

**COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD DECEMBER 2, 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. 21-1165**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD NOVEMBER 29<sup>th</sup>, 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 November 29, 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. 21-1166**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1201:**

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1201 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b>			
CINCINNATI CHILD (P2104134)	MEDICAL & HEALTH RELATED SERVICES	70161605-5342	\$12,685.92
<b>PR Number</b>	<b>Vendor Name</b>	<b>Line Description</b>	<b>Line Account</b> <b>Amount</b>
R2104965	WATERFORD SIGNS INC	PULSE POINT SIGNS & FLYERS - PRE-HOSPITAL CARE	10011102 - 5313              \$6,775.00
R2104972	TRIHEDRAL INC	VT SCADA SOFTWARE LICENSES FOR NORTHSTAR	66211900 - 5320              \$16,453.92

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

**4**  
**RESOLUTION NO. 21-1167**

**IN THE MATTER OF A STOCK REQUEST FROM POWELL 76 LLC (DBA IGUANAS FRESH MEXICAN GRILL & PATIO) AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:**

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

WHEREAS, the Ohio Division of Liquor Control has notified the Delaware County Board of Commissioners of a new stock request from Powell 76 LLC (DBA Iguanas Fresh Mexican Grill & Patio), located at 76 Powell Road, Lewis Center, OH 43035; and

WHEREAS, the Delaware County Board of Commissioners has found no reason to file an objection;

NOW, THEREFORE, BE IT RESOLVED that the Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

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

**5**  
**RESOLUTION NO. 21-1168**

**IN THE MATTER OF ESTABLISHING MEETING DAYS FOR THE BOARD OF COMMISSIONERS FOR YEAR 2022 OR UNTIL OTHERWISE CHANGED BY BOARD ADOPTION:**

It was moved by Mr. Benton, seconded by Mrs. Lewis that, in compliance with section 121.22 of the Revised Code, the following Resolution be adopted:

BE IT RESOLVED, that the Delaware County Board of Commissioners shall meet in regular session at 9:30AM on Monday and 9:30AM on Thursday of each week at their Office at 91 N. Sandusky Street, Delaware, Ohio 43015, except when Monday or Thursday is a full-day legal holiday, in which case, said Board of Commissioners shall not meet in a session.

All those wishing to come before the Board must provide the purpose of such and schedule a time with the Clerk of the Board by Noon on the Monday preceding the Monday session and on Thursday at Noon preceding the Thursday session.

BE IT FURTHER RESOLVED, that when the Board of Commissioners attends advertised required viewings of locations concerning petitions filed under the Ohio Revised Code (e.g., Ditch Petitions, Road Alterations, etc.), the Clerk to the Board or, in the absence of the Clerk to the Board, the Deputy Clerk to the Board, will, as field conditions allow, capture a record of its proceedings that may serve as the official record of the Board’s proceedings at the viewing.

BE IT FURTHER RESOLVED, that notification of all special meetings, except those requiring immediate emergency action of the Delaware County Board of Commissioners, shall be publicly noticed at least 24 hours in advance by notifying media and posting on the internet.

BE IT FURTHER RESOLVED, that special meetings may be called upon the direction of the President of the Board of Commissioners or by the request of any two members of the Board of Commissioners.

BE IT FURTHER RESOLVED, that the normal business hours/office hours for the Office of the Delaware County Board of Commissioners is Monday thru Friday 8:00a.m. to 4:30p.m., except on the following days the office will be closed: New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Little Brown Jug Day (office closes at noon), Veterans Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve Day (office closes at noon), Christmas Day, or the County Administrator has closed the office under the authority of Resolution No. 10-211.

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

**6**  
**RESOLUTION NO. 21-1169**

**IN THE MATTER OF ESTABLISHING A REASONABLE METHOD WHEREBY THE PUBLIC MAY DETERMINE THE TIME AND PLACE OF ALL REGULARLY SCHEDULED MEETINGS OF THE BOARD AND THE TIME, PLACE, AND PURPOSE OF ALL SPECIAL AND EMERGENCY MEETINGS OF THE BOARD:**

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

WHEREAS, pursuant to R.C. 121.22(F), the Board of County Commissioners, Delaware County, Ohio (“Board”) is required, by rule, to establish a reasonable method whereby any person may determine the time and place of all regularly scheduled meetings of the Board and the time, place, and purpose of all special meetings of the Board; and

