

**COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 16, 2021**

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

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

1
RESOLUTION NO. 21-1226

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD DECEMBER 13, 2021:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on December 13, 2021; 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

-None

3
RESOLUTION NO. 21-1227

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1215 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR1215:

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1215, memo transfers in batch numbers MTAPR1215 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Line Account	Amount
R2105159	TRUCK COUNTRY OF INDIANA INC	INSURANCE PORTION OF TOTALED TRUCK REPLACEMENT	60111901 - 5370	39507.02

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

4
**GEORGE KAITSA, COUNTY AUDITOR
 RETIREMENT TRIBUTE FOR DEDRA HALL**

5
RESOLUTION NO. 21-1228

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Commissioners' Office is requesting that Commissioner Barb Lewis attend the NaCO Legislative Conference in Washington, D.C. from February 11-16, 2022 at the cost of \$2,220.68 (fund number 10011101).

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

6
RESOLUTION NO. 21-1229

IN THE MATTER OF ACCEPTING A DONATION MADE TO THE DEPARTMENT OF EMERGENCY COMMUNICATIONS:

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

WHEREAS, pursuant to section 9.20 of the Revised Code, the Board may receive by gift, devise, or bequest moneys, lands, or other properties, for their benefit or the benefit of those under their charge; and

WHEREAS, the Delaware County Department of Emergency Communications has received a donation in support of the First Responder Therapy Canine, Coco; and

WHEREAS, a gift was received from Ohio First Responder Grants in the amount of \$1,500; and

WHEREAS, the Delaware County Board of Commissioners wishes to formally accept this donation and offer thanks for the generous support;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners hereby accepts the donation for a total amount of \$1,500 and thanks Ohio First Responder Grants for their thoughtful generosity and commitment to Delaware County.

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

7
RESOLUTION NO. 21-1230

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATIONS FOR THE FACILITIES DEPARTMENT:

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

Transfer of Appropriations

From:	To:	
10011105-5101	10011105-5338	\$ 20,000.00
LAND & BUILDINGS/HEALTH INSURANCE	LAND & BUILDINGS/UTILITIES	

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

8
RESOLUTION NO. 21-1231

IN THE MATTER OF APPROVING A SERVICES AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND PARALLEL TECHNOLOGIES, INC., FOR MITEL SUPPORT AND SOFTWARE ASSURANCE:

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

WHEREAS, the Director of Facilities recommends approval of an agreement between the Delaware County Board of Commissioners and Parallel Technologies, Inc., for Mitel Support and Software Assurance;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners approves the following agreement with Parallel Technologies, Inc., for Mitel Support and Software Assurance:

SERVICES AGREEMENT
Mitel Support and Software Assurance

This Agreement is made and entered into on December, 16, 2021, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (the "County"), and Parallel Technologies, Inc., 4868 Blazer Parkway, Dublin, Ohio 43017 (the "Contractor"), (hereinafter individually referred to as a "Party" and collectively referred to as the "Parties").

1 SERVICES PROVIDED BY CONTRACTOR

1.1 The Contractor shall provide technical support, hardware replacement, software upgrades, and training services for the County's telephone system and related equipment (the "Services") in accordance with, and as further described in, the Contractor's Mitel Support & Software Assurance Agreement attached hereto as Exhibit A and, by this reference, fully incorporated herein.

1.2 The Contractor shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.

2 SUPERVISION OF SERVICES

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2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Director of Facilities (the "Director") as the agent of the County for this Agreement.

2.2 The Director shall have authority to review and order changes, commencement, suspension or termination of the Services performed under this Agreement.

3 AGREEMENT AND MODIFICATIONS

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

4 FEES AND REIMBURSABLE EXPENSES

4.1 Compensation for Services provided under this Agreement shall be in accordance with Exhibit A.

4.2 Total compensation under this Agreement shall not exceed Thirty-Eight Thousand Two Hundred Eighty-Three Dollars and Seventy-Six Cents (\$38,283.76) without subsequent modification in writing signed by both Parties.

4.3 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the Services as set forth in the Proposal.

