bill the Agency for the services until the service level and related per diem rate has been incorporated into the contract through a contract amendment. Provider shall submit monthly invoices to the following email inbox: Delaware-invoices@jfs.ohio.gov.
- J. Article XII.D. Independent Contractor Acknowledgement/No Contribution to OPERS Agency, Board, and Delaware County, Ohio (for purposes of this section collectively “County”) are public employers as defined in R.C. § 145.01(D). The County has classified the Provider as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System (“OPERS”) for or on behalf of Provider and/or any of its officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Agreement. Provider acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. If Provider is an individual or has less than five (5) employees, Provider, in support of being so

informed and pursuant to R.C. § 145.038, agrees to and shall complete and shall have each of its employees complete an OPERS Independent Contractor/Worker Acknowledgement Form (“OPERS Form”). The OPERS Form is attached to this First Amendment as Exhibit 1. The Agency shall retain the completed OPERS Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

If Provider has five (5) or more employees, Provider, by signature of its authorized representative below, hereby certifies such fact in lieu of completing the OPERS Form:

Signature	Date
Printed Name	
Title	

- K. Article XX.D. In lieu of the coverage amount indicated in the Agreement, Provider agrees to procure and maintain Umbrella and Excess liability insurance coverage of at least Two Million Dollars (\$2,000,000.00) per occurrence and in the aggregate above the commercial general and business auto primary policies.
- L. Article XX.F. The Delaware County Board of Commissioners (Board”) shall be listed as the Certificate Holder.

Section 2 - Miscellaneous

- A. Exhibits to Agreement.
1. Exhibit 1 – Scope of Work. This exhibit is referenced throughout the Agreement. It does not exist.
 2. Exhibits II and III. The Agreement was not competitively bid. These exhibits do not exist.
 3. Exhibit IV – Rate Schedule. This is exhibit is also referenced as “Schedule A.” It is attached to the Agreement labeled “Title IV-E Schedule A Rate Information.”
- B. Attachments to First Amendment. The following are attached to this First Amendment and by this reference are incorporated into this First Amendment:

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- 1. OPERS Independent Contractor/Worker Acknowledgement.
- C. Conflicts. In the event of a conflict between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall prevail.
- D. Other Terms and Conditions Unchanged. All terms and conditions of the Agreement not changed by this First Amendment remain the same, unchanged, and in full force and effect.
- E. Signatures.
 - 1. Unless otherwise stated and unless the Agreement is otherwise signed by the Board or, where authorized, the Delaware County Administrator (“Administrator”) on behalf of the Board, the signatures of the Board or Administrator below shall be approval of both the Agreement and this First Amendment.
 - 2. Any person executing this First Amendment in a representative capacity hereby warrants that he/she has authority to sign this First Amendment or has been duly authorized by his/her principal to execute this First Amendment on such principal’s behalf and is authorized to bind such principal.
- F. Auditor’s Certification. The Auditor’s Certification attached to this First Amendment shall serve as the Auditor’s Certification for the Agreement.

**SECOND AMENDMENT TO THE AGREEMENT
FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD
PLACEMENT BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY
SERVICES AND LUTHERAN HOMES SOCIETY, INC.
dba GENACROSS FAMILY & YOUTH SERVICES**

This Second Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services (“DCDJFS”) and Lutheran Homes Society, Inc. dba Genacross Family & Youth Services (“Provider”) (“Second Amendment”) is entered into this August 24, 2026. This Second Amendment adds the Delaware County Family and Children First Council (hereinafter, “DCFCFC”) as a party when services are rendered by Provider pursuant to the terms of this Second Amendment. DCDJFS is the Administrative Agent for DCFCFC, and therefore they are related parties. DCDJFS and DCFCFC are collectively referred to as “Agency.”

Whereas, DCDJFS and Provider have entered an Agreement and a First Amendment for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 07/01/2026 through 06/30/2027 (“Agreement”); and,

Whereas, Article XV of the Agreement allows the Parties to amend the Agreement via a written amendment signed by both parties; and,

Whereas, on occasion the Agency identifies children who require placement with a provider but who are not in Agency custody. There is alternative funding through DCFCFC to pay for services under these circumstances; and,

Whereas, DCDJFS and Provider desire and hereby amend the Agreement to include additional terms and conditions for the purpose of including DCFCFC as a party to the Agreement and First Amendment. This will allow Provider to render services to Agency clients that are not in Agency custody with payment for the services made through DCFCFC’s funding sources; and,

Whereas, this Second Amendment is intended to define the responsibilities of the Parties under this alternative placement arrangement.

Now Therefore, the Parties agree to amend the Agreement as follows:

Section 1 – Changes in Terms and Conditions

The terms and conditions of the Agreement and First Amendment shall apply equally to this Second Amendment, except for the following terms which apply only for services under this Second Amendment:

Agreement

Article VI, Section D. – this section does not apply to services provided pursuant to this Second Amendment.

Article VIII – The words “Schedule C” shall be substituted in all instances where “Schedule A” appears in Article VIII.

Article XVI – For services provided pursuant to this Second Amendment, Notice shall be sent to Agency at the following address:

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Delaware County Family and Children First Council
145 N Union St
Delaware, OH 43015
Notice shall also be sent to the legal guardian/custodian of the child at the address given to Provider by the Agency.

First Amendment

Section 1(B) – The words “Children’s Services Assistant Director” shall be replaced with “Family & Children First Council Coordinator.”

Section 1(H) – The words “Mr. Jeffrey Sell, Protective Services Administrator whose email address is jeffrey.sell2@jfs.ohio.gov” shall be replaced with:

“Ms. Rachel Layne, Family & Children First Council Coordinator whose email address is rachel.layne@jfs.ohio.gov.”

Section 1(H) – The following words are removed from the Agreement for purposes of this Second Amendment only:

“Provider and Agency shall ensure service levels and per diem rates specified in an Individual Child Care Agreement (ICCA) are incorporated into the contract. In the event of a conflict between the per diem rate represented in an ICCA and the rates mutually agreed upon in the contract, rates in the contract shall prevail. In the event that an ICCA specifies a service level that is not yet included in the per diem rate schedule in the contract, Provider shall not provide the services for or bill the Agency for the services until the service level and related per diem rate has been incorporated into the contract through a contract amendment.”

Section 2(A)(3) - The words “Schedule C” shall be substituted in all instances where “Schedule A” appears.