WHEREAS, the Board also desires, consistent with R.C. 121.22(F), to establish a reasonable method whereby any person may determine the time, place, and purpose of all emergency meetings of the Board;

NOW, THEREFORE, BE IT RESOLVED:

Pursuant to R.C. 121.22(F), the Board establishes and provides notice of the following schedule for all regular meetings of the Board held in 2022 and sets the following rules for providing notice of all special and emergency meetings of the Board held in 2022:

1. All regularly scheduled meetings of the Board held in 2022 shall be held in accordance with the following schedule:

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Time: 9:30AM

Days/Dates: On Monday and on Thursday of each week except when Monday or Thursday is a full-day legal holiday, in which case, said Board of Commissioners shall not meet in a session.

Place: 91 N. Sandusky Street, Delaware, Ohio 43015  
2nd Floor Hearing Room

2. The Clerk shall immediately publish the above time, days/dates, and place of all regularly scheduled meetings one (1) time in the Delaware Gazette.
3. The Clerk shall also continually post the above time, days/dates, and place of all regularly scheduled meetings in at least one (1) prominent public location in the Board’s office and on the Board’s website.
4. Any person, upon request made to the Clerk, may obtain reasonable advance notification of all meetings at which any specific type of public business is to be discussed. Advance notification shall be provided in any reasonably requested manner to include, but not limited to, providing notice and the agenda by email sent to an email address provided by the requestor. The Clerk shall maintain a list of all persons requesting such notification.
5. The Clerk shall also maintain a list of news media requesting notification of meetings.
6. The Clerk shall provide notice of the time, place, and purpose of all special meetings of the Board as follows:
  - A. Provide at least twenty-four (24) hours' advance notice via email to the news media that have requested notification;
  - B. Where the purpose of the meeting is of a type for which a person has requested notification, provide advance notice to such requesting person in the manner requested;
  - C. Prominently post advance notice of the meeting in the Board’s office; and
  - D. If the Board specifically requests notice be published, publish notification as directed by the Board.
7. Any member or members of the Board calling an emergency meeting of the Board shall immediately provide notice of the time, place, and purpose of the emergency meeting as follows:
  - A. Provide notice via email to the news media that have requested notification;
  - B. Where the purpose of the meeting is of a type for which a person has requested notification, provide notice to such requesting person in the manner requested; and
  - C. Prominently post notice of the meeting in the Board’s office.
8. If a meeting is cancelled, the Clerk shall provide notice of the cancellation by prominently posting a notice of the cancellation in the Board’s office and on the Board’s website and by sending notice via email to the news media that have requested notification.
9. All formal actions of this Board concerning and relating to the passage of this Resolution were adopted in an open meeting of the Board, and all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including R.C. 121.22.
10. This Resolution shall be in full force and effect immediately upon adoption.

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

**7**  
**RESOLUTION NO. 21-1170**

**IN THE MATTER OF CANCELING THE COMMISSIONERS’ SESSIONS SCHEDULED FOR MONDAY JANUARY 3, 2022; THURSDAY JANUARY 6, 2022; AND MONDAY JANUARY 10, 2022:**

It was moved by Mr. Benton, seconded by Mrs. Lewis to cancel the Commissioners’ sessions scheduled for Monday January 3, 2022; Thursday January 6, 2022; and Monday January 10, 2022.

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

**8**  
**TIM WILSON, DELAWARE COUNTY CONVENTION & VISITORS BUREAU  
UPDATE REGARDING THE POLARIS CAMPAIGN**

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RESOLUTION NO. 21-1171

IN THE MATTER OF APPROVING A LEASE AMENDMENT FOR SECURE STORAGE FACILITIES:

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

WHEREAS, Delaware County is in need of secure storage facilities; and

WHEREAS, the Delaware County Sheriff and Staff recommend approval of the lease amendment for such facilities;

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

EIGHTH AMENDMENT FOR STORAGE UNIT LEASE IN DELAWARE, COUNTY, OHIO  
(Effective January 2022)

This Eighth Amendment of the Agreement for the leases of the storage units Effective January 1, 2022 through December 31, 2022 (hereinafter "AGREEMENT ") by the Sheriff's Office of Delaware County, Ohio (hereinafter "LESSEE") and Cole's Investment Properties LLC (hereinafter "LESSOR").

NOW THEREFORE, IN CONSIDERATION of the foregoing facts, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree that effective January 2022, Paragraph 5, and the second to last sentence in Paragraph 12 of the AGREEMENT shall be deleted and amended to state as follows:

5. "Upon default Lessor may at its option take all steps, excluding denying the Lessee access without a court order, permitted by law to pursue possession of the premises and obtain all funds due hereunder."

12. "The Lessor acknowledges that all keys have been delivered to the possession of the Lessee. Further, Lessor agrees not to enter the leased units except with an agent and / or employee present. Upon the request to enter being made by the Lessor, the Lessee shall forthwith arrange for an agent and / or employee to accompany lessor to enter".

Paragraph 12 shall not be interpreted to be an improper contractual indemnity in favor of Lessor.

Except for the provisions amended by this document, all other provisions of the AGREEMENT shall remain in full force and effect and unchanged.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed in their names or their official acts by their respective representatives, each of whom is duly authorized to execute the same.

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

10

RESOLUTION NO. 21-1172

IN THE MATTER OF APPROVING AGREEMENTS BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND BOUND TREE FOR INVENTORY MANAGEMENT LICENSES FOR EMERGENCY MEDICAL SERVICES:

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

WHEREAS, the Delaware County Director of Emergency Medical Services recommends approval of an Operative IQ Licensing Agreement and a Customer Rebate Agreement between the Delaware County Board of Commissioners and Bound Tree for inventory management licenses for Emergency Medical Services;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners hereby approves an Operative IQ Licensing Agreement and a Customer Rebate Agreement between the Delaware County Board of Commissioners and Bound Tree for inventory management licenses for Emergency Medical Services, as follows:

Bound Tree  
Operative IQ Licensing Agreement

Customer

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Name: Delaware County EMS  
Address :10 Court St  
Delaware, OH 43015  
Attention: Email:

Company  
Bound Tree Medical, LLC  
5000 Tuttle Crossing Blvd. Dublin, OH 43016  
Attention : Alisha Enrico  
E-mail: Alisha.Enrico@sarnova .com

This Licensing Agreement (the "Agreement") is hereby entered this 2<sup>nd</sup> day of December, 2021 (the "Effective Date") by and between Company and Customer (referred to herein as the "Parties" or "Party").

1. **Scope.** The terms and conditions below represent the terms and conditions under which Company will grant a license to Customer for the Operative IQ Mobile Inventory Management System for Emergency Medical Services (the "Software").
2. **Term.** The term of this Agreement shall become effective as of the Effective Date and shall remain in full force and effective for 3 year(s) after the Effective Date unless otherwise terminated in accordance with the provisions set forth herein.
3. **Grant of Non-Exclusive License.** Subject to the terms and conditions of this Agreement, Company hereby grants to Customer a non-exclusive irrevocable license to the Software during the Term (the "License").
4. **Licensing Fee.** The fee for each License shall be as specified on Exhibit A, per Contract Year, payable as of the respective Contract Year. For this purpose a "Contract Year" is the twelve (12) consecutive month period beginning on the Effective Date, and each succeeding Twelve (12) month consecutive 12 month period during the Term. If this Agreement ends prior to the end of a Contract Year, the annual License fee will be pro-rated to reflect the number of months in the final Contract Year. The number of Licenses issued under this Agreement is as specified in Exhibit A.
5. **Software Accessories.** Customer may purchase Software Accessories needed to operate the software at the prices specified on Exhibit A and shall be payable at the time of purchase.
6. **Set Up and Training.** Set up of the Software shall be performed by the software developer at the price specified on Exhibit A.
7. **Warranties.** The Software and Software Accessories carry only those warranties made for them by their manufacturers. The duration of the warranty shall extend for the length of time set by the manufacturer. THERE ARE NO OTHER EXPRESSED OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
8. **Limitation of Liability.** COMPANY SHALL NOT BE LIABLE FOR PUNITIVE, SPECIAL, PROXIMATE, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES. IN NO EVENT WILL COMPANY BE LIABLE FOR ANY DAMAGES OR NONCONFORMITY OF THE SOFTWARE AND SOFTWARE ACCESSORIES.
9. **Force Majeure.** In the event that either Party is prevented from performing or is unable to perform any of its obligations under this Agreement (other than payment of amounts due hereunder) due to any Act of God, fire, casualty, flood, war, strike, lockout, epidemic, destruction of facilities, riot, insurrection, or any other cause beyond the reasonable control of the Party invoking this Section, such party's performance shall be excused and the time for the performance shall be extended for the period of the delay or inability to perform due to such occurrences.
10. **Confidentiality.** Neither Party may disclose the terms and conditions of this Agreement to a third party without the prior written consent of the other, except as required by law or as necessary to perform its obligations under this Agreement. Notwithstanding the foregoing, Company may use certain Customer information as input data in a database where Customer's identity shall be kept anonymous. Neither party will make any press release nor other public announcement regarding this Agreement without the other party's prior written consent except as required under applicable law or by any governmental agency.
11. **Termination.** Each Party reserves the right to terminate the Agreement if: (a) the other Party ceases to function as a going concern in the normal course of business; (b) the other Party commits or suffers any act of bankruptcy or insolvency; (c) upon notice of termination after notice of a material breach has been given and such breach is not cured within thirty (30) days following the notice of breach. Company may terminate this agreement at any time upon written notice to the Customer.
12. **Relationship of Parties.** Each Party is an independent contractor of the other. Neither Party shall be the legal agent of the other for any purpose whatsoever and therefore has no right or authority to make or underwrite any promise, warranty, or representation, to execute any Agreement, or otherwise to assume any obligation or responsibility in the name of or on behalf of the other party, except to the extent specifically authorized in writing by the other Party.
13. **Assignment.** This Agreement and the rights and obligations hereunder shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns; provided that no Assignment, sale or other assignment of this Agreement can occur unless either (a) the transfer occurs by way of merger, reorganization, consolidation, amalgamation, or as part of a transfer of all or substantially all of the assigning party's assets, or (b) then non-transferring Party consents to the transfer. In the event of such a transfer, the transferring Party agrees to secure consent from the transferee that it will assume and perform all obligations of the transferring Party under this Agreement. Supplier or Company shall give the other written notice of any anticipated assignment of the Agreement as soon as administratively practicable after such information may first be made public.

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14. **Notices.** All notices or other communications that are required or permitted hereunder shall be in writing and delivered personally, sent by facsimile (and such facsimile must be promptly confirmed by personal delivery, registered or certified mail or overnight courier as provided herein), sent by nationally-recognized overnight courier or sent by registered or certified mail, postage prepaid, return receipt requested, to the addresses first specified hereinabove, or to such other address as the Party to whom notice is to be given may have furnished to the other Party in writing in accordance herewith, to the attention of the Chief Executive Officer. In addition, a copy of any notice to Company must be sent to General Counsel, Bound Tree Medical, LLC, 5000 Tuttle Crossing Blvd., Dublin, OH 43016 (such copy shall not constitute legal notice).
15. **Headings.** The headings of this Agreement are for convenience only and shall not affect the meaning of the terms of this Agreement.
16. **Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction. Each party irrevocably agrees that any legal action, suit or proceeding brought by it in any way arising out of this Agreement must be brought solely and exclusively in, and will be subject to the service of process and other applicable procedural rules of, the state or federal courts in Columbus, Ohio.
17. **Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of either Party under this Agreement will not be materially and adversely affected thereby such provision shall be fully severable and the remaining provisions of this Agreement shall remain in full force and effect to the fullest extent permitted by applicable law, each Party hereby waives any provision of law that would render any provision prohibited or unenforceable in any respect.
18. **Waiver of Jury Trial.** CUSTOMER AGREES TO WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN THE RESOLUTION OF THE DISPUTE OR CLAIM, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN ANY OF THE PARTIES OR ANY OF THEIR RESPECTIVE AFFILIATES ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO THIS AGREEMENT.
19. **Miscellaneous.** Both Parties shall comply with all laws, rules, and regulations applicable to this Agreement. All purchases under this Agreement are for Customer's "own use" as such term is defined in judicial or legislative interpretation. This Agreement is the entire agreement between the parties with regard to the subject matter of this Agreement. No amendment of the terms of this Agreement will be binding on either party unless reduced to writing and signed by an authorized employee of the party to be bound.
20. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**EXHIBIT A**

**Customer Name: Delaware County EMS  
BTM Customer Number: 101347  
BTM Account Manager: Sean Kummer  
Number of Inventory Management Licenses: 27  
Number of Fleet Management Licenses: 27  
Rebate Period: 3 Years**

<b>Bound Tree Pricing Summary</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>TOTAL</b>
Inventory & Asset Management Licenses	\$9,720	\$9,720	\$9,720	\$29,160
Fleet Management Licenses	\$3,240	\$3,240	\$3,240	\$9,720
<b>Total Fees Before Rebate</b>	<b>\$12,960</b>	<b>\$12,960</b>	<b>\$12,960</b>	<b>\$38,880</b>