5 NOTICES

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

6 PAYMENT

6.1 Compensation shall be paid promptly upon execution of this Agreement, in accordance with Exhibit A.

6.2 Upon the Director's request, the Contractor shall submit an invoice on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided.

7 TERM

7.1 The Contractor shall commence Services upon written direction from the Director, and the term of this Agreement shall be one (1) year

8 SUSPENSION OR TERMINATION OF AGREEMENT

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

9 INDEMNIFICATION

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

10 INSURANCE

10.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.

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

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- 10.3 Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 10.4 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 10.1 and 10.2. Contractor shall require all of its subcontractors to provide like endorsements.
- 10.5 Proof of Insurance: Prior to the commencement of any Services under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of Services under this Agreement.
- 11 MISCELLANEOUS TERMS AND CONDITIONS**
- 11.1 Prohibited Interests: Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 11.2 Independent Contractor: The Parties acknowledge and agree that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Contractor hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 11.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 11.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 11.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 11.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 11.7 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 11.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.
- 11.9 County Policies: The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Contractor shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing Services under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement

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for failure of the Contractor to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.

- 11.10 **Drug-Free Workplace:** The Contractor agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the Services being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 11.11 **Non-Discrimination/Equal Opportunity:** Contractor hereby certifies that, in the hiring of employees for the performance of Services under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the Services to which the Agreement relates.

Contractor further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of Services under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

Contractor certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.

Contractor certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

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

9

RESOLUTION NO. 21-1232

IN THE MATTER OF APPROVING THE SECOND AMENDMENT TO SOFTWARE MAINTENANCE AGREEMENT BETWEEN COURTVIEW JUSTICE SOLUTIONS, INC., D/B/A EQUIVANT, THE BOARD OF DELAWARE COUNTY COMMISSIONERS, AND THE DELAWARE COUNTY COMMON PLEAS COURT, JUVENILE DIVISION, FOR THE CASE MANAGEMENT SYSTEM USED BY THE DELAWARE COUNTY COMMON PLEAS COURT:

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

WHEREAS, the Judge of the Probate/Juvenile Division of the Delaware County Court of Common Pleas and staff recommend approval of the Second Amendment to the Software Maintenance Agreement between Courtview Justice Solutions, Inc., D/B/A equivant, the Board of Delaware County Commissioners, and the Delaware County Common Pleas Court, Juvenile Division, for the Case Management System;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Second Amendment to the Software Maintenance Agreement between Courtview Justice Solutions, Inc., D/B/A equivant, the Board of Delaware County Commissioners, and the Delaware County Common Pleas Court, Juvenile Division, for the Case Management System, as follows:

**SECOND AMENDMENT TO SOFTWARE MAINTENANCE AGREEMENT WITH
COURTVIEW JUSTICE SOLUTIONS, INC. d.b.a. EQUIVANT**

This Second Amendment to the Software Maintenance Agreement (“Second Amendment”) is entered into this November 5, 2021 by and between CourtViewJustice Solutions, Inc. d.b.a. equivant, with offices at 4825 Higbee Avenue NW, Suite 101, Canton, Ohio 44718 (“equivant”) and the Board of Delaware County Commissioners (“Board”), whose principal place of business is located at 91 North Sandusky Street, Delaware, Ohio 43015 on behalf of the Delaware County Common Pleas Court, Juvenile/Probate Division (“Court”), whose principal place of business is located at 145 North Union Street, Ground Floor, Delaware, Ohio 43015 (Individually “Party,” collectively “Parties”).

WHEREAS, the Parties entered into a Software Maintenance Agreement effective February 8, 2018 (hereinafter “Agreement”); and,

WHEREAS, the Agreement expired on December 31, 2020 and was renewed by First Amendment (“First Amendment”) until December 31, 2021; and,

WHEREAS, the Agreement may be renewed for additional one (1) year periods subject to the same terms and

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conditions as provided in the Agreement and upon any such terms and conditions as may be specifically agreed upon, added and/or amended in writing by the Parties; and,

WHEREAS, the Parties now desire to again renew and amend the Agreement.

