

COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 26, 2018

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. 18-820

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JULY 23, 2018:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on July 23, 2018; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.12 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the previous meeting.

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

2
PUBLIC COMMENT

Deb Shatzer, Destination Delaware County Ohio: Update on visitor numbers and figures.

3
ELECTED OFFICIAL COMMENT

4
RESOLUTION NO. 18-821

IN THE MATTER OF RECOGNIZING THE IRONMAN 70.3 OHIO EVENT ON JULY 29, 2018 IN DELAWARE COUNTY:

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

WHEREAS, the Ironman 70.3 Ohio race as led by race director Kenny Hammond is in its third year in Delaware County, Ohio, and consists of a 1.2-mile swim in Delaware Lake, followed by a 56-mile bike ride and concluding with a 13.1-mile run ending in Ohio Wesleyan University's Selby Stadium; and

WHEREAS, Ironman 70.3 Ohio attracts more than 1,000 athletes from all over the United States and other nations, along with their families and friends, including notable locals such as fundraiser and kilt-wearing athlete Stuart Kirk who will be making his Ironman 70.3 debut and crowd favorite Mandy Andreasen; and

WHEREAS, Ironman 70.3 Ohio was voted the third-best run course in the Ironman 70.3 Series worldwide; and

WHEREAS, a significant number of community volunteers such as Scott "Scoter the Sprinkler Man" Dodge selflessly give their time to assist athletes and to open their homes along the route; and

WHEREAS, Ironman 70.3 Ohio brings a great sense of community and provides economic stimulus to Delaware County and we sincerely hope this partnership continues long into the future.

NOW THEREFORE BE IT RESOLVED, that The Board of Commissioners, Delaware County, Ohio, do hereby recognize the Ironman 70.3 Ohio event and the positive contributions this event brings to our county, and to encourage all residents to welcome and support the athletes on July 29, 2018.

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

5
RESOLUTION NO. 18-

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0725:

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It was moved by Mrs. Lewis, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0725 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
P1801145 Facilities Department	CSEA Expense Reimbursement	23711630-5331	\$5,800.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R1804195	BOARD OF DEVELOPMENTAL DISABILITIES	HMG SFY19 OCBF	70161606 - 5348	\$8,498.00
R1804455	XYLEM WATER SOLUTIONS USA INC	REBUILD PUMP AT ALUM CREEK PS	66211904 - 5428	\$40,000.00
R1804501	RC CONCRETE AND DESIGN	REPLACEMENT OF CONCRETE DRIVEWAY - EMS 5	40111402 - 5410	\$31,100.00

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

**6
RESOLUTION NO. 18-823**

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Economic Development Department is requesting that Bob Lamb, Jenna Jackson and Rob Platte attend a Columbus Commercial Industrial Investment Realtors Lunch in Columbus, Ohio on August 9, 2018 at the cost of \$183.72 (fund number 21011113).

The Code Compliance Department is requesting that Duane Matlack and Fred Fowler attend a 2018 Ohio Statewide Floodplain Management Conference in Columbus, Ohio from August 1-2, 2018 at the cost of \$480.00 (fund number 10011301).

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

**7
RESOLUTION NO. 18-824**

IN THE MATTER OF APPROVING THE FLEET MANAGEMENT MASTER EQUITY LEASE AGREEMENT, AMENDMENT TO MASTER EQUITY LEASE AGREEMENT, AND CREDIT APPLICATION WITH ENTERPRISE FM TRUST:

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

WHEREAS, the Director of Facilities recommends approval of the fleet management master equity lease agreement, amendment to master equity lease agreement, and credit application with Enterprise FM Trust;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the fleet management master equity lease agreement, amendment to master equity lease agreement, and credit application with Enterprise FM Trust:

**Enterprise
Fleet Management
MASTER EQUITY LEASE AGREEMENT**

This Master Equity Lease Agreement is entered into this 26th day of July 2018, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use

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of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any

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maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. **USE AND SURRENDER OF VEHICLES:** Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. **COSTS, EXPENSES, FEES AND CHARGES:** Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. **LICENSE AND CHARGES:** Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. **REGISTRATION PLATES, ETC.:** Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. **MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:**

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. **SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:**

(a) **LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR**

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LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

State of Vehicle Registration	Coverage
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or

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any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement

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and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. **ASSIGNMENTS:** Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. **MISCELLANEOUS:** This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent

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therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. **SUCCESSORS AND ASSIGNS; GOVERNING LAW:** Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. **NON-PETITION:** Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. **NON-APPROPRIATION:** Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this 26th day of July, 2018 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the 26th day of July, 2018 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and Delaware County, Ohio ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 12 of the Master Equity Lease Agreement is amended to read as follows:

RESPONSIBILITY: To the extent permitted by Ohio state law, Lessee shall be responsible for any and all losses that Lessor incurs, or claims, demands, or rights of action that may be asserted at any time against Lessor, which arise as a result of (i) Lessee's breach of this Agreement; (ii) the use, operation or condition of any of the Vehicles, or (iii) Lessee's lease of the Vehicles pursuant to this Agreement. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to Ohio law.

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Ohio (determined without reference to conflict of law principles). Venue shall be in Delaware County, Ohio.

Section 19 of the Master Equity Lease Agreement is amended to read as follows:

NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a political subdivision, is precluded by the Ohio State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of Delaware County to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the

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lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should Delaware County fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, the parties agree that Lessor may recover the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

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

8
RESOLUTION NO. 18-825

IN THE MATTER OF RANKING PROFESSIONAL DESIGN FIRMS FOR THE FORMER CAREER CENTER NORTH CAMPUS RENOVATIONS:

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

Whereas, the Delaware County Board of Commissioners received a total of eleven Statements of Qualifications from professional design firms for renovations to the "DACC North Campus" for Delaware County Offices; and

Whereas, a review committee has reviewed the qualifications and has ranked the top three firms it found to be the most qualified firms; and

Whereas, section 153.69(A) of the Revised Code requires the public authority to select and rank no fewer than three firms which it considers to be the most qualified to provide the required professional design services; and

Whereas, the review committee recommends the top three most qualified firms be ranked as 1 - M+A Architects; 2 - Schooley Caldwell; and 3 - Prime AE Group, Inc.;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Delaware County hereby ranks the following professional design firms for the renovations to the DACC North Campus and, per section 153.69(B) of the Revised Code, enters into contract negotiations with the firm ranked most qualified to perform the required services:

- 1. M+A Architects
- 2. Schooley Caldwell
- 3. Prime AE Group, Inc.

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

9
RESOLUTION NO. 18-826

IN THE MATTER OF APPROVING THE FIRST AMENDMENT TO THE CONTRACT FOR PHOTOCOPIER RENTAL AND SUPPORT SERVICES BETWEEN THE DELAWARE COUNTY BOARD OF COUNTY COMMISSIONERS, THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND MT BUSINESS TECHNOLOGIES:

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

WHEREAS, the Director of Jobs & Family Services and staff recommend approval of the following amendment to the contract with MT Business Technologies;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following amendment to the contract with MT Business Technologies:

**First Amendment
To Contract for
Photocopier Rental and Support Services
Between
Delaware County
and
MT Business Technologies, Inc.**

This First Amendment of the Contract For The Provision of Photocopier Rental and Support Services is entered into this 26th day of July, 2018 by and between the Delaware County, Ohio Board of County Commissioners

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(hereinafter “Board”), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County, Ohio Department of Job and Family Services, a Title IV-E Agency, (hereinafter “Agency”) whose address is 140 North Sandusky Street, 2nd Floor, Delaware, Ohio 43015, and MT Business Technologies, Inc. (hereinafter “Provider”) whose address is 1150 National Parkway, Mansfield, Ohio 44906 (hereinafter collectively the “Parties”).

