

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

Vote on Motion	Mr. Merrell	Aye	Mr. Benton	Aye	Mrs. Lewis	Absent
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COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 16, 2025

5
RESOLUTION NO. 25-835

IN THE MATTER OF APPROVING THE APPLICATIONS FOR DESIGNATION OF
CHARITABLE AGENCIES UNDER THE DELAWARE COUNTY CHARITABLE AGENCIES
SUPPORT POLICY:

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

WHEREAS, the Delaware County Board of Commissioners adopted a Charitable Agencies Support Policy (the “Policy”) via Resolution No. 13-424; and

WHEREAS, the Charitable Agency Committee met and reviewed the applications submitted for designation in 2026-2027 and has provided its recommendations to the Board of Commissioners of Delaware County;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby designates Common Ground Free Store Ministries; People In Need, Inc., of Delaware County, Ohio; and Concerned Citizens Against Violence Against Women, Inc. (dba Turning Point) as Charitable Agencies for the 2026 and 2027 calendar years and hereby authorizes a payroll deduction plan in support of said agencies, all in accordance with the Policy.

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

6
RESOLUTION NO. 25-836

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS:

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

Supplemental Appropriations		
10011105-5338	Land & Buildings/Utilities	225,000.00

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

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RESOLUTION NO. 25-837

IN THE MATTER OF AUTHORIZING THE PURCHASE OF A DEFIBRILLATOR, MECHANICAL
CPR CAPITAL EQUIPMENT, ACCESSORIES AND EXPERT CARE SERVICE PLAN FROM
ZOLL MEDICAL CORPORATION FOR THE USE OF THE DELAWARE COUNTY EMERGENCY
MEDICAL SERVICES DEPARTMENT:

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

WHEREAS, the Delaware County Board of Commissioners (the “Board”) has before it a request from the Delaware County Emergency Medical Services Department to purchase a Defibrillator, Mechanical CPR Capital Equipment, Accessories and Expert Care Service Plan from Zoll Medical Corporation;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio, to approve the purchase of a Defibrillator, Mechanical CPR Capital Equipment, Accessories and Expert Care Service Plan from Zoll Medical Corporation for the use of the Delaware County Emergency Medical Services Department.

ZOLL Medical Corporation ExpertCare Service Plan Terms and Conditions

The customer ("Customer") listed on the purchase order (the "Order") has agreed to purchase the ExpertCare Service Plan described on the Order (the "Service Plan"). Depending upon the Service Plan being purchased by the Customer, Extended Warranty and/or Preventive Maintenance services may be included. Only the provisions in these Terms and Conditions that relate to the particular Service Plan being purchased by Customer will apply to the Customer. The Customer will be invoiced the price of the Service Plan upon ZOLL's receipt of a quote with an authorized signature from the Customer, the Order, or a credit card number.

Extended Warranty Terms and Conditions. The following provisions apply to purchases of Service Plans that include an Extended Warranty ("EW") plan.

- 1. The EW expands the term of ZOLL's standard warranty ("Factory Warranty") with the services and/or number of years selected by the Customer. EW coverage commences upon the expiration of the Factory Warranty, and is subject to the terms and conditions contained in the original Factory Warranty documentation. The EW does not apply to accessories.
- 2. The EW is not transferrable and cannot be cancelled. However, if the Customer replaces equipment covered by an EW with new ZOLL equipment ("New Equipment") then, upon

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Customer's request, the remaining time under the EW will be transferred to the New Equipment at the end of the New Equipment's Factory Warranty. All requests to transfer the remaining balance of an EW must be submitted in writing to the ZOLL Service Contracts department (ServiceContractsAdmin@zoll.com) within 60 days of the date of shipment of the New Equipment. Failure to submit the EW transfer request will result in the forfeiture of the remaining EW.