NOW THEREFORE, the Parties agree to renew and amend the Agreement as follows:

- 1. RENEWAL.** Pursuant to Sec. 2 of the Agreement, the Agreement is renewed for one (1) year subject to the same terms and conditions as provided in the Agreement and First Amendment and those contained in this Second Amendment. Such renewal shall begin on January 1, 2022 and continue through December 31, 2022 (“Renewal Term”).
- 2. SCOPE OF SERVICES.** For the Renewal Term, equivant shall provide those services listed in the Agreement, First Amendment, and the Support and Maintenance Renewal Notice dated October 1, 2021, attached hereto as Exhibit A. Such services shall be provided at the costs stated in Exhibit A.
- 3. SECOND AMENDMENT MAXIMUM.**

The maximum amount payable pursuant to this Second Amendment is \$50,017.00.

- 4. COPY OF NOTICE ADDRESS.** The address in Sec. 30(f) of the Agreement where copies of notices to the Court should be sent is changed to the following:

Christopher D. Betts
Delaware County Prosecutor’s Office 145 N.
Union St., 3rd Floor Delaware, Ohio 43015
Cbetts@co.delaware.oh.us

- 5. FINDINGS FOR RECOVERY.** equivant, by signature of its authorized representative below, hereby certifies that it is not subject to any current unresolved findings for recovery pending or issued against it by the State of Ohio.

<u>Beckey Kelderhouse</u>	<u>11/05/2021</u>
Signature	Date
<u>General Manager</u>	
Title	

- 6. PERSONAL PROPERTY TAXES.** equivant, by signature of its authorized representative below, hereby certifies that it is not charged with delinquent personal property taxes on the general list of personal property in Delaware County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Delaware County, Ohio.

<u>Beckey Kelderhouse</u>	<u>11/05/2021</u>
Signature	Date
<u>General Manager</u>	
Title	

- 7. SIGNATURES.** Any person executing this Second Amendment in a representative capacity hereby warrants that he/she has authority to sign this Second Amendment or has been duly authorized by his/her principal to execute this Second Amendment on such principal’s behalf and is authorized to bind such principal.

- 8. CONFLICTS.** In the event of a conflict between the terms of the Agreement, First Amendment, and this Second Amendment, the terms of this Second Amendment shall prevail.

- 9. INCORPORATION OF EXHIBIT.** By this reference Exhibit A is incorporated in this Second Amendment.

- 10. OTHER TERMS OF AGREEMENT UNCHANGED.** All terms and conditions of the Agreement and First Amendment not changed by this Second Amendment remain the same, unchanged, and in full force and effect.

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the dates indicated below.

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EXHIBIT A

Support and Maintenance Renewal Notice

Karen Wadkins
Delaware County Juvenile/Probate
140 N. Sandusky Street
Delaware, OH 43015

Date: October 1, 2021
Client ID: DELAJPOH

Software Support and Maintenance Renewal Period:

January 1, 2022 through December 31, 2022

<u>Software</u>	<u>Licenses</u>	<u>Annual Amount</u>
CourtView Application Software Support & Maintenance	50	\$37,707.00
Banked CourtView Licenses	5	\$1,131.00
CourtView Dashboard Software Support & Maintenance	55	\$5,174.00
CourtView OH DPS eCitation Interface Support & Maintenance	1	\$6,005.00
Total Maintenance		<u>\$50,017.00</u>

Includes updates & enhancements, unlimited email & phone support for 12 months
equivant will issue an invoice within 60 days

Due to the COVID pandemic, equivant is modifying its renewal procedure for FY21. No increase in fees will be charged for the term outlined herein. This policy applies to one renewal term only; future maintenance fees will be processed per the active Support and Maintenance Agreement.