WHEREAS, the Parties entered into the Contract for the Photocopier Rental and Support Services on March 13, 2017.

WHEREAS, the parties agree to the addition of certain provisions to the Contract (collectively, “Provisions”).

NOW THEREFORE, the Parties agree as follows:

1. The Parties agree to amend the Agreement to add the following Provisions:
 - A. The maximum amount payable pursuant to this contract shall be increased to sixty thousand dollars and no cents (\$60,000).

2. Signatures

Any person executing this First Amendment in a representative capacity hereby warrants that he/she has authority to sign this First Amendment or has been duly authorized by his/her principal to execute this First Amendment on such principal’s behalf.

3. Conflicts

In the event of a conflict between the terms of the Contract and this First Amendment, the terms of the First Amendment shall prevail.

4. Terms of Agreement Unchanged

All terms and conditions of the Contract not changed by this First Amendment remain the same, unchanged, and in full force and effect.

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

**10
RESOLUTION NO. 18-827**

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY JUVENILE COURT, THE DELAWARE COUNTY COMMISSIONERS AND TRACK GROUP, INC. FOR MONITORING SERVICES AND EQUIPMENT:

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

2018-2019 AGREEMENT FOR MONITORING AND ASSOCIATED SERVICES

This Agreement (“Agreement”) is made and entered into this 26th day of July, 2018 by and between the Board of Commissioners, Delaware County, Ohio (“Board”), whose principal place of business is located at 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County, Ohio Juvenile Court (“Court”), whose principal place of business is located at 140 North Sandusky Street, Ground Floor, Delaware, Ohio 43015 (Board and Court collectively “Customer”), and Track Group, Inc (“Provider”) whose principal place of business is located at 200 East 5th Avenue, Suite 100, Naperville, Illinois 60563, (“Party”).

PRELIMINARY STATEMENTS

WHEREAS, the Court is in need of certain Equipment and Accessories (“Equipment”), Monitoring Services associated with the Equipment (“Monitoring Services”), and/or certain other associated services (“Other Services”) (collectively “Equipment, Monitoring, and Other Services”) to track and monitor offenders (“Offender”) using Global Positioning Systems (“GPS”); and,

WHEREAS, The Provider is qualified and willing to provide such Equipment, Monitoring, and Other Services at an agreed-upon price.

STATEMENT OF THE AGREEMENT

NOW, THEREFORE, in consideration of the terms, covenants, conditions, and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

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1. **PURPOSE:** The purpose of this Agreement is to state the terms, covenants, and conditions under which the Provider will provide to the Customer certain Equipment, Monitoring, and Other Services used to track and monitor Offenders using GPS.
2. **TERM:** The term of this Agreement shall be inclusive of August 1, 2018 and continue through July 31, 2019.
3. **RENEWAL:** Upon written agreement of the Parties, this Agreement may be renewed for successive one (1) year periods subject to the same terms and conditions provided herein and upon any such terms and conditions as may be specifically agreed upon, added and/or amended in writing by the Parties.
4. **CONTINUED POSSESSION OF EQUIPMENT:** Continued possession of the Equipment by the Customer past the end of the term or any renewal of this Agreement shall obligate the Customer to payment of additional monthly rental payments for the Equipment as set forth in Schedule A until such time as the Equipment is returned to the Provider.
5. **SCOPE OF SERVICES:** The Provider shall provide/render Equipment, Monitoring, and Other Services to the Customer as follows:
 - A. The Provider shall provide/render to the Customer certain Equipment, Monitoring, and Other Services used to track and monitor Offenders using GPS as specified in Schedule A.
 - B. The Provider shall provide/render to the Customer optional equipment and consumables identified in Schedule B.
 - C. The Provider shall provide/render invoices for loss, stolen, damaged equipment identified in Schedule C.
6. **COMPENSATION:** In exchange for providing the Equipment, Monitoring, and Other Services, the Customer shall compensate the Provider at the rates set forth in Schedule A and in addition, the Customer shall compensate the Provider at the replacement rates set forth in Schedule C. The Provider will bill the Customer on a monthly billing cycle.
7. **INVOICE:** After the Equipment, Monitoring, and Other Services have been provided/rendered, the Provider shall provide the Court with a proper detailed invoice. A proper invoice is defined as being free from defects, discrepancies, errors, and/or other improprieties and shall include, but is not limited to including, the following:
 - The Provider's full name, address, telephone number, email address, and facsimile number;
 - Name of a contact person with the Provider in charge of billing, including a telephone number and email address for such contact person;
 - The Provider's federal employer identification number and/or a completed federal W-9 form;
 - Court's full name and address;
 - If applicable, purchase order number authorizing the purchase of the Equipment, Monitoring, and Other Services;
 - Billing period;
 - Detail as applicable, including, but not limited to, description of the Equipment, Monitoring, and Other Services provided/rendered, dates of when the Equipment, Monitoring, and Other Services were provided/rendered, and rates and quantities/hours spent providing/rendering the Equipment, Monitoring, and Other Services;
 - Total cost of Equipment, Monitoring, and Other Services provided on the invoice.

The Provider shall submit invoices to the Court as follows:

Karen Wadkins
Fiscal Coordinator
Delaware County Juvenile Court
140 North Sandusky Street, Ground Floor
Delaware, Ohio 43015

Upon the submission of a proper invoice, payment shall be made to the Provider within thirty (30) days.

Defective invoices shall be returned to the Provider noting areas for correction. When such notification of defect is sent, the required payment date shall be thirty (30) days after receipt of the corrected invoice.

8. **MAXIMUM PAYMENT:** The Provider agrees to accept as full payment for Equipment, Monitoring, and Other Services, all rendered in a manner satisfactory to the Customer, the lesser of the following: (1) The maximum amount of Forty-Eight Thousand Dollars and No Cents (\$48,000.00) or (2) the amount of actual Equipment, Monitoring, and Other Services rendered to the Customer. It is expressly understood and agreed that in no event shall the total amount to be paid to the Provider under this Agreement exceed the maximum of Forty-Eight Thousand Dollars and No Cents (\$48,000.00).

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9. **TAXES:** The Customer is a political subdivision and tax exempt. The Provider therefore agrees to be responsible for all tax liability that accrues as a result of this Agreement and the Equipment, Monitoring, and Other Services that the Provider provides/renders to the Customer pursuant to this Agreement. Proof of such tax status shall be provided to the Provider by the Customer upon request.

10. **RATE CHANGES:** The Customer shall be provided written notice at least thirty (30) days in advance of any changes of rate(s) included in this Agreement. Such notice shall be sent to the Customer via certified U.S. Mail, return receipt.

If the Customer is agreeable to the noticed change in rate(s), the Customer shall notify the Provider of such agreement. This Agreement shall then be amended to reflect such change in rate(s). Such amendment shall be in writing and signed by both Parties.

Notwithstanding any other provision of this Agreement, if the Customer does not agree to the noticed change in rate(s), the Customer shall have the right to immediately terminate this Agreement upon receipt of the notice of the change in rate(s). If the Customer desires to terminate the Agreement based on such a change in rate(s), it shall provide written notice to the Provider within fifteen (15) days of its receipt of the notice of the change in rate(s). Actual termination of this Agreement shall occur on a date mutually determined by the Parties. In the event of termination due to a change in rate(s), the change in rate(s) shall not take effect before such actual date of termination and the Customer shall not be charged the changed rate(s).

11. **OWNERSHIP:** Neither the Customer, nor the Offender, is the owner of the Equipment nor has title to the Equipment. Neither the Customer, nor Offender, may sell, transfer, or assign, the Equipment, without the express prior written permission of the Provider. Neither the Customer, nor the Offender, may attempt to alter or otherwise tamper with the Equipment. The Customer agrees that it shall at all times keep the Equipment free from any legal process or lien whatsoever and agrees to give the Provider immediate notice if any legal process or lien is asserted or made against the Equipment.

12. **DAMAGE TO OR LOSS OF EQUIPMENT:** The Customer is responsible for any and all loss or damage to or theft of the Equipment. Normal wear and tear is expected. Damage for purposes of this Section includes, without limitation, damage to the casings or straps of the Equipment and any other damage which inhibits any part of the Equipment's ability to function properly or function at all, but excludes normal wear and tear. If the Equipment is damaged, lost or stolen while in the Customers possession, the Customer agrees to pay the Provider the full cost to repair or replace such Equipment based on the rates set forth in Schedule C. The determination of whether the Equipment must be repaired or replaced shall be made by the Provider. The Customer will be provided a detailed evaluation as to the findings of the condition of the Equipment and actions taken on any Equipment either repaired or replaced. The Provider shall immediately invoice the Customer for Equipment that is damaged, lost or stolen while in the Customers possession, upon notice to the Provider by the Customer that Equipment is damaged, lost or stolen or when the Provider has reason to know Equipment is damaged, lost or stolen, whichever occurs first. Invoices shall be proper invoices as defined in Sec. 7 and the Customer shall pay invoices as provided in Sec. 7.

13. **NON-DISCLOSURE OF PROPRIETARY INFORMATION:** The Customer acknowledges that it may obtain or have access to confidential and proprietary information of the Provider that is the sole and exclusive property of the Provider or other entities or persons affiliated with the Provider in connection with the provision of the Equipment, Monitoring, and Other Services described herein ("Proprietary Information") pursuant to the terms of this Agreement. Except as otherwise required by law, the Customer agrees to keep all such Proprietary Information confidential, to limit its use only in connection with the terms of this Agreement, and to protect it with at least the same level of protection that the Customer affords its own confidential and proprietary information. Without limiting the foregoing, the Customer expressly agrees, except as otherwise required by law, that the Customer shall treat as confidential and not disclose any of the Proprietary Information in any manner without the prior written authorization of the Provider. If the Customer is required by public records laws, other applicable law or regulation, or by legal process to disclose any Proprietary Information, the Customer agrees that it shall provide the Provider with reasonable prior written notice of such request to enable the Provider to seek a protective order or other appropriate remedy prior to disclosure. Should this Agreement be terminated for any reason whatsoever, the Customer shall, except as otherwise required by law, at the request of the Provider, either destroy or promptly deliver to the Provider all Proprietary Information, including all documents or other media containing Proprietary Information, including all copies, reproductions, summaries, analysis or extracts thereof, in the possession of the Customer, and the Customer shall certify to the Provider that the Customer has done so. The obligation to keep the Proprietary Information confidential pursuant to this Section shall survive the expiration or termination of this Agreement.

14. **WARRANTY: EXCEPT AS PROVIDED IN THIS AGREEMENT, THE PROVIDER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY IN CONNECTION WITH THIS AGREEMENT, EQUIPMENT, MONITORING AND OTHER SERVICES AND USER INTERFACES TO MONITORING SERVICES.** The Customer's sole remedy against the Provider for any failure whatsoever relating in any way to the use of the Equipment, Monitoring, and Other Services shall be limited to the replacement of the Equipment if applicable; provided that any such failure of Equipment, Monitoring, and

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Other Services was not caused by any act or omission on the part of the Customer. The Provider agrees to transfer to the Customer, to the extent permitted by law or applicable contracts, any warranties made to the Provider by a manufacturer or vendor of the Equipment.

- 15. INDEPENDENT CONTRACTOR:** The Provider agrees that it shall act in performance of this Agreement as an independent contractor. No agency, employment, joint venture, or partnership has been or will be created between the Parties hereto pursuant to the terms and conditions of this Agreement.

The Provider assumes all responsibility for any and all federal, state, municipal, or other tax liabilities, along with workers compensation, unemployment compensation, contributions to retirement plans, and/or insurance premiums which may accrue and/or become due as a result of compensation received for services and/or deliverables rendered and/or received under or pursuant to this Agreement.

The Provider and/or its officers, officials, employees, representatives, agents, and/or volunteers are not entitled to any benefits enjoyed by employees of the Court, the Board, or Delaware County, Ohio.

- 16. INDEPENDENT CONTRACTOR ACKNOWLEDGEMENT/NO CONTRIBUTION TO OPERS:** The Court, the Board, and Delaware County, Ohio (for purposes of this section collectively "County") are public employers as defined in R.C. § 145.01(D). The County has classified the Provider as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System ("OPERS") for or on behalf of the Provider and/or any of its officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Agreement. The Provider acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. If The Provider is an individual or has less than five (5) employees, the Provider, in support of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete and shall have each of its employees complete an OPERS Independent Contractor Acknowledgement Form ("Form"). The Form is attached hereto as Exhibit 1 and by this reference is incorporated as a part of this Agreement. The Court shall retain the completed Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

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

Derek Cassell
Chief Executive Officer
Track Group, Inc

- 17. PROVIDER RESPONSIBLE FOR ITS OWN ACTIONS:** The Provider agrees hold the Customer harmless and to be and shall be individually and solely responsible for its own negligence, actions, inactions, and/or omissions and/or the negligence, actions, inactions, and/or omissions of its board members, officials, officers, employees, agents, representatives, and/or volunteers resulting from the performance of this Agreement.
- 18. INFRINGEMENT:** The Provider shall pay all royalties, licensing, and registration fees permitting the Customer the free, uninterrupted, and unobstructed use of all and/or any portion of the Equipment, Monitoring, and/or Other Services which is/are owned, protected, licensed, trademarked, patented, non-patented, and/or copyrighted.

In the event that either of the Parties has or gains knowledge that use of the Equipment, Monitoring, and/or Other Services 1) actually or 2) potentially infringes on the ownership of any owned, protected, licensed, trademarked, patented, non-patented, and/or copyrighted software, product, or service ("Protected Item"), the Provider shall, as applicable, take all of the following actions:

- At no cost to the Customer, secure the rights to possess or use the infringing or potentially infringing Protected Item so that the Customer may continue to have free, uninterrupted, and unobstructed use of the Protected Item.
- If the Provider is unable to secure such rights to the Protected Item, the Provider shall immediately provide to the Customer, at no cost to the Customer, substitute Equipment, Monitoring, and/or Other Services that, in the sole opinion of the Customer, performs the same function and is of the same quality as the Protected Item or refund to the Customer the entire cost of the Agreement. In the event of such a substitution or refund, nothing shall prevent or limit the Customer from pursuing any action against the Provider for damages suffered by the Customer.

To the fullest extent of the law and without limitation, the Provider agrees to and shall indemnify and hold free and harmless the Customer, Delaware County, Ohio, and all of their respective board members, officers, officials, employees, volunteers, agents, and representatives (collectively "Indemnified Parties") from any and all actions, claims, suits, demands, judgments, damages, losses, costs, fines, penalties, fees, and expenses,

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including, but not limited to attorney's fees, arising out of or resulting from any infringement of any right to use, possess, or otherwise operate or have any owned, protected, licensed, trademarked, patented, non-patented, and/or copyrighted software, product, service, invention, process, article, or appliance manufactured, used, or possessed in the performance of the Agreement and/or in providing the Equipment, Monitoring, and/or Other Services, including the use or possession of the same by the Indemnified Parties both during and after the performance of the Agreement and/or providing the Equipment, Monitoring, and Other Services. The Provider agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that the Provider shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney's fees, costs, fines, penalties, fees, and expenses. The Provider further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that the Provider shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, fines, penalties, fees, and expenses, including, but not limited to attorney's fees.

19. **INSURANCE:** The Provider shall carry and maintain throughout the life of the Agreement such bodily injury and property damage liability insurance as will protect it and the Indemnified Parties against any and all claims for personal injury, including death, or property damage, which may arise out of or result from the performance of or operations under this Agreement or from the use of any vehicle(s) in connection therewith, and shall include coverage for indemnification as described above.

Prior to commencement of this Agreement, the Provider shall present to the Court current certificates of insurance, and shall maintain current such insurance during and throughout the entire term of this Agreement. Said insurance shall, at a minimum, be of a type which is customary in the industry and shall provide coverage in an amount that is both customary in the industry and equal to and covers all sums which the Provider may or shall become legally obligated to pay as damages. The Provider shall be responsible for any and all premiums for such policy(ies).

The Provider shall name the Board, the Court, and Delaware County, Ohio as additional insureds on such policies of insurance.

In addition to the rights and protections provided by the insurance policies as required above, the Customer shall retain any and all such other and further rights and remedies as are available at law or in equity.

20. **WORKERS COMPENSATION INSURANCE:** The Provider shall carry and maintain throughout the life of the Agreement Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed. The Provider shall be responsible for any and all premiums for such policy(ies). The Provider shall provide to the Court copies of such policies upon request.

21. **LIMITATION OF LIABILITY:** Notwithstanding any other provision of this Agreement, the Provider is not responsible for any injuries, damages, or losses to the Customer or to any other person or to any property, regardless of owner, caused by the misuse, improper activation, or improper maintenance of the Equipment, or the failure to connect to, or the inability to access user interfaces to Monitoring Services, or the failure to follow any instructions for or related to Monitoring Services or Other Services, other than any such injuries, damages or losses caused by the negligence of the Provider.

22. **ACKNOWLEDGEMENTS AND DISCLAIMER:** The Customer agrees with the following:

- A. The Customer agrees that the Equipment, Monitoring, and Other Services shall not prevent, nor are they intended to prevent, any Offender of the Customer from committing any harmful, tortuous, or illegal acts.
- B. The Customer further agrees that it may be possible for an Offender to remove the Equipment by unauthorized means.
- C. The Provider expressly disclaims any liability for any harmful, tortuous, or illegal acts committed by an Offender while using the Equipment, as well as any liability for any acts committed by an Offender who removes the Equipment and subsequently engages in any harmful, tortuous or illegal acts.
- D. The Customer agrees that use of the Equipment and Monitoring Services shall be reserved for those Offenders of the Customer who are considered to be minimal flight risks and minimal risks for commission of crimes or torts against person or property.

23. **FORCE MAJEURE:** The Parties shall be temporarily excused from performance and shall not be entitled to impose any penalty as a result of any delay in performance caused by reason of war, insurrection, strike, automobile fuel shortage, weather, explosion, act of God, order of Court or other public authority, or any other cause beyond the reasonable control of the Parties. Such excusal from performance shall continue until such *force majeure* ceases to exist or the Agreement is terminated as provided in this Agreement.

24. **TERMINATION:** This Agreement may be terminated as follows:

- A. **Termination for Convenience:**

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Either Party may terminate this Agreement for convenience at any time and for any reason upon delivering ninety (90) days written notice to the other Party.

The Parties may terminate this Agreement at any time and for any reason upon the mutual written consent of the Parties.

B. Breach or Default:

Upon breach or default of any of the provisions, obligations, or duties embodied in this Agreement, the aggrieved Party shall provide written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this Agreement may, at the election of the aggrieved Party, be immediately terminated.

Further, if the breaching or defaulting Party is the Customer, the Provider may require, with minimum fourteen (14) days prior written notice to the Customer, that the Customer return the Equipment to the Provider and that the Customer immediately pay to the Provider the remaining balance of any amounts due under this Agreement. If the Provider is required to track an Offender of the Customer to make demand on such Offender to repossess the Equipment after the notice period has expired, the Customer agrees to pay the Provider, immediately upon demand, the cost of repossession, storing, shipping, and repairing the Equipment.

The Parties acknowledge that the tracking and monitoring of an Offender of the Customer, which is facilitated by this Agreement, may be undertaken in conjunction with criminal/juvenile process against such Offender, or that such Offender of the Customer has voluntarily undertaken to use the Equipment in order to satisfy a criminal conviction/juvenile disposition or plea agreement, or to avoid incarceration. The Provider agrees that in effecting redelivery or repossession of the Equipment from any Offender, it shall coordinate with the Customer and/or with other law enforcement.

The Parties retain and may, without limitation, exercise any and all available administrative, contractual, equitable or legal remedies.

C. Bankruptcy:

A Party may immediately terminate this Agreement if a voluntary or involuntary bankruptcy, receivership, or other similar action is filed against the other Party. In such event, the Party seeking to terminate shall provide written notice of such termination to the other Party as soon as possible.

D. Waiver:

The waiver of any occurrence of breach or default is not and should not be interpreted as a waiver of any such subsequent occurrences. The Parties retain and may, without limitation, exercise any and all available administrative, contractual, equitable or legal remedies. If a Party fails to perform an obligation or obligations under this Agreement and such failure(s) is (are) waived by the other Party, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by any of the Parties shall be authorized in writing and signed by an authorized representative(s) of the waiving Party. In the case of the Customer, any waiver shall be approved by the Court.

Termination pursuant to this Section shall relieve the Parties of any and all further obligations under this Agreement, except a) that the Provider shall be entitled to receive compensation for any Equipment, Monitoring, and/or Other Services satisfactorily provided or performed hereunder through the date specified on the notice as the effective date of termination and b) those obligations imposed on the Provider by Sections 17 and 18 of this Agreement and/or by any other Section or provision of this Agreement that expressly survives termination.

If the Agreement is terminated pursuant to this Section, the Provider shall have no cause of action against the Court, the Board, or Delaware County, Ohio except for a cause of action for non-payment for Equipment, Monitoring, and/or Other Services provided, rendered, or performed prior to the effective date of termination, to recover Equipment not returned to the Provider, or other remedies as otherwise expressly provided in this Section. In no event will the Court, the Board, or Delaware County, Ohio be obligated to pay for any Equipment, Monitoring, or Other Services not actually provided, rendered, or performed by the Provider.

- 25. ASSIGNMENT:** The Provider may at any time, with prior written notification to the Customer, sell, assign, or transfer its rights, benefits and obligations under this Agreement or the Provider's ownership of the Equipment. The Parties agree that in the event of such sale, assignment, or transfer that the assignee or buyer shall assume all rights, benefits and obligations of the Provider under this Agreement and that such sale, assignment, or transfer shall not change the duties or obligations of the Parties under this Agreement.
- 26. SUBCONTRACTING:** The Provider may, with prior written notification to the Customer, subcontract any portion of this Agreement. If any portion of this Agreement is subcontracted, the Provider shall continue

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to act as the prime contractor for the entire Agreement, including the subcontracted portion, and shall continue to assume full responsibility for the performance of the Agreement, including the subcontracted portion. The Provider will remain the sole point of contact and shall be ultimately responsible for the performance of the entire Agreement, including the subcontracted portion.

27. **CIVIL RIGHTS/NON-DISCRIMINATION:** All contracts with Delaware County, Ohio must contain and all contractors with Delaware County, Ohio must agree to enter a contract containing language similar to that contained in R.C. § 125.111, which requires the following:

Every contract for or on behalf of the state or any of its political subdivisions for any purchase shall contain provisions similar to those required by R.C. § 153.59 in the case of construction contracts by which the contractor agrees to both of the following:

- A. That, in the hiring of employees for the performance of work under the contract or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in R.C. § 4112.01, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates;
- B. That no contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status as defined in R.C. § 4112.01, national origin, or ancestry.

All contractors from whom the state or any of its political subdivisions make purchases shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as referred to in R.C. § 122.71(E)(1). Annually, each such contractor shall file a description of the affirmative action program and a progress report on its implementation with the equal employment opportunity office of the department of administrative services.

By signature attached to Exhibit 2 (Non-Discrimination/Equal Opportunity/Civil Rights), by this reference made a part of and incorporated within this Agreement, the Provider certifies that it currently does and shall for the term of this Agreement comply with all of the above requirements, any and all applicable federal, state, and local laws regarding non-discrimination, equal opportunity employment, and civil rights and any applicable County policies and will not in any way discriminate.

28. **ACCESSIBILITY OF PROGRAMS TO THE DISABLED/HANDICAPPED:** The Provider shall make all Equipment, Monitoring, and/or Other Services provided pursuant to this Agreement accessible to the disabled/handicapped. The Provider shall comply with any and all federal, state, and local laws mandating accessibility and Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto.
29. **DRUG FREE ENVIRONMENT:** The Provider agrees to comply and certifies compliance with all applicable state and federal laws regarding drug-free environment and shall have established and have in place a drug free workplace policy. The Provider shall make a good faith effort to ensure that all of its and any of its providers officials, officers, employees, agents, representatives, volunteers, and/or servants will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.
30. **ACCESS TO RECORDS:** Upon a showing of reasonable cause, during regular business hours, with reasonable notice of at least 5 business days, and as often as the Customer, the Comptroller General of the United States, the State, or other agency or individual authorized by the Customer may deem necessary, the Provider shall make available to any and/or all the above named parties or their authorized representatives, all subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, writings, documents and all other information or data relating to all matters covered by this Agreement (collectively "Records"). The Customer and the above named parties shall be permitted by the Provider to inspect, audit, make excerpts, photocopies and/or transcripts of any and all Records.
31. **RETENTION OF RECORDS:** The Provider, for a minimum of three (3) years after reimbursement/compensation for services rendered under this Agreement, agrees to retain and maintain, and assure that all of its subcontractors retain and maintain, all Records. If an audit, litigation, or other action is initiated during the term of this Agreement, the Provider shall retain and maintain, and assure that all of its subcontractors retain and maintain, such Records until the action is concluded and all issues are resolved or the three (3) years have expired, whichever is later.
32. **CAMPAIGN FINANCE – COMPLAINT WITH R.C. § 3517.13:** Ohio Revised Code Section 3517.13 I(3) and J(3) require that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized

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under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in said sections of the Revised Code are in compliance with the applicable provisions of R.C. § 3517.13. The Provider, therefore, is required to complete the attached certificate/affidavit entitled "Certification/Affidavit in Compliance With O.R.C. Section 3517.13." Failure to complete and submit the required aforementioned certificate/affidavit with the Agreement will prohibit the Customer from entering, proceeding with, and/or performing the Agreement. Such certification is attached to this Agreement as Exhibit 3 and by this reference is incorporated into and made a part of this Agreement.

33. **CERTIFICATION REGARDING FINDINGS FOR RECOVERY:** The Provider hereby certifies that it is not subject to any current unresolved findings for recovery pending with or issued by the Ohio Auditor of State.

Derek Cassell
Chief Executive Officer
Track Group, Inc

34. **CERTIFICATION REGARDING PERSONAL PROPERTY TAXES:** The Provider 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.

Derek Cassell
Chief Executive Officer
Track Group, Inc

35. **COMPETITIVE BIDDING NOT REQUIRED:** Consistent with, including, but not limited to, R.C. § 307.86 and the requirements of such statute, this Agreement is not required to be competitively bid. The Court does not desire to competitively bid this contract.
36. **DRAFTING:** This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
37. **CONFLICT OF INTEREST:** The Provider is unaware of and certifies that there are no conflicts of interest, either involving it or its employees, that would prohibit the Provider from entering this Agreement and agrees to immediately notify the Provider when and if it becomes aware of any actual or potential conflict(s) of interest that arise during the term of the Agreement.
38. **WAIVER:** The Parties acknowledge and agree that any delay or failure by either Party to enforce its rights under this Agreement does not prevent it from enforcing any rights at a later time.
39. **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.
40. **BENEFIT OF CONTRACT:** This Agreement is intended for the exclusive benefit of the Provider, the Customer, and their respective permitted assigns, and is not intended and shall not be construed as conferring any benefit on any third party or the general public.
41. **PRONOUNS:** All pronouns shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or entity to which reference is made may require.
42. **SEVERABILITY:** The provisions of this Contract are severable and independent, and if any such provision shall be unenforceable in whole or in part, the remaining provisions and any partially enforceable provisions, to the extent enforceable, shall nevertheless be binding and enforceable.
43. **HEADINGS:** The headings used in this Agreement are for convenience only and shall not be used to limit or construe the contents of any of the sections of this Agreement.
44. **NOTICES:** All notices which may be required by this Agreement or by operation of any rule of law shall be hand delivered, sent via certified United States Mail, return receipt requested, sent via a nationally recognized and reputable overnight courier, return receipt requested, or via email or facsimile, confirmation of receipt, to the following individuals at the following addresses or facsimile numbers and shall be effective on the date received:

Customer:
Karen Wadkins

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Fiscal Coordinator
 Delaware County, Ohio
 Juvenile Court
 140 North Sandusky Street, Ground Floor
 Delaware, Ohio 43105

Email: kwadkins@co.delaware.oh.us
 Fax: (740) 833-2599

Provider:

Derek Cassell
 Chief Executive Officer
 Track Group, Inc
 200 East 5th Avenue
 Suite 100
 Naperville, Illinois 60563

Email: derek.cassell@trackgrp.com

Fax: (630)428-2748

45. NO EXCLUSIVITY: Provider shall not be the exclusive provider of the Equipment, Monitoring, and Other Services to the Court. The Court, in its sole discretion, may utilize other contractors to perform/provide the same or similar Equipment, Monitoring, and Other Services.

46. AUDITS: Provider agrees to submit to audit and accept responsibility for receiving, replying to, and/or complying with any audit exception by any appropriate federal, state, local, or independent audit authority. Provider agrees to reimburse the Court the amount of any identified audit exception.

47. INCORPORATION OF ATTACHMENTS: By this reference, the following attachments are hereby incorporated into and made a part of this Agreement:

Schedules:

- Schedule A: 2018-2019 Track Group, Inc Equipment Lease Rates
- Schedule B: 2018-2019 Track Group, Inc Consumable Costs
- Schedule C: 2018-2019 Track Group, Inc Equipment Replacement Costs

Exhibits:

- Exhibit 1: OPERS Independent Contractor Acknowledgement Form
- Exhibit 2: Non-Discrimination / Equal Opportunity / Civil Rights
- Exhibit 3: Certification/Affidavit in Compliance with O.R.C. Section 3517.13

48. ENTIRE AGREEMENT: This Agreement (and its Attachments) shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements, whether written or oral, between the Parties relating to the subject matter hereof, and may only be amended in writing with the signed mutual consent and agreement of the Parties. The Customer acknowledges that on behalf of the Provider only an officer of the Provider is authorized to approve amendments to this Agreement. The Provider acknowledges that on behalf of the Customer only the Board and Court are authorized to approve amendments to this Agreement.



49. SIGNATURES: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement and/or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and by so signing has authority to bind and does bind the party he/she represents to any and all terms of this Agreement.

50. COUNTERPARTS: This Agreement may be executed in counterparts.

**SCHEDULE "A"
Pricing Schedule Electronic Monitoring Products**

Product	Product Description	Daily Lease Price
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 <p>ReliAlert™ XC3 One Piece GPS Device</p>	<p>ReliAlert™ XC3 GPS Monitoring Level:</p> <p>Active with MC - includes 1or 5 minute tracking and 1 or 5 minute reporting intervals. Additionally, 2/3 way voice communication to the device and Monitoring Center intervention on violations.</p>	<table border="1"> <tr> <th colspan="2">Daily Lease Rate</th> </tr> <tr> <td>1+</td> <td>\$6.00</td> </tr> </table>	Daily Lease Rate		1+	\$6.00
Daily Lease Rate						
1+	\$6.00					
 <p>Shadow™ One Piece GPS Device</p>	<p>Shadow™ GPS Monitoring Level:</p> <p>Active with MC - includes 1minute tracking and 1 minute reporting intervals. Additionally, Monitoring Center intervention on violations.</p>	<table border="1"> <tr> <th colspan="2">Daily Lease Rate</th> </tr> <tr> <td>1+</td> <td>\$5.00</td> </tr> </table>	Daily Lease Rate		1+	\$5.00
Daily Lease Rate						
1+	\$5.00					

Overstock Units: The rates set forth above include a minimum of (3) spare units at all times. Units that exceed the shelf allowance will be billed at a reduced idle rate of \$1.50 per device per day.

Shipping: The rates set forth above include 3-5 day ground shipping.

Rate Guarantee: The rates set forth above are guaranteed for the initial Term, but is subject to change for any renewal Term, if Provider provides notice of any such proposed change in rate to Customer at least thirty (30) days prior to the expiration of the Term. Such increased rate shall become effective as of the renewal Term unless Customer provides notice of its intent to terminate the Agreement as provided in Section 1 of this Agreement.

**SCHEDULE “B”
Pricing Schedule and Consumables Costs**

Product	Cost
ReliAlert™ XC3 Standard Straps	\$11.00 each (over the 4 per device per year allotment)
ReliAlert™ XC3 SecureCuff	\$35.00 each
ReliAlert™ XC3 Cosmetic Security Caps	No Charge
ReliAlert™ XC3 Security Screws	No Charge
ReliAlert™ XC3 Installation Torque Driver	\$33.00 each (over the 1 for every 10 units, 1 per agency minimum)
Shadow™ Straps	\$11.00 each (over the 4 per device per year allotment)
Shadow™ Security Pins	No Charge
Shadow™ Strap Removal Tool	\$25.00 each (over the 1 for every 10 units, 1 per agency minimum)
RF Beacon for ReliAlert™ XC3 or Shadow™ device	\$75.00 each

**SCHEDULE “C”
Pricing Schedule Replacement Costs**

Product	Cost
ReliAlert™ XC3 Device	No Charge to Customer (Replacement Cost \$900.00)
Shadow™ Device	No Charge to Customer Replacement Cost \$600.00)
ReliAlert™ XC3 Power Adapter	No Charge to Customer (Replacement Cost \$25.00)
Shadow™ Power Adapter	No Charge to Customer (Replacement Cost \$25.00)

Loss/Damage/Stolen Devices: The rates set forth includes 100% loss and damage coverage on all devices. The Customer will have no financial responsibility but the Provider respectfully requests that the Customer seeks restitution from the offenders if intentional loss or damage occurs. The replacement rates are listed above. In order to avoid paying idle rates, the Customer will need to submit a lost and damage form to the Provider per

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occurrence.

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

11

RESOLUTION NO. 18-828

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATION FOR VICTIM SERVICES:

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

Transfer of Appropriation

From:	To:	
27423613-5301	27423613-5201	\$750.00
VOCA/Services	VOCA/Supplies	

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

12

RESOLUTION NO. 18-829

IN THE MATTER OF AUTHORIZING THE ACCEPTANCE OF AN AWARD FROM THE DELAWARE-MORROW MENTAL HEALTH AND RECOVERY SERVICES BOARD FOR THE TOGETHER EVERYONE ACHIEVES MORE (TEAM MENTORING PROGRAM FOR DELAWARE COUNTY JUVENILE AND PROBATE COURT):

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

Grant #	TEAM (Together Everyone Achieves More) Mentoring
Source:	Delaware-Morrow Mental Health & Recovery Services Board
Grant Period:	07-01-2018 thru 06-30-2019
Grant Amount:	\$35,700.00
Local Match:	<u>0.00</u>
Total Grant Amount:	\$35,700.00

This grant strives to reduce the delinquent and unruly behaviors of youth, ages 10 to 14, through role-modeling and advocacy services provided by trained adult mentors, who expose youth to positive activities, alternatives to substance abuse, new life experiences and education.

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

13

RESOLUTION NO. 18-830

IN THE MATTER OF AUTHORIZING THE SUBMITTING OF AN APPLICATION TO THE OHIO ATTORNEY GENERAL – VICTIMS OF CRIME ACT FOR THE VICTIM SERVICES PROGRAM AND THE COURT APPOINTED SPECIAL ADVOCATE PROGRAM FOR DELAWARE COUNTY JUVENILE AND PROBATE COURT:

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

VOCA – Victim Services

Grant #	VOCA – Victim Services
Source:	Ohio Attorney General – Victims of Crime Act
Grant Period:	10/01/2018 – 09/30/2019
Grant (VOCA) Amount:	\$83,155.00
Grant (SVAA) Amount:	\$21,986.56
Local Cash Match:	\$16,201.25
Local In-Kind Match:	<u>\$4,587.50</u>
Total Grant Amount:	\$125,930.31

The Victim Services program was established for the Delaware County Juvenile Court in 1987 to provide information and support for victims of juvenile crime and to ensure that case related decisions include greater consideration for the victim. The program is committed to providing services and support to victims by informing them of their rights, providing information regarding the Court’s legal process, attending court hearings with or on behalf of the victim, arranging support for personal and emotional needs, and attempting to help recover any financial losses. Delaware County continues to experience one of the fastest growth rates in

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the nation, with a 78.6% population increase from 109,992 in 2000 to 196,463 in 2016. Over 27% of that population is under age 18. From October 1, 2015 to September 30, 2016, there were nearly 200 reported victims of juvenile crime in Delaware County referred to the Victim Services Program. The Delaware County Juvenile Court Victim Services Program is the only agency that serves victims of juvenile crime in Delaware County. Since 2015, the court has been successful in closing more than 100 open restitution cases and returning nearly \$10,000 to victims of juvenile crime.

VOCA – Court Appointed Special Advocate

Grant #	VOCA – Court Appointed Special Advocate
Source:	Ohio Attorney General – Victims of Crime Act
Grant Period:	10/01/2018 – 09/30/2019

Grant (VOCA) Amount:	\$285,851.36
Grant (SVAA) Amount:	\$1,918.00
Local Cash Match:	\$0.00
Local In-Kind Match:	<u>\$72,100.34</u>
Total Grant Amount:	\$357,951.70

CASA provides a voice for the child victim. Victims, especially children, are often ignored, and can fall through the cracks during their involvement in the child welfare and judicial system. CASA advocates are the eyes and ears of the court, and fight for the best interests of the child victims. Research shows that the children served by a CASA are placed in safe and permanent home sooner, are less likely to spend time in long-term foster care, receive a higher number of court-ordered services, and are more likely to be adopted. The one common factor most likely to predict the success of at-risk children in the presence of at least one consistent, concerned adult in their life. In Delaware and Union counties, this consistent, concerned adult can be a trained and knowledgeable CASA volunteer advocate. Almost all CASA cases have one consistent advocate throughout the life of the case. Volunteers are asked to advocate for the child through the entire time the child is in the child welfare system, from a preliminary shelter care hearing to permanence, whether that is reunification, legal custody to a relative, or adoption. The average length of a child welfare case is 18 months, and Delaware County volunteers average a service time of 36 months. This consistency is only possible through continued training and support by CASA staff. In this grant cycle the expected outcome measurements include: 20 new volunteers serving Delaware and Union Counties, 100% of CASA volunteers participate in monthly in-service trainings, 5 CASA Volunteers will be serving the aging out population as a Fostering Futures CASA/Mentor, 90% of children will be safe while under court jurisdiction, 80% of children will live in a permanent, safe family home when their case is closed.

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

14

RESOLUTION NO. 18-831

IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH QUALITY CONTROL INSPECTION, INC. FOR ON-CALL CONSTRUCTION INSPECTION SERVICES:

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

WHEREAS, the Sanitary Engineer recommends approval of an agreement with Quality Control Inspection, Inc., to perform on-call construction inspection services;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio, hereby approves the following agreement with Quality Control Inspection, Inc.:

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this 26th day of July, 2018, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Quality Control Inspection, Inc. (“Consultant”), hereinafter collectively referred to as the “Parties”, and shall be known as the “Agreement.”

1 SERVICES PROVIDED BY CONSULTANT

- 1.1 The Consultant will provide “Services” in connection with the following “Project”:
On-call construction inspection services (2018 & 2019)
- 1.2 The Consultant 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.

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- 1.3 Services shall be rendered by the Consultant in accordance with the following documents, by this reference made part of this Agreement:
Exhibit A – Scope of Services
Exhibit B – Fee Schedule

2 SUPERVISION OF SERVICES

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Sanitary Engineer (“Sanitary Engineer”) as the Project Manager and agent of the County for this Agreement.
- 2.2 The Sanitary Engineer or his designee 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 Consultant, shall supersede all prior understandings and agreements relating to the Project, 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 Fee Schedule noted in Section 1.3.
- 4.2 For all services described in the Scope of Services and Fee Schedule, except “If Authorized” tasks, the fee shall be as set forth in Exhibit B.
- 4.3 For all Services identified in the Scope of Services and Fee Schedule as “If Authorized” tasks, the fee for each authorized task shall be the fee specified in the Fee Schedule for said task. “If Authorized” tasks shall only be performed upon written Notice from the Sanitary Engineer. The total fee for all “If Authorized” tasks shall not exceed the amount set forth in Exhibit B for such Services.
- 4.4 Total compensation under this Agreement shall not exceed Eighty Thousand Dollars and Zero Cents (\$80,000.00) without subsequent modification.
- 4.5 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 tasks as set forth in the Scope of Services.

5 NOTICES

- 5.1 “Notices” issued under this Agreement shall be served to the parties listed below in writing. The parties may use electronic communication for the purposes of general communication; however, e-mail shall not be used to transmit Notices.

Sanitary Engineer:

Name: Delaware County Sanitary Engineer’s Office
Attn: Bill Clevenger

Address: 50 Channing Street, Delaware, Ohio 43015

Telephone: (740) 833-2240

Email: bclevenger@co.delaware.oh.us

Consultant:

Name of Principal in Charge: Mark Pace, Director of Business Development

Address of Firm: 2800 Corporate Exchange Drive

City, State, Zip: Columbus, Ohio 43231

Telephone: (614) 898-9800

Email: mpace@qcggroup.com

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6 PAYMENT

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Consultant and approved by the Sanitary Engineer and on the calculated percentage of Services performed to date in accordance with the Consultant's Fee Schedule.
- 6.2 Invoices shall be submitted to the Project Manager by the Consultant 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 Consultant 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 OF SERVICES, DELAYS AND EXTENSIONS

- 7.1 The Consultant shall commence Services upon written Notice to Proceed ("Authorization") by the Sanitary Engineer and shall complete the Services no later than July 31, 2019.
- 7.2 Consultant shall not proceed with any "If Authorized" tasks without written Authorization.
- 7.3 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the Sanitary Engineer 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 Consultant shall immediately suspend or terminate Services, as ordered by the County.
- 8.2 In the case of Termination, the Consultant 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 CHANGE/ADDITIONS IN SCOPE OF SERVICES

- 9.1 In the event that significant changes to the Scope of Services are required during performance of the Services, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall be approved by both parties.

For services in addition to those included in Section 1 as authorized or "if authorized", a scope and fee shall be negotiated and agreed to by both parties prior to performance of the services. This Agreement shall be modified or amended in writing with the mutual consent and agreement of the parties prior to performance of the additional services.

10 OWNERSHIP

- 10.1 Upon completion or termination of the Agreement, the Consultant shall provide copies, if so requested, to the County of all documents or electronic files produced under this Agreement
- 10.2 The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement.
- 10.3 This section does not require unauthorized duplication of copyrighted materials.

11 CHANGE OF KEY CONSULTANT STAFF; ASSIGNMENT

- 11.1 The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or sub-consultants assigned to the Services as contemplated at the time of executing this Agreement.
- 11.2 The Consultant shall not assign or transfer this Agreement, or any of the rights, responsibilities, or remedies contained herein, to any other party without the express, written consent of the County.

12 INDEMNIFICATION

- 12.1 The Consultant 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

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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 Consultant, 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.

13 INSURANCE

- 13.1 General Liability Coverage: Consultant 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.
- 13.2 Automobile Liability Coverage: Consultant 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.
- 13.3 Workers' Compensation Coverage: Consultant 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.
- 13.4 Professional Liability Insurance: Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the Preliminary Engineering services hereunder plus three (3) years following any additional services provided for Final Engineering, services during construction, or other professional services, providing such insurance is readily available at reasonable prices. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 13.5 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 13.1 and 13.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 13.6 Proof of Insurance: Prior to the commencement of any Services under this Agreement, Consultant, 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. Consultant will replace certificates for any insurance expiring prior to completion of Services under this Agreement.

14 MISCELLANEOUS TERMS AND CONDITIONS

- 14.1 Prohibited Interests: Consultant 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. Consultant 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.
- 14.2 Independent Contractor: The Parties acknowledge and agree that Consultant 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. Consultant also agrees that, as an independent contractor, Consultant 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. **Consultant 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.**
- 14.3 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.
- 14.4 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.
- 14.5 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

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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.

- 14.6 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.
- 14.7 Findings for Recovery: Consultant certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 14.8 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.
- 14.9 County Policies: The Consultant shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Consultant 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 Consultant 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.
- 14.10 Drug-Free Workplace: The Consultant 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 Consultant 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.
- 14.11 Non-Discrimination/Equal Opportunity: Consultant 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.

Consultant 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.

Consultant 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.

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

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

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RESOLUTION NO. 18-832

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR CAPRI GARDENS- SKILLED CARE SANITARY MAIN EXTENSION:

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve the following sanitary sewer improvement plans for submittal to the Ohio EPA for their approval.

WHEREAS, the Sanitary Engineer recommends approval of the sanitary sewer improvement plans for Capri Gardens –Skilled Care Sanitary Main Extension;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the sanitary sewer improvement plans for Capri Gardens – Skilled Care Sanitary Main Extension for submittal to the Ohio EPA for their approval.

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

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RESOLUTION NO. 18-833

IN THE MATTER OF RE-APPOINTING MEMBERS TO THE JOB AND FAMILY SERVICES COMMUNITY PLANNING COMMITTEE:

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

WHEREAS, the Ohio Revised Code requires a Job and Family Services Community Planning Committee whose membership is a broad representation of the groups of individuals and public and private entities that have an interest in social services and workforce development services provided in the county; and

WHEREAS, the Community Planning Committee may consult with the Commissioners and make recommendations regarding social services and workforce development services provided in the county with regard to state and local funds, establishment of goals to be achieved, evaluation of the outcomes of programs, and any other matter the commissioners consider relevant to the provisions of social services and workforce development programs; 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 reappoint current members of the Delaware County Job and Family Services Community Planning Committee;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the re-appointment of the following members to the Delaware County Job and Family Services Community Planning Committee for the terms specified herein:

Re-Appointee	Term Ends
Stephen Hrytzik	October 4, 2021
Heidi Kegley	October 4, 2021
Andrew Miller	October 4, 2021
Robert Penrod	October 4, 2021

BE IT FURTHER RESOLVED that the re-appointments approved herein shall take effect on October 5, 2018.

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

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RESOLUTION NO. 18-834

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

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

WHEREAS, on August 16, 2007, the Delaware County Board of Commissioners (the "Board of Commissioners") adopted Resolution No. 07-985, establishing the NorthStar New Community 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 Authority Board of Trustees, pursuant to Resolution No. 07-985 and section 349.04 of the Revised Code;

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

Section 1. The Board of Commissioners hereby approves the re-appointment of the following citizens to the NorthStar New Community Authority Board of Trustees for the terms specified herein:

Position	Appointee	Term Ends
Citizen Member	Glenn Evans	August 15, 2020
Citizen Member	Howard Heffelfinger	August 15, 2020

Section 2. The appointments approved herein shall be effective August 16, 2018.

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

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RESOLUTION NO. 18-835

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

It was moved by Mrs. Lewis, seconded by Mr. Benton 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, 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 reappoint a current member of 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 of Commissioners hereby approves the following re-appointment to the Sunbury Meadows Community Development Authority Board of Trustees:

Position	Appointee	Term Ends
Local Government Representative	Timothy Hackworth	August 9, 2020

Section 2. The re-appointment of Mr. Hackworth shall be effective August 10, 2018.

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

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**MICHAEL FROMMER, COUNTY ADMINISTRATOR
RECOGNITION OF JASON WATTS AND MARSHALL YARNELL,
AWARDS FOR THEIR OUTSTANDING ACHIEVEMENTS IN THE
WASTEWATER OPERATIONS AND MAINTENANCE FIELD**

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ADMINISTRATOR REPORTS

-No reports

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COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Lewis

- Met with Commissioner O’Grady, Ken Wilson (Franklin County Administrator), Suzanne Dulaney (CCAO), and Rick Lewis (Ohio School Board Association) yesterday concerning a School Security & Safety Summit to be held at the Greater Columbus Convention Center on September 12th from 8:30-4:30.
- Would like to thank the OSU Master Gardeners for a great job on the planters out front.

Commissioner Benton

- Tonight is the Taste of Powell at the Columbus Zoo starting at 6:00 PM.
- There will be a legislative update tomorrow morning.

Commissioner Merrell

- Regional Planning will take place this evening.
- Will be speaking at the Sunbury Chamber of Commerce is holding their quarterly breakfast tomorrow.
- Thank you to all of those employed at the Regional Sewer District for all of the hard work you do for the county.

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RESOLUTION NO. 18-836

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

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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 employment; compensation of a public employee or public official.

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

RESOLUTION NO. 18-837

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Benton, seconded by Mrs. Lewis 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