\*To the extent any item is provided at no charge, it is deemed to be provided at a discount on the full price of such item. These discounts are governed by the terms of a separate rebate agreement between the Parties. The parties acknowledge that the rebate provided under the terms of this Agreement constitutes a "discounts or other reductions in price" under section 1128 B(b)(3)(A) of the Social Security Act 42 U.S.C. 1320a-7b(b)(3)(A). Accordingly, Customer shall disclose the discount to any state or federal program that provides cost or charge-based reimbursement to the extent required by law.

**Bound Tree  
Customer Rebate Agreement**

Customer  
Name: Delaware County EMS  
Address :10 Court St  
Delaware, OH 43015  
Attention: Email:

Company  
Bound Tree Medical, LLC  
5000 Tuttle Crossing Blvd. Dublin, OH 43016  
Attention : Alisha Enrico  
E-mail: Alisha.Enrico@sarnova.com

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This Rebate Agreement (the "Agreement") is hereby entered this 2<sup>nd</sup> day of December, 2021 (the "Effective Date") by and between Customer and Company (referred to herein as the "Parties" or "Party").

1. **Scope.** The terms and conditions below represent the terms and conditions under which Company will pay a rebate to Customer. The terms and conditions of any supply or similar contract executed, between the Parties shall apply to and govern this Agreement, to the extent the terms of that agreement do not conflict with the terms set forth herein. This Agreement shall include Exhibit A hereto, which is incorporated herein by reference.
2. **Eligibility for Rebate.** If the volume of products purchased by Customer from Company during the period of time set forth in Exhibit A (the "Rebate Period") satisfies or exceeds the minimum purchase targets specified in Exhibit A, Customer shall be eligible for a rebate in the amount specified in Exhibit A.
3. **Payment of Rebate.** The rebate is payable (as soon as practicable after the close of the Rebate Period) by credit memo upon calculation and approval of the rebate by Company.
4. **Compliance with Safe Harbor Requirements.** The Parties acknowledge that the rebate provided under the terms of this Agreement constitutes a "discounts or other reductions in price" under section 1128 B(b)(3)(A) of the Social Security Act 42 U.S.C. 1320a-7b(b)(3)(A). Accordingly, Customer shall disclose the discount to any state or federal program that provides cost or charge-based reimbursement to the extent required by law.
5. **Term.** This Agreement shall commence on the Effective Date and continue for a period of three years unless otherwise terminated in accordance with the provisions set forth herein.
6. **Confidentiality.** Neither Party may disclose the terms and conditions of this Agreement to a third Party without the prior written consent of the other, except as required by law or as necessary to perform its obligations under this Agreement. Notwithstanding the foregoing, Company may use certain Customer information as input data in a database where Customer's identity shall be kept anonymous.
7. **Warranties.** THERE ARE NO OTHER EXPRESSED OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING PRODUCTS PURCHASED FROM COMPANY AND/OR THE REBATE.
8. **Limitation of Liability.** COMPANY SHALL NOT BE LIABLE FOR PUNITIVE, SPECIAL, PROXIMATE, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES.
9. **Force Majeure.** In the event that either Party is prevented from performing or is unable to perform any of its obligations under this Agreement (other than payment of amounts due hereunder) due to any Act of God, fire, casualty, flood, war, strike, lockout, epidemic, destruction of facilities, riot, insurrection, or any other cause beyond the reasonable control of the Party invoking this Section, such party's performance shall be excused and the time for the performance shall be extended for the period of the delay or inability to perform due to such occurrences.
10. **Termination.** Each Party reserves the right to terminate the Agreement if: (a) the other Party ceases to function as a going concern in the normal course of business; (b) the other Party commits or suffers any act of bankruptcy or insolvency; (c) upon notice of termination after notice of a material breach has been given and such breach is not cured within thirty (30) days following the notice of breach. Company may terminate this agreement at any time upon written notice to the Customer.
11. **Assignment.** This Agreement and the rights and obligations hereunder shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns; provided that no Assignment, sale or other assignment of this Agreement can occur unless either (a) the transfer occurs by way of merger, reorganization, consolidation, amalgamation, or as part of a transfer of all or substantially all of the assigning party's assets, or (b) then non-transferring Party consents to the transfer. In the event of such a transfer, the transferring Party agrees to secure consent from the transferee that it will assume and perform all obligations of the transferring Party under this Agreement. Supplier or Company shall give the other written notice of any anticipated assignment of the Agreement as soon as administratively practicable after such information may first be made public.
12. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction. Each party irrevocably agrees that any legal action, suit or proceeding brought by it in any way arising out of this Agreement must be brought solely and exclusively in, and will be subject to the service of process and other applicable procedural rules of, the state or federal courts in Columbus, Ohio.
13. **Waiver of Jury Trial.** CUSTOMER AGREES TO WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN THE RESOLUTION OF THE DISPUTE OR CLAIM, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN ANY OF THE PARTIES OR ANY OF THEIR RESPECTIVE AFFILIATES ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO THIS AGREEMENT.
14. **Miscellaneous.** Both Parties shall comply with all laws, rules, and regulations applicable to this Agreement. All purchases under this Agreement are for Customer's "own use" as such term is defined in judicial or legislative interpretation. This Agreement is the entire agreement between the parties with regard to the subject matter of this Agreement. No amendment of the terms of this Agreement will be binding on either party unless reduced to writing and signed by an authorized employee of the party to be bound.
15. **Counterparts.** Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**EXHIBIT A**

Customer



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Name: Delaware County EMS  
Address :10 Court St  
Delaware, OH 43015  
Attention: Email:

Company  
Bound Tree Medical, LLC  
5000 Tuttle Crossing Blvd. Dublin, OH 43016  
Attention : Alisha Enrico  
E-mail: Alisha.Enrico@sarnova .com

<b>Bound Tree Pricing Summary</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>TOTAL</b>
Inventory & Asset Management Licenses	\$9,720	\$9,720	\$9,720	\$29,160
Fleet Management Licenses	\$3,240	\$3,240	\$3,240	\$9,720
<b>Total Fees Before Rebate</b>	<b>\$12,960</b>	<b>\$12,960</b>	<b>\$12,960</b>	<b>\$38,880</b>

<b>Bound Tree Discount Pricing Summary</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>TOTAL</b>
<b>Rebate Percentage for Licenses</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	
Inventory & Asset Management Licenses Fleet	\$0	\$0	\$0	\$0
Management Licenses	\$0	\$0	\$0	\$0
<b>Total Fees After Rebate</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

<b>Rebate Calculation</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>TOTAL</b>
<b>Rebate Percentage</b>	100%	100%	100%	<b>SAVINGS</b>
<b>Minimum Purchase Commitment for Rebate</b>	\$110,000	\$110,000	\$110,000	
Full Rebate Amount	\$12,960	\$12,960	\$12,960	\$38,880

<b>Partial Eligibility</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>TOTAL</b>
<b>Annual Spend Range</b>	<b>Rebate Value</b>			
\$110,000.00 and up - 100% Rebate	\$12,960	\$12,960	\$12,960	\$38,880
\$99,000.00 to \$100,999.99 - 90% Rebate	\$11,664	\$11,664	\$11,664	\$34,992
\$88,000.00 to \$98,999.99 - 80% Rebate	\$10,368	\$10,368	\$10,368	\$31,104
\$77,000.00 to \$87,999.99 - 70% Rebate	\$9,072	\$9,072	\$9,072	\$27,216
\$0.00 to \$76,999.99 - No Rebate	\$0	\$0	\$0	\$0

\*To the extent any item is provided at no charge, it is deemed to be provided at a discount on the full price of such item. These discounts are governed by the terms of a separate rebate agreement between the Parties. The parties acknowledge that the rebate provided under the terms of this Agreement constitutes a "discounts or other reductions in price" under section 1128 B(b)(3)(A) of the Social Security Act 42 U.S.C. 1320a-7b(b)(3)(A). Accordingly, Customer shall disclose the discount to any state or federal program that provides cost or charge- based reimbursement to the extent required by law.

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

**11**

**RESOLUTION NO. 21-1173**

**RESOLUTION OF NECESSITY FOR THE PURCHASE OF MOTOR VEHICLES FOR THE USE OF THE DELAWARE COUNTY EMERGENCY MEDICAL SERVICES DEPARTMENT:**

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

WHEREAS, pursuant to section 307.41 of the Revised Code, the Delaware County Board of Commissioners (the "Board") may find, by resolution of necessity, that it is necessary to expend county monies for the purchase or lease of a new vehicle to be used by the Board, by any county department, board, commission, office or agency, or by any elected county official or his or her employees; and

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

WHEREAS, the ambulance vehicles for Delaware County EMS are necessary to ensure that a sufficient number of ambulance vehicles are maintained to provide daily coverage; and

WHEREAS, the Board participates in the State of Ohio's cooperative purchasing program (the "Program"),



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and the ambulance vehicles are available for purchase through the Program; and

WHEREAS, the ambulance vehicles will require radio communications equipment, electronics, and cots with loading systems; and

WHEREAS, the cot loading systems are available for purchase through the Program but can be purchased directly from the manufacturer at a price lower than the Program price, pursuant to section 125.04(C) of the Revised Code; and

WHEREAS, the remaining cost of the radio communications equipment, electronics, and cots will be below the competitive bidding threshold;

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

Section 1. The Board hereby declares that a necessity exists to purchase two new ambulance vehicles for use by Delaware County Emergency Medical Services.

Section 2. The Board hereby declares that the make and model of the vehicles are two (2) Demers Model MXP170 aluminum body conversion, mounted on a 2022/23 Ford F-Series 4x2 chassis, delivered in accordance with the Program pricing schedule, and attached selected modifications, complete and delivered for the sum of \$247,544.00 per unit.

Section 3. The Board hereby declares that the purchase shall be in accordance with the Program, pursuant to the contract and terms and conditions set forth in Index STS233, Contract #800790, which are, by this reference, fully incorporated herein and of which the purchase order approved herein shall be made a part.

Section 4. The Board hereby approves a purchase order in the amount of \$495,088.00 to Penn Care, Inc., an authorized dealer under the Program.

Section 5: The Board hereby approves the purchase and accompanying purchase order for the necessary radio communications equipment from Vasu Communications at a cost of \$5,424.40; the purchase and accompanying purchase order for the installation of electronics from Hall Public Safety at a cost of \$5,000.00; and the purchase and accompanying purchase order for two (2) Stryker Power Load ambulance cots and loading systems at a total cost of \$89,310.72.

Section 6. This Resolution shall take immediate effect upon passage.

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

**12**  
**RESOLUTION NO. 21-1174**

**IN THE MATTER OF APPROVING AN AGREEMENT WITH OUTSIDER ENTERTAINMENT, LLC FOR DIGITAL CONTENT CAPTURE SERVICES:**

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

WHEREAS, the Director of Communications recommends approval of an agreement with Outsider Entertainment, LLC for Digital Content Capture Services;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Delaware County, State of Ohio, hereby approves the following agreement with Outsider Entertainment, LLC, for Digital Content Capture Services:

**SERVICES AGREEMENT**  
**Digital Content Capture Services**

This Agreement is made and entered into on December 2, 2021, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Outsider Entertainment, LLC, 1287 King Avenue, Suite 203, Columbus, Ohio 43212 (“Contractor”) (hereinafter collectively referred to as the “Parties”).

**1 SERVICES PROVIDED BY CONTRACTOR**

1.1 The Contractor shall provide video production services (the “Services”) in accordance with, and as described in, the Contractor’s proposal dated October 20, 2021, which is attached hereto and, by this reference, fully incorporated herein (the “Proposal”).

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- 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**

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Director of Communications as the Project Manager and agent of the County for this Agreement.
- 2.2 The Project Manager 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 the Proposal.
- 4.2 Total compensation under this Agreement shall not exceed Sixty-Two Thousand Five-Hundred Dollars and Zero Cents (\$62,500.00) 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 periodically, but no more than once per month, based on invoices submitted by the Contractor and approved by the Project Manager and shall be in accordance with the Proposal.
- 6.2 Invoices shall be submitted to the Project Manager by the Contractor on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Contractor shall promptly submit documentation as needed to substantiate said invoices.
- 6.3 The County shall pay invoices within thirty (30) days of receipt.

**7 NOTICE TO PROCEED, COMPLETION, DELAYS AND EXTENSIONS**

- 7.1 The Contractor shall commence Services upon written direction from the Project Manager and shall complete the Services in accordance with the Proposal no later than December 31, 2022.
- 7.2 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Contractor may make a written request for time extension, and the Project Manager may grant such an extension provided that all other terms of the Agreement are adhered to.

**8 SUSPENSION OR TERMINATION OF AGREEMENT**

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

**9 INDEMNIFICATION**

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- 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.
- 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

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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 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. Merrell              Aye              Mrs. Lewis              Aye              Mr. Benton              Aye

**For Consideration for Other Business  
RESOLUTION NO. 21-1175**

**IN THE MATTER OF RE-APPOINTING AND APPOINTING MEMBERS TO THE DELAWARE COUNTY FINANCE AUTHORITY BOARD OF DIRECTORS:**

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

WHEREAS, on April 24, 2006, the Delaware County Board of Commissioners (the “Board of Commissioners”) adopted Resolution No. 06-506, creating the Delaware County Port Authority, pursuant to section 4582.22 of the Revised Code, which was later renamed as the Delaware County Finance Authority in Resolution No. 13-973; and

WHEREAS, the Board of Commissioners shall make appointments to the Delaware County Finance Authority Board of Directors, pursuant to Resolution No. 06-506 and section 4582.27 of the Revised Code; and

WHEREAS, the Board of Commissioners approved, via Resolution No. 16-490, the addition of two additional members to the Board of Directors to make a total of seven members; and

WHEREAS, the terms for two seats will expire on December 31; one Director, Kent Shafer, has expressed an interest in re-appointment; and Michael Frommer has expressed an interest in appointment to the remaining seat; and

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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 re-appoint one current member and appoint one new member to the Delaware County Finance Authority Board of Directors;

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 re-appointment and appointment of the following members to the Delaware County Finance Authority Board of Directors for the terms specified herein:

<b>Appointee</b>	<b>Term Commences</b>	<b>Term Ends</b>
Kent Shafer	January 1, 2022	December 31, 2025
Michael Frommer	January 1, 2022	December 31, 2025

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

**For Consideration for Other Business  
RESOLUTION NO. 21-1176**

**IN THE MATTER OF APPROVING A PROCLAMATION HONORING WILLIAM A. “ANDY” THOMPSON, THOMPSON TOWNSHIP TRUSTEE:**

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

WHEREAS, the Commissioners of Delaware County, Ohio, wish to recognize and extend their gratitude to William A. “Andy” Thompson for his years of public service to the citizens of Thompson Township, Delaware County and the Central Ohio region; and

WHEREAS, Andy Thompson was first elected a trustee of Thompson Township in 1970 and has since served 13 consecutive terms of office for a total of 52 years, making him the longest-serving trustee in the state of Ohio; and

WHEREAS, Andy Thompson, a resident of the township since 1943 and a graduate of Radnor High School, has served the residents of Thompson Township along with eight other trustees, four fiscal officers, six cemetery sextons and eight snow-plow drivers; and

WHEREAS, Andy Thompson has been instrumental in efforts to build a new township hall and a veterans’ memorial, to replace two single-lane bridges with two-lane bridges, and to obtain the funding necessary to widen township roads and purchase a snow plow and tractor for mowing; and

WHEREAS, Andy Thompson and his wife Ruby have raised their four sons in Thompson Township and now preside over a family that includes five grandchildren and three great grandchildren.

THEREFORE, BE IT RESOLVED, that the Delaware County Board of Commissioners hereby honors and expresses its gratitude to William A. “Andy” Thompson for his dedication, commitment and years of outstanding service to the people of Thompson Township and Delaware County.

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

**13  
ADMINISTRATOR REPORTS**

Tracie Davies, County Administrator  
-The first week has been busy with learning about the County budget and meeting new people.

**14  
COMMISSIONERS’ COMMITTEES REPORTS**

Commissioner Benton  
-There will be a reception for Tracie this evening.  
-Attended the DKMM Meeting on Tuesday afternoon.  
-Will be attending the MORPC executive meeting this afternoon.  
-Will be virtually attending the ED411 meeting tomorrow.

Commissioner Lewis

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-Attended the Guardians of Good award ceremony Tuesday afternoon.

Commissioner Merrell  
-No reports.

**15**

**RESOLUTION NO. 21-1177**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT, EMPLOYMENT; 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 appointment, employment; compensation of a public employee or public official; for collective bargaining.

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

**RESOLUTION NO. 21-1178**

**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            Mrs. Lewis        Aye    Mr. Benton        Aye    Mr. Merrell        Aye

There being no further business, the meeting adjourned.

\_\_\_\_\_  
Gary Merrell

\_\_\_\_\_  
Barb Lewis

\_\_\_\_\_  
Jeff Benton

\_\_\_\_\_  
Jennifer Walraven, Clerk to the Commissioners