This maintenance renewal is pursuant to the current equivant Support Agreement and renews annually. Notification of termination is required pursuant to that agreement. CourtView software is proprietary property of CourtView Justice Solutions Inc. d/b/a equivant and protected by law. Another party cannot alter, modify, change, manipulate or provide maintenance for this product without infringing upon equivant's ownership rights. equivant is the sole source for software maintenance and services for its products.
CourtView Justice Solutions Inc. Federal TaxID # 46-0521050

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

10
RESOLUTION NO. 21-1233

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATION FOR THE JUVENILE COURT:

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

Transfer of Appropriation

From:	To:	
10026201-5001 Juvenile Court/Compensation	10026201-5260 Juvenile Court/Inventoried Tools & Equipment	70,650.00
10026201-5001 Juvenile Court/Compensation	10026201-5301 Juvenile Court/Contracted Professional Services	35,000.00
10026201-5001 Juvenile Court/Compensation	10026201-5320 Juvenile Court/Software Licenses & Computer Services	14,000.00

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

11
RESOLUTION NO. 21-1234

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATION FOR THE COMMON PLEAS COURT:

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

Transfer of Appropriation

From:	To:	
10025201-5360	10025201-5260	30,000.00

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Common Pleas General/Court Related Services		Common Pleas General/Inventoried Tools & Equip				
Vote on Motion	Mr. Merrell	Aye	Mrs. Lewis	Aye	Mr. Benton	Aye

12

RESOLUTION NO. 21-1235

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATION FOR THE DOMESTIC RELATIONS COURT:

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

Transfer of Appropriation

From:	To:	
10023201-5001 Domestic Relations/Compensation	10023201-5260 Domestic Relations/Inventoried Tools & Equip	40,000.00
10023201-5120 Domestic Relations/OPERS	10023201-5260 Domestic Relations/Inventoried Tools & Equip	3,550.00
10023201-5301 Domestic Relations/Contract Professional Services	10023201-5260 Domestic Relations/Inventoried Tools & Equip	13,500.00
10023201-5305 Domestic Relations/Training & Staff Development	10023201-5260 Domestic Relations/Inventoried Tools & Equip	1,500.00
10023201-5309 Domestic Relations/Travel Mileage Reimbursement	10023201-5260 Domestic Relations/Inventoried Tools & Equip	2,000.00
10023201-5310 Domestic Relations/Travel Nontaxable	10023201-5260 Domestic Relations/Inventoried Tools & Equip	1,000.00
10023201-5311 Domestic Relations/Taxable Travel Reimbursement	10023201-5260 Domestic Relations/Inventoried Tools & Equip	100.00
10023201-5312 Domestic Relations/Advertising & Legal Notices	10023201-5260 Domestic Relations/Inventoried Tools & Equip	200.00
10023201-5313 Domestic Relations/Printing & Related Services	10023201-5260 Domestic Relations/Inventoried Tools & Equip	1,500.00
10023201-5320 Domestic Relations/Software & Computer Services	10023201-5260 Domestic Relations/Inventoried Tools & Equip	9,500.00
10023201-5325 Domestic Relations/Maintenance Contracts	10023201-5260 Domestic Relations/Inventoried Tools & Equip	2,000.00
10023201-5328 Domestic Relations/Maintenance & Repair	10023201-5260 Domestic Relations/Inventoried Tools & Equip	1,500.00
10023201-5342 Domestic Relations/Medical & Health Services	10023201-5260 Domestic Relations/Inventoried Tools & Equip	900.00
10023201-5380 Domestic Relations/Other Services	10023201-5260 Domestic Relations/Inventoried Tools & Equip	250.00

Vote on Motion	Mr. Benton	Aye	Mr. Merrell	Aye	Mrs. Lewis	Aye
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13

RESOLUTION NO. 21-1236

IN THE MATTER OF APPROVING SCHEDULE-A TO THE LEXIS NEXIS RISK SOLUTIONS SUBSCRIPTION FOR THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES USE OF ACCURINT FOR GOVERNMENT SERVICES:

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

WHEREAS, the Director of Job & Family Services recommends approval of Schedule-A to the Lexis Nexis Risk Solutions Subscription for the Delaware County Department of Job and Family Services use of Accurint for Government Services;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves

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Schedule-A to the Lexis Nexis Risk Solutions Subscription for the Delaware County Department of Job and Family Services use of Accurint for Government Services;

BE IT FURTHER RESOLVED that the Delaware County Board of Commissioners authorizes the County Administrator to execute Schedule-A to the Lexis Nexis Risk Solutions Subscription for the Delaware County Department of Job and Family Services use of Accurint for Government Services.