Section 2 – Supplemental Terms and Conditions

The following terms and conditions shall be added to and supplement the terms of this Second Amendment, and shall apply only to services provided under this Second Amendment:

- A. Throughout Agreement and First Amendment– In all instances where the Provider is required to give a report or notice to the Agency, the Provider must also give the same notice or report to the guardian/custodian of the child. Agency shall provide Provider with the contact information of the guardian/custodian.
- B. Custody of Child. At all times while services are rendered under this Second Amendment, the child will remain in the custody of his or her legal guardian/custodian. In all instances where Provider must obtain consent for care or course of action, such consent must be obtained from the child’s legal guardian/custodian, with follow-up notice given to Agency.
- C. Funding – Multiple System Youth
- D. Auditor’s Certification. The Auditor’s Certification attached to this Second Amendment shall apply only to the Second Amendment.

Schedule A Rate Information
Per Diem Rates
July 1, 2026 – June 30, 2027
Genacross Family & Youth Services

Service Description	Maintenance Per Diem	Administration Per Diem	Transportation - Admin	Transportation - Maintenance	Other Direct Services	Other Per Diem	Total Per Diem
Anthony Wayne Group Home	\$319.51	\$11.17	\$6.48	\$0.13	\$0.71	\$116.00	\$454.00
East Toledo Group Home	\$319.51	\$11.17	\$6.48	\$0.13	\$0.71	\$116.00	\$454.00
Garden Group Home	\$319.51	\$11.17	\$6.48	\$0.13	\$0.71	\$116.00	\$454.00
Oregon Group Home	\$319.51	\$11.17	\$6.48	\$0.13	\$0.71	\$116.00	\$454.00
Wynn	\$319.51	\$11.17	\$6.48	\$0.13	\$0.71	\$116.00	\$454.00

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Group Home							
Maumee Youth Center	\$424.78	\$25.39	\$5.57	\$0.01	\$0.82	\$43.43	\$500.00

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
<u>Name:</u> NECCO, Inc. <u>Address:</u> 135 Merchant St., Springdale, Ohio 45246 <u>This Agreement in effect from</u> 07/01/2026 through 06/30/2027	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)

FIRST AMENDMENT TO THE AGREEMENT
FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD PLACEMENT
BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
AND NECCO, INC.

This First Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services (“Agency”) and NECCO, Inc. (“Provider”) (“First Amendment”) is entered into this August 24, 2026.

Whereas, Agency and Provider have entered an Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 07/01/2026 through 06/30/2027 (“Agreement”); and

Whereas, Article XV of the Agreement allows the Parties to amend the Agreement via a written amendment signed by both parties; and,

Whereas, Agency and Provider desire and have agreed to amend the Agreement to include the additional terms and conditions set forth herein.

Now Therefore, the Parties agree to amend the Agreement as follows:

Section 1 – Supplemental Terms and Conditions

The following terms and conditions shall be added to and supplement the indicated sections of the Agreement:

- A. Article II. This agreement shall have an initial service period of 07/01/2026 through 06/30/2027.

By mutual consent, the Agency and Provider may determine that an extension of this contract is in the best interest of all Parties. Therefore, by mutual agreement of the Parties, the contract may be extended for two (2) additional consecutive years in one (1) year period increments. There shall be no increase in transaction costs nor a decrease in services, and all other terms of this contract remain unchanged, unless amended by a separate written amendment signed by all Parties.

Extension is contingent upon the availability of funds, the terms of the grant agreement between the Agency, the state of Ohio and/or the federal government, as well as satisfactory performance by the Provider, and is subject to approval by the Agency, with renegotiation to be initiated by the Agency before the expiration of the existing service period.

- B. Article V.A. Residential facilities that accept children for placement are to comply with the requirements of Rule 5101: 2-9-42 Qualified Residential Treatment Program (Q RTP). Residential facilities must implement a trauma informed approach to maintain IV-E reimbursement.
- C. Article V.F. Provider agrees to submit a monthly progress report as negotiated by the parties to the Children Services Assistant Director for each child no later than the twentieth (20th) day of each month. The progress report will be based on the child’s Individual Child Care Agreement and case plan and should include documentation of services provided to the child (visits to the child, counseling outcome(s), etc.). Failure to submit the progress reports may result in a delay of payment until such time as the Provider comes into compliance.
- D. Article V.G., H. and I. Notification as required by these sections shall be made to the Agency’s 24/7 emergency number. The emergency number is 740-833-2340.
- E. Article V.J. Provider also agrees to notify the Agency when and if the following safety condition exists: - The child’s medication has changed.
- F. New Article V. AB. Provider agrees to transfer copies of the child’s records to the Agency within

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forty-eight (48) hours of the request, excluding weekends and holidays. Copies of the records are to be submitted electronically via email as an attachment, scanned pdf file(s), or via facsimile (fax).

- G. New Article V. AC. Provider agrees to provide transportation for the child to subsequent placements including those outside the Provider network. Transportation shall be limited to within the State of Ohio.
- H. Article VIII. A. There shall be no pre-defined maximum amount payable pursuant to this contract. PROVIDER agrees to accept as full payment for Services rendered in a manner satisfactory to the Agency the amount of actual expenditures made by PROVIDER for purposes of providing the Services.
- I. New Article VIII. J. Per diem rates shall remain unchanged during the initial service period defined in Article II, Term of Agreement. Upon completion of the initial service period, Provider may update per diem rates through a mutually agreed upon contract amendment not more than once annually during each one (1) year service period extension. Provider agrees to provide written notification to the Agency of requested per diem rate changes. Written notification shall be sent electronically via email to the attention of Mr. Jeffrey Sell, Protective Services Administrator whose email address is jeffrey.sell2@jfs.ohio.gov and Ms. Jenifer Wattenschaidt, Business Administrator, whose email address is Jenifer.wattenschaidt@jfs.ohio.gov. Written notification shall contain the total per diem rate and the per diem rate components (Maintenance, Administration, Transportation, Other, etc.). Per diem rate changes shall take effect the first calendar day of the month after the per diem rate change has been formally approved by the Provider and Agency in a contract amendment. Provider and Agency shall ensure service levels and per diem rates specified in an Individual Child Care Agreement (ICCA) are incorporated into the contract. In the event of a conflict between the per diem rate represented in an ICCA and the rates mutually agreed upon in the contract, rates in the contract shall prevail. In the event that an ICCA specifies a service level that is not yet included in the per diem rate schedule in the contract, Provider shall not provide the services for or bill the Agency for the services until the service level and related per diem rate has been incorporated into the contract through a contract amendment. Provider shall submit monthly invoices to the following email inbox: Delaware-invoices@jfs.ohio.gov.

J. Article XII.D. Independent Contractor Acknowledgement/No Contribution to OPERS
Agency, Board, and Delaware County, Ohio (for purposes of this section collectively “County”) are public employers as defined in R.C. § 145.01(D). The County has classified the Provider as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System (“OPERS”) for or on behalf of Provider and/or any of its officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Agreement. Provider acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. If Provider is an individual or has less than five (5) employees, Provider, in support of being so

informed and pursuant to R.C. § 145.038, agrees to and shall complete and shall have each of its employees complete an OPERS Independent Contractor/Worker Acknowledgement Form (“OPERS Form”). The OPERS Form is attached to this First Amendment as Exhibit 1. The Agency shall retain the completed OPERS Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

If Provider has five (5) or more employees, Provider, by signature of its authorized representative below, hereby certifies such fact in lieu of completing the OPERS Form:

_____ Signature	_____ Date
_____ Printed Name	
_____ Title	

- K. Article XX.D. In lieu of the coverage amount indicated in the Agreement, Provider agrees to procure and maintain Umbrella and Excess liability insurance coverage of at least Two Million Dollars (\$2,000,000.00) per occurrence and in the aggregate above the commercial general and business auto primary policies.
- L. Article XX.F. The Delaware County Board of Commissioners (Board”) shall be listed as the Certificate Holder.

Section 2 - Miscellaneous

- A. Exhibits to Agreement.
 - 1. Exhibit 1 – Scope of Work. This exhibit is referenced throughout the Agreement. It does not exist.
 - 2. Exhibits II and III. The Agreement was not competitively bid. These exhibits do not exist.
 - 3. Exhibit IV – Rate Schedule. This is exhibit is also referenced as “Schedule A.” It is attached to the Agreement labeled “Title IV-E Schedule A Rate Information.”

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- B.** Attachments to First Amendment. The following are attached to this First Amendment and by this reference are incorporated into this First Amendment:
1. OPERS Independent Contractor/Worker Acknowledgement.
- C.** Conflicts. In the event of a conflict between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall prevail.
- D.** Other Terms and Conditions Unchanged. All terms and conditions of the Agreement not changed by this First Amendment remain the same, unchanged, and in full force and effect.
- E.** Signatures.
1. Unless otherwise stated and unless the Agreement is otherwise signed by the Board or, where authorized, the Delaware County Administrator (“Administrator”) on behalf of the Board, the signatures of the Board or Administrator below shall be approval of both the Agreement and this First Amendment.
 2. Any person executing this First Amendment in a representative capacity hereby warrants that he/she has authority to sign this First Amendment or has been duly authorized by his/her principal to execute this First Amendment on such principal’s behalf and is authorized to bind such principal.
- F.** Auditor’s Certification. The Auditor’s Certification attached to this First Amendment shall serve as the Auditor’s Certification for the Agreement.

SECOND AMENDMENT TO THE AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD PLACEMENT BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND NECCO, INC.

This Second Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services (“DCDJFS”) and NECCO, Inc. (“Provider”) (“Second Amendment”) is entered into this August 24, 2026. This Second Amendment adds the Delaware County Family and Children First Council (hereinafter, “DCFCFC”) as a party when services are rendered by Provider pursuant to the terms of this Second Amendment. DCDJFS is the Administrative Agent for DCFCFC, and therefore they are related parties. DCDJFS and DCFCFC are collectively referred to as “Agency.”

Whereas, DCDJFS and Provider have entered an Agreement and a First Amendment for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 07/01/2026 through 06/30/2027 (“Agreement”); and,

Whereas, Article XV of the Agreement allows the Parties to amend the Agreement via a written amendment signed by both parties; and,

Whereas, on occasion the Agency identifies children who require placement with a provider but who are not in Agency custody. There is alternative funding through DCFCFC to pay for services under these circumstances; and,

Whereas, DCDJFS and Provider desire and hereby amend the Agreement to include additional terms and conditions for the purpose of including DCFCFC as a party to the Agreement and First Amendment. This will allow Provider to render services to Agency clients that are not in Agency custody with payment for the services made through DCFCFC’s funding sources; and,

Whereas, this Second Amendment is intended to define the responsibilities of the Parties under this alternative placement arrangement.

Now Therefore, the Parties agree to amend the Agreement as follows:

Section 1 – Changes in Terms and Conditions

The terms and conditions of the Agreement and First Amendment shall apply equally to this Second Amendment, except for the following terms which apply only for services under this Second Amendment:

Agreement

Article VI, Section D. – this section does not apply to services provided pursuant to this Second Amendment.

Article VIII – The words “Schedule C” shall be substituted in all instances where “Schedule A” appears in Article VIII.

Article XVI – For services provided pursuant to this Second Amendment, Notice shall be sent to Agency at the following address:

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Delaware County Family and Children First Council
145 N Union St
Delaware, OH 43015
Notice shall also be sent to the legal guardian/custodian of the child at the address given to Provider by the Agency.

First Amendment

Section 1(B) – The words “Children’s Services Assistant Director” shall be replaced with “Family & Children First Council Coordinator.”

Section 1(H) – The words “Mr. Jeffrey Sell, Protective Services Administrator whose email address is jeffrey.sell2@jfs.ohio.gov” shall be replaced with:

“Ms. Rachel Layne, Family & Children First Council Coordinator whose email address is rachel.layne@jfs.ohio.gov.”

Section 1(H) – The following words are removed from the Agreement for purposes of this Second Amendment only:

“Provider and Agency shall ensure service levels and per diem rates specified in an Individual Child Care Agreement (ICCA) are incorporated into the contract. In the event of a conflict between the per diem rate represented in an ICCA and the rates mutually agreed upon in the contract, rates in the contract shall prevail. In the event that an ICCA specifies a service level that is not yet included in the per diem rate schedule in the contract, Provider shall not provide the services for or bill the Agency for the services until the service level and related per diem rate has been incorporated into the contract through a contract amendment.”

Section 2(A)(3) - The words “Schedule C” shall be substituted in all instances where “Schedule A” appears.

Section 2 – Supplemental Terms and Conditions

The following terms and conditions shall be added to and supplement the terms of this Second Amendment, and shall apply only to services provided under this Second Amendment:

- A. Throughout Agreement and First Amendment– In all instances where the Provider is required to give a report or notice to the Agency, the Provider must also give the same notice or report to the guardian/custodian of the child. Agency shall provide Provider with the contact information of the guardian/custodian.
- B. Custody of Child. At all times while services are rendered under this Second Amendment, the child will remain in the custody of his or her legal guardian/custodian. In all instances where Provider must obtain consent for care or course of action, such consent must be obtained from the child’s legal guardian/custodian, with follow-up notice given to Agency.
- C. Funding – Multiple System Youth
- D. Auditor’s Certification. The Auditor’s Certification attached to this Second Amendment shall apply only to the Second Amendment.

Schedule A Rate Information
Per Diem Rates
July 1, 2026 – June 30, 2027
NECCO, Inc.

Service Description	Service ID	Maintenance Per Diem	Administration Per Diem	Total Per Diem	Begin Date	End Date
Traditional Foster Care (30246) – FFH	4973663	\$41.03	\$42.00	\$83.03	07/01/2026	06/30/2027
Treatment Foster Care Level 1 (30247) – EN	4973665	\$59.83	\$61.00	\$120.83	07/01/2026	06/30/2027
Treatment Foster Care Level 2/3 (30248) – EN	4975665	\$61.57	\$77.00	\$138.57	07/01/2026	06/30/2027
Treatment Foster Care Special Needs (30249) – EN	4975666	\$96.95	\$91.00	\$187.95	07/01/2026	06/30/2027

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Child Placement Service	Per diem cost and per diem reimbursement for the following categories
Name: OhioMAS – The Nutter Center for Empowering Women Address: 1169 Bryden Road Columbus, Ohio 43205 This Agreement in effect from 07/01/2026 through 06/30/2027	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)

FIRST AMENDMENT TO THE AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS
FOR THE PROVISION OF CHILD PLACEMENT BETWEEN DELAWARE COUNTY
DEPARTMENT OF JOB AND FAMILY SERVICES AND
OHIOMAS – THE NUTTER CENTER FOR EMPOWERING WOMEN

This First Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services (“Agency”) and OhioMAS – The Nutter Center for Empowering Women (“Provider”) (“First Amendment”) is entered into this August 24, 2026.

Whereas, Agency and Provider have entered an Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 07/01/2026 through 06/30/2027 (“Agreement”); and

Whereas, Article XV of the Agreement allows the Parties to amend the Agreement via a written amendment signed by both parties; and,

Whereas, Agency and Provider desire and have agreed to amend the Agreement to include the additional terms and conditions set forth herein.

Now Therefore, the Parties agree to amend the Agreement as follows:

Section 1 – Supplemental Terms and Conditions

The following terms and conditions shall be added to and supplement the indicated sections of the Agreement:

A. Article II. This agreement shall have an initial service period of 07/01/2026 through 06/30/2027.

By mutual consent, the Agency and Provider may determine that an extension of this contract is in the best interest of all Parties. Therefore, by mutual agreement of the Parties, the contract may be extended for two (2) additional consecutive years in one (1) year period increments. There shall be no increase in transaction costs nor a decrease in services, and all other terms of this contract remain unchanged, unless amended by a separate written amendment signed by all Parties.

Extension is contingent upon the availability of funds, the terms of the grant agreement between the Agency, the state of Ohio and/or the federal government, as well as satisfactory performance by the Provider, and is subject to approval by the Agency, with renegotiation to be initiated by the Agency before the expiration of the existing service period.

B. Article V.A. Residential facilities that accept children for placement are to comply with the requirements of Rule 5101: 2-9-42 Qualified Residential Treatment Program (Q RTP). Residential facilities must implement a trauma informed approach to maintain IV-E reimbursement.

C. Article V.F. Provider agrees to submit a monthly progress report as negotiated by the parties to the Children Services Assistant Director for each child no later than the twentieth (20th) day of each month. The progress report will be based on the child’s Individual Child Care Agreement and case plan and should include documentation of services provided to the child (visits to the child, counseling outcome(s), etc.). Failure to submit the progress reports may result in a delay of payment until such time as the Provider comes into compliance.

D. Article V.G., H. and I. Notification as required by these sections shall be made to the Agency’s 24/7 emergency number. The emergency number is 740-833-2340.

E. Article V.J. Provider also agrees to notify the Agency when and if the following safety condition exists: - The child’s medication has changed.

F. New Article V. AB. Provider agrees to transfer copies of the child’s records to the Agency within forty-eight (48) hours of the request, excluding weekends and holidays. Copies of the records are to be submitted electronically via email as an attachment, scanned pdf file(s), or via facsimile (fax).

G. New Article V. AC. Provider agrees to provide transportation for the child to subsequent placements

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including those outside the Provider network. Transportation shall be limited to within the State of Ohio.

- H. Article VIII. A. There shall be no pre-defined maximum amount payable pursuant to this contract. PROVIDER agrees to accept as full payment for Services rendered in a manner satisfactory to the Agency the amount of actual expenditures made by PROVIDER for purposes of providing the Services.
- I. New Article VIII. J. Per diem rates shall remain unchanged during the initial service period defined in Article II, Term of Agreement. Upon completion of the initial service period, Provider may update per diem rates through a mutually agreed upon contract amendment not more than once annually during each one (1) year service period extension. Provider agrees to provide written notification to the Agency of requested per diem rate changes. Written notification shall be sent electronically via email to the attention of Mr. Jeffrey Sell, Protective Services Administrator whose email address is jeffrey.sell2@jfs.ohio.gov and Ms. Jenifer Wattenschaidt, Business Administrator, whose email address is Jenifer.wattenschaidt@jfs.ohio.gov. Written notification shall contain the total per diem rate and the per diem rate components (Maintenance, Administration, Transportation, Other, etc.). Per diem rate changes shall take effect the first calendar day of the month after the per diem rate change has been formally approved by the Provider and Agency in a contract amendment. Provider and Agency shall ensure service levels and per diem rates specified in an Individual Child Care Agreement (ICCA) are incorporated into the contract. In the event of a conflict between the per diem rate represented in an ICCA and the rates mutually agreed upon in the contract, rates in the contract shall prevail. In the event that an ICCA specifies a service level that is not yet included in the per diem rate schedule in the contract, Provider shall not provide the services for or bill the Agency for the services until the service level and related per diem rate has been incorporated into the contract through a contract amendment. Provider shall submit monthly invoices to the following email inbox: Delaware-invoices@jfs.ohio.gov.

J. Article XII.D. Independent Contractor Acknowledgement/No Contribution to OPERS
Agency, Board, and Delaware County, Ohio (for purposes of this section collectively “County”) are public employers as defined in R.C. § 145.01(D). The County has classified the Provider as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System (“OPERS”) for or on behalf of Provider and/or any of its officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Agreement. Provider acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. If Provider is an individual or has less than five (5) employees, Provider, in support of being so

informed and pursuant to R.C. § 145.038, agrees to and shall complete and shall have each of its employees complete an OPERS Independent Contractor/Worker Acknowledgement Form (“OPERS Form”). The OPERS Form is attached to this First Amendment as Exhibit 1. The Agency shall retain the completed OPERS Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

If Provider has five (5) or more employees, Provider, by signature of its authorized representative below, hereby certifies such fact in lieu of completing the OPERS Form:

Signature	Date
Printed Name	
Title	

- K. Article XX.D. In lieu of the coverage amount indicated in the Agreement, Provider agrees to procure and maintain Umbrella and Excess liability insurance coverage of at least Two Million Dollars (\$2,000,000.00) per occurrence and in the aggregate above the commercial general and business auto primary policies.
- L. Article XX.F. The Delaware County Board of Commissioners (Board”) shall be listed as the Certificate Holder.

Section 2 - Miscellaneous

- A. Exhibits to Agreement.
- Exhibit 1 – Scope of Work. This exhibit is referenced throughout the Agreement. It does not exist.
 - Exhibits II and III. The Agreement was not competitively bid. These exhibits do not exist.
 - Exhibit IV – Rate Schedule. This is exhibit is also referenced as “Schedule A.” It is attached to the Agreement labeled “Title IV-E Schedule A Rate Information.”
- B. Attachments to First Amendment. The following are attached to this First Amendment and by this reference are incorporated into this First Amendment:
- OPERS Independent Contractor/Worker Acknowledgement.

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- C. Conflicts. In the event of a conflict between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall prevail.
- D. Other Terms and Conditions Unchanged. All terms and conditions of the Agreement not changed by this First Amendment remain the same, unchanged, and in full force and effect.
- E. Signatures.
 - 1. Unless otherwise stated and unless the Agreement is otherwise signed by the Board or, where authorized, the Delaware County Administrator (“Administrator”) on behalf of the Board, the signatures of the Board or Administrator below shall be approval of both the Agreement and this First Amendment.
 - 2. Any person executing this First Amendment in a representative capacity hereby warrants that he/she has authority to sign this First Amendment or has been duly authorized by his/her principal to execute this First Amendment on such principal’s behalf and is authorized to bind such principal.
- F. Auditor’s Certification. The Auditor’s Certification attached to this First Amendment shall serve as the Auditor’s Certification for the Agreement.

**SECOND AMENDMENT TO THE AGREEMENT
FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD
PLACEMENT BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY
SERVICES AND OHIOMAS – THE NUTTER CENTER FOR EMPOWERING WOMEN**

This Second Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services (“DCDJFS”) and OhioMAS – The Nutter Center for Empowering Women (“Provider”) (“Second Amendment”) is entered into this August 24, 2026. This Second Amendment adds the Delaware County Family and Children First Council (hereinafter, “DCFCFC”) as a party when services are rendered by Provider pursuant to the terms of this Second Amendment. DCDJFS is the Administrative Agent for DCFCFC, and therefore they are related parties. DCDJFS and DCFCFC are collectively referred to as “Agency.”

Whereas, DCDJFS and Provider have entered an Agreement and a First Amendment for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 07/01/2026 through 06/30/2027 (“Agreement”); and,

Whereas, Article XV of the Agreement allows the Parties to amend the Agreement via a written amendment signed by both parties; and,

Whereas, on occasion the Agency identifies children who require placement with a provider but who are not in Agency custody. There is alternative funding through DCFCFC to pay for services under these circumstances; and,

Whereas, DCDJFS and Provider desire and hereby amend the Agreement to include additional terms and conditions for the purpose of including DCFCFC as a party to the Agreement and First Amendment. This will allow Provider to render services to Agency clients that are not in Agency custody with payment for the services made through DCFCFC’s funding sources; and,

Whereas, this Second Amendment is intended to define the responsibilities of the Parties under this alternative placement arrangement.

Now Therefore, the Parties agree to amend the Agreement as follows:

Section 1 – Changes in Terms and Conditions

The terms and conditions of the Agreement and First Amendment shall apply equally to this Second Amendment, except for the following terms which apply only for services under this Second Amendment:

Agreement

Article VI, Section D. – this section does not apply to services provided pursuant to this Second Amendment.

Article VIII – The words “Schedule C” shall be substituted in all instances where “Schedule A” appears in Article VIII.

Article XVI – For services provided pursuant to this Second Amendment, Notice shall be sent to Agency at the following address:

Delaware County Family and Children First Council
145 N Union St
Delaware, OH 43015

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Notice shall also be sent to the legal guardian/custodian of the child at the address given to Provider by the Agency.

First Amendment

Section 1(B) – The words “Children’s Services Assistant Director” shall be replaced with “Family & Children First Council Coordinator.”

Section 1(H) – The words “Mr. Jeffrey Sell, Protective Services Administrator whose email address is jeffrey.sell2@jfs.ohio.gov” shall be replaced with:

“Ms. Rachel Layne, Family & Children First Council Coordinator whose email address is rachel.layne@jfs.ohio.gov.”

Section 1(H) – The following words are removed from the Agreement for purposes of this Second Amendment only:

“Provider and Agency shall ensure service levels and per diem rates specified in an Individual Child Care Agreement (ICCA) are incorporated into the contract. In the event of a conflict between the per diem rate represented in an ICCA and the rates mutually agreed upon in the contract, rates in the contract shall prevail. In the event that an ICCA specifies a service level that is not yet included in the per diem rate schedule in the contract, Provider shall not provide the services for or bill the Agency for the services until the service level and related per diem rate has been incorporated into the contract through a contract amendment.”

Section 2(A)(3) - The words “Schedule C” shall be substituted in all instances where “Schedule A” appears.

Section 2 – Supplemental Terms and Conditions

The following terms and conditions shall be added to and supplement the terms of this Second Amendment, and shall apply only to services provided under this Second Amendment:

- A. Throughout Agreement and First Amendment– In all instances where the Provider is required to give a report or notice to the Agency, the Provider must also give the same notice or report to the guardian/custodian of the child. Agency shall provide Provider with the contact information of the guardian/custodian.
- B. Custody of Child. At all times while services are rendered under this Second Amendment, the child will remain in the custody of his or her legal guardian/custodian. In all instances where Provider must obtain consent for care or course of action, such consent must be obtained from the child’s legal guardian/custodian, with follow-up notice given to Agency.
- C. Funding – Multiple System Youth
- D. Auditor’s Certification. The Auditor’s Certification attached to this Second Amendment shall apply only to the Second Amendment.

Schedule A Rate Information
Per Diem Rates
July 1, 2026 – June 30, 2027
OhioMAS – The Nutter Center for Empowering Women

Service Description	Service ID	Maintenance Per Diem	Administration Per Diem	Total Per Diem	Begin Date	End Date
Children’s Residential Center	7698666	\$489.00	\$101.00	\$590.00	7/1/2026	6/30/2027

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
Name: The Bair Foundation Address: 665 E Dublin Granville Rd 290 Columbus, Ohio 43229 This Agreement in effect from 07/01/2026 through 06/30/2027	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)

FIRST AMENDMENT TO THE AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS
FOR THE PROVISION OF CHILD PLACEMENT BETWEEN DELAWARE COUNTY
DEPARTMENT OF JOB AND FAMILY SERVICES AND THE BAIR FOUNDATION

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This First Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services (“Agency”) and The Bair Foundation (“Provider”) (“First Amendment”) is entered into this August 24, 2026.

Whereas, Agency and Provider have entered an Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 07/01/2026 through 06/30/2027 (“Agreement”); and

Whereas, Article XV of the Agreement allows the Parties to amend the Agreement via a written amendment signed by both parties; and,

Whereas, Agency and Provider desire and have agreed to amend the Agreement to include the additional terms and conditions set forth herein.

Now Therefore, the Parties agree to amend the Agreement as follows:

Section 1 – Supplemental Terms and Conditions

The following terms and conditions shall be added to and supplement the indicated sections of the Agreement:

- A. Article II. This agreement shall have an initial service period of 07/01/2026 through 06/30/2027.

By mutual consent, the Agency and Provider may determine that an extension of this contract is in the best interest of all Parties. Therefore, by mutual agreement of the Parties, the contract may be extended for two (2) additional consecutive years in one (1) year period increments. There shall be no increase in transaction costs nor a decrease in services, and all other terms of this contract remain unchanged, unless amended by a separate written amendment signed by all Parties.

Extension is contingent upon the availability of funds, the terms of the grant agreement between the Agency, the state of Ohio and/or the federal government, as well as satisfactory performance by the Provider, and is subject to approval by the Agency, with renegotiation to be initiated by the Agency before the expiration of the existing service period.

- B. Article V.A. Residential facilities that accept children for placement are to comply with the requirements of Rule 5101: 2-9-42 Qualified Residential Treatment Program (QRTP). Residential facilities must implement a trauma informed approach to maintain IV-E reimbursement.
- C. Article V.F. Provider agrees to submit a monthly progress report as negotiated by the parties to the Children Services Assistant Director for each child no later than the twentieth (20th) day of each month. The progress report will be based on the child’s Individual Child Care Agreement and case plan and should include documentation of services provided to the child (visits to the child, counseling outcome(s), etc.). Failure to submit the progress reports may result in a delay of payment until such time as the Provider comes into compliance.
- D. Article V.G., H. and I. Notification as required by these sections shall be made to the Agency’s 24/7 emergency number. The emergency number is 740-833-2340.
- E. Article V.J. Provider also agrees to notify the Agency when and if the following safety condition exists: - The child’s medication has changed.
- F. New Article V. AB. Provider agrees to transfer copies of the child’s records to the Agency within forty-eight (48) hours of the request, excluding weekends and holidays. Copies of the records are to be submitted electronically via email as an attachment, scanned pdf file(s), or via facsimile (fax).
- G. New Article V. AC. Provider agrees to provide transportation for the child to subsequent placements including those outside the Provider network. Transportation shall be limited to within the State of Ohio.
- H. Article VIII. A. There shall be no pre-defined maximum amount payable pursuant to this contract. PROVIDER agrees to accept as full payment for Services rendered in a manner satisfactory to the Agency the amount of actual expenditures made by PROVIDER for purposes of providing the Services.
- I. New Article VIII. J. Per diem rates shall remain unchanged during the initial service period defined in Article II, Term of Agreement. Upon completion of the initial service period, Provider may update per diem rates through a mutually agreed upon contract amendment not more than once annually during each one (1) year service period extension. Provider agrees to provide written notification to the Agency of requested per diem rate changes. Written notification shall be sent electronically via email to the attention of Mr. Jeffrey Sell, Protective Services Administrator whose email address is jeffrey.sell2@jfs.ohio.gov and Ms. Jenifer Wattenschaidt, Business Administrator, whose email address is Jenifer.wattenschaidt@jfs.ohio.gov. Written notification shall contain the total per diem rate and the per diem rate components (Maintenance, Administration, Transportation, Other, etc.). Per diem rate changes shall take effect the first calendar day of the month after the per diem rate change has been formally approved by the Provider and Agency in a contract amendment. Provider and

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Agency shall ensure service levels and per diem rates specified in an Individual Child Care Agreement (ICCA) are incorporated into the contract. In the event of a conflict between the per diem rate represented in an ICCA and the rates mutually agreed upon in the contract, rates in the contract shall prevail. In the event that an ICCA specifies a service level that is not yet included in the per diem rate schedule in the contract, Provider shall not provide the services for or bill the Agency for the services until the service level and related per diem rate has been incorporated into the contract through a contract amendment. Provider shall submit monthly invoices to the following email inbox: Delaware-invoices@jfs.ohio.gov.

J. Article XII.D. Independent Contractor Acknowledgement/No Contribution to OPERS
Agency, Board, and Delaware County, Ohio (for purposes of this section collectively “County”) are public employers as defined in R.C. § 145.01(D). The County has classified the Provider as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System (“OPERS”) for or on behalf of Provider and/or any of its officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Agreement. Provider acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. If Provider is an individual or has less than five (5) employees, Provider, in support of being so

informed and pursuant to R.C. § 145.038, agrees to and shall complete and shall have each of its employees complete an OPERS Independent Contractor/Worker Acknowledgement Form (“OPERS Form”). The OPERS Form is attached to this First Amendment as Exhibit 1. The Agency shall retain the completed OPERS Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

If Provider has five (5) or more employees, Provider, by signature of its authorized representative below, hereby certifies such fact in lieu of completing the OPERS Form:

Signature	Date
Printed Name	
Title	

- K. Article XX.D. In lieu of the coverage amount indicated in the Agreement, Provider agrees to procure and maintain Umbrella and Excess liability insurance coverage of at least Two Million Dollars (\$2,000,000.00) per occurrence and in the aggregate above the commercial general and business auto primary policies.
- L. Article XX.F. The Delaware County Board of Commissioners (Board”) shall be listed as the Certificate Holder.

Section 2 - Miscellaneous

- A. Exhibits to Agreement.
- Exhibit 1 – Scope of Work. This exhibit is referenced throughout the Agreement. It does not exist.
 - Exhibits II and III. The Agreement was not competitively bid. These exhibits do not exist.
 - Exhibit IV – Rate Schedule. This is exhibit is also referenced as “Schedule A.” It is attached to the Agreement labeled “Title IV-E Schedule A Rate Information.”
- B. Attachments to First Amendment. The following are attached to this First Amendment and by this reference are incorporated into this First Amendment:
- OPERS Independent Contractor/Worker Acknowledgement.
- C. Conflicts. In the event of a conflict between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall prevail.
- D. Other Terms and Conditions Unchanged. All terms and conditions of the Agreement not changed by this First Amendment remain the same, unchanged, and in full force and effect.
- E. Signatures.
- Unless otherwise stated and unless the Agreement is otherwise signed by the Board or, where authorized, the Delaware County Administrator (“Administrator”) on behalf of the Board, the signatures of the Board or Administrator below shall be approval of both the Agreement and this First Amendment.
 - Any person executing this First Amendment in a representative capacity hereby warrants that he/she has authority to sign this First Amendment or has been duly authorized by his/her principal to execute this First Amendment on such principal’s behalf and is authorized to bind such principal.
- F. Auditor’s Certification. The Auditor’s Certification attached to this First Amendment shall serve as the Auditor’s Certification for the Agreement.

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**SECOND AMENDMENT TO THE AGREEMENT
FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD
PLACEMENT BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY
SERVICES AND THE BAIR FOUNDATION.**

This Second Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services (“DCDJFS”) and The Bair Foundation (“Provider”) (“Second Amendment”) is entered into this August 24, 2026. This Second Amendment adds the Delaware County Family and Children First Council (hereinafter, “DCFCFC”) as a party when services are rendered by Provider pursuant to the terms of this Second Amendment. DCDJFS is the Administrative Agent for DCFCFC, and therefore they are related parties. DCDJFS and DCFCFC are collectively referred to as “Agency.”

Whereas, DCDJFS and Provider have entered an Agreement and a First Amendment for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 07/01/2026 through 06/30/2027 (“Agreement”); and,

Whereas, Article XV of the Agreement allows the Parties to amend the Agreement via a written amendment signed by both parties; and,

Whereas, on occasion the Agency identifies children who require placement with a provider but who are not in Agency custody. There is alternative funding through DCFCFC to pay for services under these circumstances; and,

Whereas, DCDJFS and Provider desire and hereby amend the Agreement to include additional terms and conditions for the purpose of including DCFCFC as a party to the Agreement and First Amendment. This will allow Provider to render services to Agency clients that are not in Agency custody with payment for the services made through DCFCFC’s funding sources; and,

Whereas, this Second Amendment is intended to define the responsibilities of the Parties under this alternative placement arrangement.

Now Therefore, the Parties agree to amend the Agreement as follows:

Section 1 – Changes in Terms and Conditions

The terms and conditions of the Agreement and First Amendment shall apply equally to this Second Amendment, except for the following terms which apply only for services under this Second Amendment:

Agreement

Article VI, Section D. – this section does not apply to services provided pursuant to this Second Amendment.

Article VIII – The words “Schedule C” shall be substituted in all instances where “Schedule A” appears in Article VIII.

Article XVI – For services provided pursuant to this Second Amendment, Notice shall be sent to Agency at the following address:

Delaware County Family and Children First Council
145 N Union St
Delaware, OH 43015

Notice shall also be sent to the legal guardian/custodian of the child at the address given to Provider by the Agency.

First Amendment

Section 1(B) – The words “Children’s Services Assistant Director” shall be replaced with “Family & Children First Council Coordinator.”

Section 1(H) – The words “Mr. Jeffrey Sell, Protective Services Administrator whose email address is jeffrey.sell2@jfs.ohio.gov” shall be replaced with:

“Ms. Rachel Layne, Family & Children First Council Coordinator whose email address is rachel.layne@jfs.ohio.gov.”

Section 1(H) – The following words are removed from the Agreement for purposes of this Second Amendment only:

“Provider and Agency shall ensure service levels and per diem rates specified in an Individual Child Care Agreement (ICCA) are incorporated into the contract. In the event of a conflict

To

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77361610-5801	70161603-4601	\$616.96
Family Centered Svs & Support/Transfers	FCFC General/Interfund Revenue	
77361612-5801	70161603-4601	\$10,499.84
Flexible Funding Pool/Transfers	FCFC General/Interfund Revenue	

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

13
RESOLUTION NO. 26-609

IN THE MATTER OF AMENDING, BY SUBSTITUTION, RESOLUTION NO. 26-232, APPROVING THE DRAINAGE MAINTENANCE PETITION AND DITCH MAINTENANCE ASSESSMENTS FOR BLUFFS AT ALUM CREEK:

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

WHEREAS, on April 6, 2026, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No. 26-232, approving a Ditch Maintenance Petition and ditch maintenance assessments for Bluffs at Alum Creek (the “Petition”); and

WHEREAS, Resolution No. 26-232 erroneously combined the improvements for Bluffs at Alum Creek into the Delaware County Subdivision Maintenance District; and

WHEREAS, the Petition sets forth the drainage improvements that have been or will be constructed within Bluffs at Alum Creek, 37.6 acres in Berlin Township; and

WHEREAS, the petitioners have requested that the drainage improvements be accepted into the Delaware County Drainage Maintenance Program and that an annual maintenance assessment be collected with the real estate taxes for the improvements in the subject lot to cover the cost of current and future maintenance of the improvements; and

WHEREAS, the petitioners represent 100% of the property owners to be assessed for maintenance related to this drainage improvement and have waived their rights to a public viewing and hearing; and

WHEREAS, based on a review of the Petition and all accompanying documents, the Board has determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program;

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

Section 1. The Board hereby amends Resolution No. 26-232, by substitution, and this Resolution shall relate back to the original date of approval.

Section 2. The Board hereby grants the Petition, the Board having found and determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

Section 3. The Board hereby approves the maintenance assessments, in accordance with the Petition, as follows:

The cost of the drainage improvements is \$159,162.96 and a detailed cost estimate is attached. The drainage improvements are being constructed for the benefit of the condominium units being created in this development. The developed condominium area of 106 units will receive benefits (cost) of the project on as a per acre basis. The basis for calculating the assessment for each condominium unit is therefore, \$1,501.54 per unit. An annual maintenance fee equal to 2% of this basis (\$30.03) will be collected for each developed condominium unit. We (I) understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year’s assessment for all of the units in the amount of \$3,183.18 has been paid to Delaware County.

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

14
RESOLUTION NO. 26-610

IN THE MATTER OF AMENDING, BY SUBSTITUTION, RESOLUTION NO. 26-203, APPROVING THE DRAINAGE MAINTENANCE PETITION AND DITCH MAINTENANCE ASSESSMENT FOR LEWIS CENTER STORAGE:

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

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WHEREAS, on March 23, 2026, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No. 26-203, approving a Ditch Maintenance Petition and ditch maintenance assessments for Lewis Center Storage (the “Petition”); and

WHEREAS, Resolution No. 26-203 erroneously combined the improvements for Lewis Center Storage into the Delaware County Subdivision Maintenance District; and

WHEREAS, the Petition sets forth the drainage improvements that have been or will be constructed within Lewis Center Storage, 8.797 acres in Orange Township; and

WHEREAS, the petitioners have requested that the drainage improvements be accepted into the Delaware County Drainage Maintenance Program and that an annual maintenance assessment be collected with the real estate taxes for the improvements in the subject lot to cover the cost of current and future maintenance of the improvements; and

WHEREAS, the petitioners represent 100% of the property owners to be assessed for maintenance related to this drainage improvement and have waived their rights to a public viewing and hearing; and

WHEREAS, based on a review of the Petition and all accompanying documents, the Board has determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program;

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

Section 1. The Board hereby amends Resolution No. 26-203, by substitution, and this Resolution shall relate back to the original date of approval.

Section 2. The Board hereby grants the Petition, the Board having found and determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

Section 3. The Board hereby approves the maintenance assessments, in accordance with the Petition, as follows:

The cost of the drainage improvements is \$ 16,598.81 and a detailed cost estimate is attached. The drainage improvements are being constructed for the benefit of the lot(s) being created in the subject site. The developed area of 8.797 acres will receive benefits (cost) of the project on a per acre basis. The basis for calculating the assessment for each lot is therefore, \$ 1,886.87 per acre. An annual maintenance fee equal to 2% of this basis (\$ 37.74) will be collected for each developed acre. We (I) understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year’s assessment for all of the lots in the amount of \$ 332.00 has been paid to Delaware County.

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

15
RESOLUTION NO. 26-611

IN THE MATTER OF APPROVING RIGHT-OF-WAY WORK PERMIT SUMMARY SHEET:

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

WHEREAS, the requests below to perform work within the right-of-way have been reviewed and approved by the Delaware County Engineer;

NOW, THEREFORE, BE IT RESOLVED that the following permits are hereby approved by the Board of Delaware County Commissioners:

PERMIT	APPLICANT	LOCATION	TYPE OF WORK
UT2026-0231	COLUMBIA GAS	PIMENTO & WIREGRASS	INSTALL GAS PIPE LINE
UT2026-0232	COLUMBIA GAS/	ROME CORNERS & DUSTIN	TEST HOLES
UT2026-0233	COLUMBUS FIBERNET	GREEN MEADOWS DR	CONDUIT/FIBER

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

16
RESOLUTION NO. 26-612

IN THE MATTER OF ACCEPTING IMPROVEMENTS WITHIN THE PROJECT KNOWN AS KROGER DRIVE HOME ROAD AND RELEASING CONSTRUCTION BOND:

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

WHEREAS, on July 7, 2025, the Delaware County Board of County Commissioners (the “Board”) entered into an Owner’s Agreement with The Kroger Co. (the “Owner”) for the project known as Kroger Drive Home Road (the “Improvements”); and

WHEREAS, the County Engineer has inspected the Improvements and finds them to be constructed in accordance with approved plans; and

WHEREAS, the County Engineer recommends the Board accept the Improvements in accordance with the Owner’s Agreement and release the bond being held as construction surety to the Owner;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio hereby accepts the Improvements made for Kroger Drive Home Road in accordance with the Owner’s Agreement and releases the bond being held as construction surety to the Owner.

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

17

ADMINISTRATOR REPORTS

- CA Davies-nothing to report
- Deputy Administrator Huston-nothing to report

18

COMMISSIONERS’ COMMITTEES REPORTS

- Commissioner Lewis-nothing to report
- Commissioner Merrell
 - Preservation Parks Event/New Barn
 - attended the COYC Board meeting last Thursday with Commissioner Benton
 - the CORSA loss control training is Tuesday
 - PIN 45 year anniversary event is Tuesday night
- Commissioner Benton
 - PIN 45 year anniversary event is Tuesday night
 - attended Farmland Board meeting/ agricultural easements
 - CCAO Tax meeting
 - CEBCO Friday meeting/lots of changes are on the way

There being no further business, the meeting adjourned.

Jeff Benton

Barb Lewis

Gary Merrell

Jennifer Walraven, Clerk to the Commissioners