3. If the Customer has a claim under an EW, Customer must call the ZOLL Help Desk to arrange for a Return Authorization in advance of sending the unit for evaluation by the ZOLL Service Depot.
4. All repairs are performed at a ZOLL Service Depot. If a unit needs to be repaired, upon the Customer's request, a loaner will be provided free of charge pursuant to ZOLL's Loaner Policy.
5. If no claims are made under the EW during the EW period, the purchase price of the EW is not refundable.

Preventive Maintenance Terms and Conditions. The following provisions apply to purchases of Service Plans that include Preventive Maintenance ("PM").

1. PM Service Plans are not transferrable and cannot be cancelled. However, if the Customer replaces equipment with New Equipment, then, upon Customer's request, the remaining time under the PM will be transferred to the New Equipment. All requests to transfer the remaining balance of PM must be submitted in writing to the ZOLL Service Contracts department (ServiceContractsAdmin@zoll.com) within 60 days of the date of shipment of new equipment. Failure to submit the PM transfer request will result in the forfeiture of the remaining PM and no monies will be refunded to the customer.
2. Any PM that remains unused as of the end of a one-year PM contract will be forfeited and no monies will be refunded to the Customer. Any PMs that remain unused as of the end of the initial year of a multi-year PM contract will automatically roll over into the next year of the PM contract. Any PMs that remain unused as of the end of the second and subsequent years of the PM contract will be forfeited, and no monies will be refunded to the Customer.
3. It is the Customer's responsibility to ensure (i) devices covered by the PM contract are available for Preventative Maintenance at the scheduled times; (ii) its devices are operated and stored in accordance with the user manuals for such equipment; and (iii) PM is performed annually to maintain superior performance.
4. If ZOLL determines during the course of performing PM that a repair is required, the device will not be certified. If the device is not covered under ZOLL warranty, the PM service is considered completed. ZOLL will request Customer authorization in order to repair the device. The Customer is responsible for all costs associated with repairing the device at ZOLL's then-prevailing rates. Customer has 10 days after receipt of a quotation to approve or decline a repair. If the repair is approved by the Customer and completed within 90 days of the completed PM, ZOLL will waive the minimum service fee. In the event the Customer does not respond within such 10-day period or declines the repair, the device will be returned to Customer unrepaired, uncertified, and labeled as "Not for Clinical Use."

Accidental Damage Coverage. The Service Plan purchased by Customer Includes one device outer housing replacement per year per device. Catastrophic damage beyond repair will not be covered. Cosmetic damage that does not affect the functionality of the device will not qualify for outer housing replacement.

BATTERY REPLACEMENT PROGRAM

1. Batteries must be maintained in accordance with ZOLL's battery maintenance program and instructions.
2. In the event that the Customer's battery and/or battery charger displays a fault during the term of the purchased Service Plan, ZOLL will, upon visual verification of the failure, replace the applicable battery with a new battery.
3. Battery failures must be evaluated and confirmed by ZOLL Technical Support or by a ZOLL on-site field service technician prior to replacement.
4. Only batteries identified as part of the Service Plan will be replaced.

**Purchase Agreement
Defibrillator and Mechanical CPR Capital Equipment and Accessories
Agreement No. LOC02245501**

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This Purchase Agreement ("Agreement") is made between ZOLL Medical Corporation, a Massachusetts corporation ("ZOLL"), and the Delaware County Board of Commissioners, Delaware County, Ohio, headquartered at 91 North Sandusky Street, Delaware, Ohio 43015, on its own behalf and on behalf of its affiliates (collectively, "Customer") as defined below. ZOLL and Customer agree to the following terms and conditions with respect to the purchase of ZOLL products ("Products") set forth in this Agreement. This Agreement will be effective ("Effective Date").

For the purposes of this Agreement "Affiliate" means all entities that are listed as an affiliate in Exhibit A attached hereto, subject to additions and deletions as set forth herein. Customer may add entities as Affiliates after the effective date of this Agreement upon providing ZOLL with written notice of addition and written Agreement to the terms and conditions set forth in this Agreement. Affiliate(s) are responsible for notifying ZOLL Customer Service directly of the Agreement number above, in order to ensure they receive the Agreement pricing.

- 1) **Agreement Pricing:** In consideration for the Volume Commitment described in Section 2 of this Agreement and the Co-Marketing Commitment described in Section 3 of this Agreement, ZOLL shall offer the Product pricing set forth in Exhibit B.
- 2) **Committed Volume Discount:** Each year during the Term, the Customer shall purchase at least ninety-one percent (91%) of its defibrillator and mechanical CPR capital equipment exclusively from ZOLL and ninety-one percent (91%) of its accessories and supplies for such equipment exclusively from ZOLL (collectively, the "Volume Commitment"). Customer shall provide ZOLL with interim reports at the end of each calendar quarter and a final report at the end of each calendar year setting forth the total amount of defibrillator and mechanical CPR equipment, accessories and supplies purchased by Customer from ZOLL or any other source in the prior quarter or year, as applicable. ZOLL may elect to terminate this Agreement if the Customer fails to submit any required interim or annual reports. If the Customer's final year-end report reveals that Customer did not meet its Volume Commitment for such year, Customer shall have thirty (30) days after receipt of written notice from ZOLL to cure its default through purchase of defibrillator and mechanical CPR equipment, accessories and supplies from ZOLL. If after such thirty (30) day period the Customer still has not met its Volume Commitment, then this Agreement shall automatically terminate. Upon termination of this Agreement, the Customer's pricing shall revert to list price.
- 3) **Co-Marketing Discount:** In consideration for the discount pricing set forth in Exhibit B, the Customer agrees to provide the following value-added marketing services on behalf of ZOLL Medical. Customers shall use good faith efforts to provide ZOLL with the following services from time to time:
 - a) The right to use the Customers' name in brochures for marketing purposes as a user of ZOLL products.
 - b) Use of Customer as a reference site to other ZOLL customers or potential customers.
 - c) The Agreement to make Customers' facilities available for demonstration(s) to ZOLL customers or potential customers.
 - d) The Agreement to work with ZOLL Medical on the evaluation of product and proposed product features by serving as a Customer Acceptance Trial Site.
 - e) The provision to ZOLL of non-confidential competitive data and market intelligence regarding the defibrillator markets. Such information can take the form of non-confidential pricing, product information, brochures, etc.
- 4) **Agreement Pricing:** Product pricing offered under the terms of this agreement is set forth under Exhibit B Agreement Pricing.
 - a) The original pricing set forth in this agreement will be subject to annual increases in ZOLL's sole discretion and could be based upon supply chain changes, economic conditions, epidemics/pandemics and/or natural disasters. These annual price increase will not exceed the greater of (a) 4%, or (b) the sum of the annual average of the previous 12 months Producer Price Index (PPI) (change in final demand less foods, energy and trade, unadjusted) published by the United States Department of Labor, Bureau of Labor Statistics plus 1.5 %. ZOLL will provide sixty (60) days' notice of any price increases.
 - b) ZOLL may, in its sole discretion, at any time or from time to time with thirty (30) days' prior written notification to Customer, add Products or remove Products from Schedule B. Schedule B shall be deemed amended as of the date of the notice.
 - c) The Price Schedule reflects certain discounts from ZOLL's standard list pricing in consideration for (i) the commitments made by Customer described in Section 3 of this Agreement ("Commitments"), and (ii) the co-marketing efforts to be undertaken by Customer as described in Section 4 ("Co-Marketing"). The Prices on the Price Schedule are contingent upon Customer fulfilling the Commitments and Co-Marketing.
- 5) **Terms of Payment:** Payment is due within thirty (30) days of the date on invoice. Any amounts payable hereunder which remain unpaid after the due date shall be subject to a late charge equal to 1.5% per month from the due date until such amount is paid. ZOLL is offering a 5-year payment plan offered at 0%.
- 6) **Term of Agreement:** This Agreement shall expire five (5) years from the Effective Date.
- 7) **Termination:** Either party may terminate this Agreement by delivering not less than one hundred eighty (180) days' prior written notice to the non-terminating party.

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8) **Confidentiality:** The parties shall hold in strictest confidence any information and material which is related to either Customer or ZOLL's business or is designated by either Customer or ZOLL as proprietary and confidential. It is understood that this confidentiality clause does not include information which: (i) is now or hereafter in the public domain through no fault of the party being provided the confidential information; (ii) prior to disclosure hereunder, is property within the rightful possession of the party being provided the confidential information; (iii) subsequent to disclosure hereunder, is lawfully received from a third party with no restriction on further disclosure; or (iv) is obligated to be produced under applicable law or order of a court of competent jurisdiction, unless made the subject of a confidentiality agreement or protective order in connection with such proceeding. Customer and ZOLL hereby covenant that each shall not disclose such information to any third party without prior written authorization of the other. Prior to producing information designated as confidential or proprietary to any third party, as such production may be required under applicable law, the party required to produce the information shall give prompt notice to the other party so that the other party may seek a protective order.

9) **Delivery and Risk of Loss:** Unless otherwise stated, all deliveries shall be F.O.B. shipping point, freight prepay & add. Risk of loss or damage to the Equipment shall pass to the Customer upon delivery of the Equipment to the carrier.

10) **Controlling Terms:** This Agreement sets forth the terms for ZOLL to sell to Customer the products contained herein. All sales made under this Agreement are expressly limited to the terms of this Agreement, including, but not limited to any conflicting written or oral representations made by either party. Any such representation shall be wholly inapplicable to any sale made pursuant to this Agreement and shall not be binding in any way on either party, unless mutually agreed and signed by the parties as an amendment to this Agreement.

11) **Credit Approval:** All shipments and deliveries shall at all times be subject to the approval of credit by ZOLL. ZOLL may at any time decline to make any shipment or delivery except upon receipt of payment or security or upon terms regarding credit or security satisfactory to ZOLL.

12) **Taxes & Fees:** The pricing contained herein does not include sales use, excise, or other similar taxes or any duties or customs charges, or any order processing fees. The Customer shall pay, in addition to the price, the amount of any present or future sales, excise or other similar tax or customs duty or charge applicable to the sale or use of the Equipment sold hereunder (except any tax based on the net income of ZOLL), and any order processing fees that ZOLL may apply from time to time. In lieu thereof the Customer may provide ZOLL with a tax exemption certificate acceptable to the taxing authorities.

13) **Warranty:** ZOLL warrants to the Customer that from the earlier of the date of installation or thirty (30) days after the date of shipment from ZOLL's facility, the Equipment (other than accessories and electrodes) will be free from defects in material and workmanship under normal use and service for the period of five (5) year's for R Series and Hospital Transport X Series equipment & one (1) year for out- of-hospital X Series equipment. Accessories and electrodes shall be warranted for ninety (90) days from the date of shipment. During such period ZOLL will, at no charge to the Customer, either repair or replace (at ZOLL's sole option) any part of the Equipment found by ZOLL to be defective in material or workmanship. If ZOLL's inspection detects no defects in material or workmanship, ZOLL's regular service charges shall apply. ZOLL shall not be responsible for any Equipment defect, failure of the Equipment to perform any specified function, or any other nonconformance of the Equipment caused by or attributable to: (i) any modification of the Equipment by the Customer, unless such modification is made with the prior written approval of ZOLL, (ii) the use of the Equipment with any associated or complementary equipment accessory or software not specified by ZOLL, or (iii) any misuse or abuse of the Equipment, (iv) exposure of the Equipment to conditions beyond the environmental, power or operating constraints specified by ZOLL, or (v) installation or wiring of the Equipment other than in accordance with ZOLL's instructions. Warranty does not cover items subject to normal wear and burnout during use, including but not limited to lamps, fuses, batteries, cables and accessories. The foregoing warranty does not apply to software included as part of the Equipment (including software embodied in read-only memory known as "firmware"). The foregoing warranty constitutes the exclusive remedy of the Customer and the exclusive liability of ZOLL for any breach of any warranty related to the Equipment supplied hereunder. THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND ZOLL EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

14) **Firmware Software License:** All firmware software ("Software") installed in the Equipment is licensed to Customer pursuant to a non-exclusive limited license on the terms hereinafter set forth. Customer may not copy, distribute, modify, translate or adapt the Software, and may not disassemble or reverse compile the Software, or seek in any manner to discover, disclose or use any proprietary algorithms, techniques or other confidential information contained therein. All rights in the Software remain the product of ZOLL, and Customer shall have no right or interest therein except as expressly provided herein. Customer's right to use the Software may be terminated by ZOLL in the event of any failure to comply with terms of this Agreement. Customer may transfer the license conferred hereby only in connection with a transfer of the Equipment and may not retain any copies of the Software following such transfer. ZOLL warrants that the read-only memory or other media on which the Software is recorded will be free from defects in materials and workmanship for the period and on terms set forth in section 13. Customer understands that the Software is a complex and sophisticated software product, and no assurance can be given that operation of the Software will be uninterrupted or error-free, or that the Software will meet Customer's requirements. Except as set forth in this

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section. ZOLL MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SOFTWARE AND IN PARTICULAR DISCLAIMS ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS OF A PARTICULAR PURPOSE WITH RESPECT THERETO. Customer's exclusive remedy for any breach of warranty or defect relating to the Software shall be the repair or replacement of any defective read-only memory or other media so that it correctly reproduces the Software. This License applies only to ZOLL Software.

15) Delays in Delivery: ZOLL shall not be liable for any delay in the delivery of any part of the Equipment if such delay is due to any cause beyond the control of ZOLL including, but not limited to acts of God, fires, epidemics, floods, riots, wars, sabotage, labor disputes, governmental actions, inability to obtain materials, components, manufacturing facilities or transportation or any other cause beyond the control of ZOLL. In addition, ZOLL shall not be liable for any delay in delivery caused by failure of the Customer to provide any necessary information in a timely manner. In the event of any such delay, the date of shipment or performance hereunder shall be extended to the period equal to the time lost by reason of such delay. In the event of such delay ZOLL may allocate available Equipment among its Customers on any reasonable and equitable basis. Delivery dates quoted under this agreement are approximate only and ZOLL shall not be liable for or shall the Agreement be breached by any delivery by ZOLL within a reasonable time after such dates.

16) Limitations Of Liability: IN NO EVENT SHALL ZOLL BE LIABLE FOR INDIRECT SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ZOLL'S PERFORMANCE OR FAILURE TO PERFORM PURSUANT TO THIS AGREEMENT OR THE FURNISHING, PERFORMANCE, OR USE OF ANY EQUIPMENT OR SOFTWARE SOLD HERETO, WHETHER DUE TO A BREACH OF AGREEMENT, BREACH OF WARRANTY, THE NEGLIGENCE OF ZOLL OR OTHERWISE.

17) Patent Indemnity: ZOLL shall, at its own expense, defend any suit that may be instituted against the Customer for alleged infringement of any United States patents or copyrights related to the parts of the Equipment or the Software manufactured by ZOLL, provided that: (i) such alleged infringement consists only in the use of such Equipment or Software by itself and not as a part of or in combination with any other devices or parts, (ii) the Customer gives ZOLL immediate notice in writing of any such suit and permits ZOLL, through counsel of its choice, to answer the charge of infringement and defend such suit, and (iii) the Customer gives ZOLL all requested information, assistance and authority at ZOLL's expense, to enable ZOLL to defend such suit. In the case of a final award of damages for infringement in any such suit, ZOLL will pay such award, but it shall not be responsible for any settlement made without its written consent. This section states ZOLL's total responsibility and liability, and the Customer's sole remedy for any actual or alleged infringement of any patent by the Equipment or the Software or any part thereof provided hereunder. In no event shall ZOLL be liable for any indirect, special, or consequential damages resulting from any such infringement.

18) Claims for Shortage: Each shipment of Equipment shall be promptly examined by the Customer upon receipt thereof. The Customer shall inform ZOLL of any shortage in any shipment within ten (10) days of receipt of Equipment. If no such shortage is reported within the ten (10) day period, the shipment shall be conclusively deemed to have been complete.

19) Returns and Cancellation: The Customer shall obtain authorization from ZOLL prior to returning any of the Equipment. Once the Customer receives authorization from ZOLL to return a product for credit; the Customer shall be subject to a restocking charge of twenty percent (20%) of the original list purchase price, but not less than \$50.00 per product. Any change in delivery caused by the Customer that causes a delivery date greater than six (6) months from the Customer's original order date shall constitute a new order for the affected Equipment in determining the appropriate list price.

20) Applicable Law; Venue: This Agreement shall be governed by the substantive laws of the State of Ohio without regard to any choice of law provisions thereof. The parties agree that any disputes arising under this Agreement shall only be filed in and heard before the courts of Delaware County, Ohio.

21) Compliance with Laws: ZOLL represents that all goods and services delivered pursuant to the Agreement will be produced and supplied in compliance with all applicable state and federal laws and regulations, including the requirements of the Fair Labor Standards Act of 1938, as amended. The Customer shall be responsible for compliance with any federal, state and local laws and regulations applicable to the installation or use of the Equipment furnished hereunder and will obtain any permits required for such installation and use.

22) Non-Waiver of Default: In the event of any default by the Customer, ZOLL may decline to make further shipments without in any way effecting its right under such order. If, despite any default by Customer, ZOLL elects to continue to make shipments, its action shall not constitute a waiver of any default by the Customer or in any way affect ZOLL's legal remedies regarding any such default. No claim or right arising out of a breach of the Agreement by the Customer can be discharged in whole or in part by waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by ZOLL. No claim or right arising out of a breach of the Agreement by ZOLL can be discharged in whole or in part by waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by Customer.

23) Assignment: This Agreement may not be assigned by either party without the prior written consent

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of the other party, and any assignment without such consent shall be null and void.

24) **Title:** Title to right of possession of the products sold hereunder shall remain with ZOLL until ZOLL delivers the Products to the carrier and agrees to do all acts necessary to perfect and maintain such right and title in ZOLL. Failure of the Customer to pay the purchase price for any product when due shall give ZOLL the right, without liability, to repossess the Equipment, with or without notice, and to avail itself of any remedy provided by law.

25) **Equal Employment Opportunity/Affirmative Action and Notice of Labor Rights:** Seller shall, to the extent they apply, abide by (1) the requirements of 41 CFR §§ 60-1.4(a), 60- 300.S(a) and 60-741.S(a), which prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin and require affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status, or disability; (2) 29 CFR Part 471, Appendix A to Subpart A, and (3) E-Verify.

26) **General:** This constitutes the entire agreement between Customer and ZOLL with respect to the purchase and sale of the Products described herein, and only representations or statements contained herein shall be binding upon ZOLL as a warranty or otherwise. Acceptance or acquiescence in the course of performance rendered pursuant hereto shall not be relevant to determine the meaning of this writing even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. No addition to or modification of any of the terms and conditions specified herein shall be binding upon a party unless made in writing and signed by a duly authorized representative of that party. The terms and conditions specified shall prevail notwithstanding any variance from the terms and conditions of any order or other form submitted by Customer for the Products set forth in this Agreement.

27) **Entire Agreement:** This Agreement, and any attachments hereto or subsequent amendments in accordance with this agreement, constitute the full and entire agreement of the parties relating to the subject matter contained herein and no party shall be liable or bound to any other terms in any manner by any oral or written representations, warranties, covenants and agreements except as specifically set forth herein. Each party expressly represents that it is not relying on any terms and conditions outside of this Agreement. Upon the execution of this Agreement, any prior agreements shall be deemed in their entirety by this Agreement and shall be of no further force or effect. No provision in any subsequent document, including, but not limited to, a purchase order, whether submitted prior to, concurrently with or after the execution of this Agreement, shall have no effect on the parties.

EXHIBIT A
List of Affiliates/Members

EXHIBITB
Agreement Pricing

Part number	Product Description	UOM	Agreement Price	Qty	Total Price
601-2231112-01	X Series Advanced Monitor/Defibrillator 12-Lead ECG, Pacing, SpO2, SpCO, EtCO2, BVM, NIBP, CPR Expansion Pack, Remote View	Each	\$50,996.70	13	\$662,957.10
8000-0580-01	Six Hour Rechargeable, SurePower II Smart Battery	Each	\$769.05	26	\$19,995.30
8300-0500-01	SurePower 4 Bay Charging System including 4 Battery Charging adapters	Each	\$2,655.09	3	\$7,965.27
8200-000100-01	Single Bay Charger for the SurePower an SurePower II batteries	Each	\$971.55	7	\$6,800.85
8707-000502-01	X Series Accessory Carry Case - Printer Chute with	Each	\$0.00	13	\$0.00

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	Single Zipper				
8700-001070-01	AutoPulse NXT Platform	Each	\$16,432.07	13	\$213,616.91
8700-001012-01	AutoPulse NXT Lithium Battery	Each	\$1,214.87	13	\$15,793.31
90110200499991010	AED Pro® Semi-Auto/Manual	Each	\$3,526.11	5	\$17,630.55
8000-0860-01	AED Pro non-rechargeable lithium battery pack	Each	\$161.70	5	\$808.50
8000-0838	AED Pro ECG Cable AAMI	Each	\$161.70	5	\$808.50
8900-0402	CPR Stat-padz HVP Multi-Function CPR Electrodes - 1 pair	Each	\$89.32	5	\$446.60
8900-0810-01	Pedi-padz II Pediatric Multi-Function Electrodes	Each	\$97.79	5	\$488.95

(Copy available for review at the Commissioners’ Office until no longer of administrative value.)

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

OTHER BUSINESS
RESOLUTION NO. 25-838

IN THE MATTER OF AUTHORIZING THE SUBMISSION OF COMMENTS TO THE US ARMY
CORPS OF ENGINEERS REGARDING A PERMIT APPLICATION FOR THE SWAMP ANGEL
MITIGATION BANK:

It was moved by Mr. Merrell, seconded by Mr. Benton, to adopt the following:

WHEREAS, the US Army Corps of Engineers (“ACOE”) has provided public notice that it has received a permit application for the proposed Swamp Angel Mitigation Bank, which includes property within Delaware County; and

WHEREAS, the Delaware County Board of Commissioners (the “Board”) received the public notice on October 2, 2025 and wishes to authorize the submission of comments prior to the stated deadline of October 23, 2025; and

WHEREAS, the Delaware Soil & Water Conservation District has provided proposed comments, specifically related to the Board’s authority under Chapters 6131 and 6137 of the Ohio Revised Code;

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

Section 1. The Board hereby authorizes the Delaware Soil & Water Conservation District to submit comments to the ACOE regarding the permit application of the Swamp Angel Mitigation Bank.

Section 2. The Board hereby directs the Clerk of the Board to submit a copy of this Resolution to the Delaware Soil & Water Conservation District.

Section 3. This Resolution shall be effective immediately upon adoption.

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

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ADMINISTRATOR REPORTS

CA Davies, DCA Huston and Attorney Hochstettler – Nothing to report.

9
COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Merrell – attended the Business Advisory Council Meeting

Commissioner Benton – attended the ODNR Shooting Range Event and the Records Commission Meeting

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There being no further business, the meeting adjourned.

Jeff Benton

Barb Lewis

Gary Merrell

Jennifer Walraven, Clerk to the Commissioners