(Copy of Schedule-A available for review at the Commissioners’ Office and the Delaware County Department of Job and Family Services until no longer of administrative value.)

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

14

RESOLUTION NO. 21-1237

IN THE MATTER OF APPOINTING A LOCAL GOVERNMENT REPRESENTATIVE TO THE SUNBURY MEADOWS COMMUNITY DEVELOPMENT AUTHORITY BOARD OF TRUSTEES:

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

WHEREAS, on August 10, 2006, the Delaware County Board of Commissioners (the “Board of Commissioners”) adopted Resolution No. 06-1017, establishing the Sunbury Meadows Community Development Authority, pursuant to Chapter 349 of the Revised Code; and

WHEREAS, as the organizational board of commissioners, the Board of Commissioners shall make appointments to the Community Development Authority Board of Trustees, pursuant to Resolution No. 06-1017 and section 349.04 of the Revised Code; and

WHEREAS, a vacancy exists for one seat for which the term has not expired; and

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

WHEREAS, the Board of Commissioners desires to approve an exception to the Policy in order to appoint a local government representative to the Board of Trustees of the Sunbury Meadows Community Development Authority;

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

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

Section 2. The Board of Commissioners hereby approves the following appointment to the Sunbury Meadows Community Development Authority Board of Trustees:

Position	Appointee	Term Ends
Local Government Representative	Julie Datko	August 9, 2022

Section 3. The appointment of Ms. Datko shall be effective immediately upon adoption of this Resolution.

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

15

RESOLUTION NO. 21-1238

IN THE MATTER OF APPOINTING A MEMBER TO THE DELAWARE COUNTY RURAL ZONING COMMISSION:

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

WHEREAS, the Delaware County Board of Commissioners (the “Board of Commissioners”) created the Delaware County Rural Zoning Commission (the “RZC”), pursuant to section 303.04 of the Revised Code; and

WHEREAS, as necessary, the Board of Commissioners shall make appointments to the RZC to fill vacancies in both unexpired and expired terms; and

WHEREAS, the terms for Hal Clase (RZC-1) and Brad Jolliff (RZC-Alt) will expire on December 31, 2021; and

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WHEREAS, Mr. Clase is not eligible for re-appointment, having moved out of the eligible territory, and Mr. Jolliff has expressed a desire to be appointed to the RZC-1 seat; and

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

WHEREAS, the Board of Commissioners desires to approve an exception to the Policy in order to appoint a member to the RZC;

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

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

Section 2. The Board of Commissioners hereby approves the appointment of the following member to the RZC and for the term specified herein:

Position	Appointee	Term Commences	Term Ends
RZC-1	Brad Jolliff	January 1, 2022	December 31, 2026

Section 3. The appointment approved in this Resolution shall take effect on January 1, 2022.

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

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ADMINISTRATOR REPORTS

Tracie Davies, County Administrator
-No reports.

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Benton

- Attended the DKMM meeting where the 2022 budget was approved. Recycling has been up this year.
- Attended the Van Gogh immersion exhibit in the Polaris area.
- The deadline for Counties to get their applications for the Brownfield funds approved in the July State legislation is February 28, 2022.

Commissioner Merrell

- Attended the DKMM meeting on Tuesday.
- Regional Planning meets tonight.

Commissioner Lewis

- The Gazette reported that the Delaware Area Career Center offers specialized training for local businesses. Contact Chad Williams at DACC for more information.

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RESOLUTION NO. 21-1239

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; FOR COLLECTIVE BARGAINING:

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

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

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

Section 1. The Board hereby adjourns into executive session for consideration of compensation of a public employee or public official; for collective bargaining.

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

RESOLUTION NO. 21-1240

**COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 16, 2021**

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners