

**COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 13, 2019**

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

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

1
RESOLUTION NO. 19-562

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 10, 2019:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on June 10, 2019; 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

3
RESOLUTION NO. 19-563

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0612, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0612:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0612, memo transfers in batch numbers MTAPR0612 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
P1901252 (VARIOUS DAY CARES)	JFS CHILD CARE SERVICES	22511607-5348	\$10,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Line Account</u>	<u>Amount</u>
R1903558	CITY OF DELAWARE	BUILDING PERMIT - HISTORIC COURTHOUSE	42011438 - 5410	\$5,948.06

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

4
RESOLUTION NO. 19-564

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Data Center is requesting that Jason Montgomery attend a Hyland User Conference in Cleveland, Ohio from September 14-20, 2019 at the cost of \$4,254.00.

The Administrative Services Department is requesting that Dana Bushong and Matt Brown attend a NPELRA Costing Academy in Columbus, Ohio June 20, 2019; at the cost of \$598.00. (fund number 10011108)

The Administrative Services Department is requesting that Dawn Huston, Brad Euans, Dana Bushong and Matt Brown attend an OHPELRA "Nuts and Bolts Workshop" in Lancaster, Ohio June 21, 2019; at no cost.

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

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RESOLUTION NO. 19-565

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

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

WHEREAS, the County Juvenile Court recommends approval of the agreement between the Delaware County Board of Commissioners, the Delaware County Juvenile Court, and Track Group, Inc. for Monitoring and Associated Services for Delaware County;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the agreement between the Delaware County Board of Commissioners, the Delaware County Juvenile Court, and Track Group, Inc. for Monitoring and Associated Services for Delaware County:

**2019-2020 AGREEMENT FOR MONITORING
AND ASSOCIATED SERVICES**

This Agreement for Monitoring and Associated Services ("Agreement") is made and entered into this 13th day of June, 2019 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 145 North Union 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, (individually "Party," collectively "Parties").

PREAMBLE

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.

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:

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, 2019 and continue through July 31, 2020 ("Initial Term").
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 ("Renewal Term"). The amount of this Agreement and any and all renewals shall not exceed an aggregate total of \$49,999.00.
4. **CONTINUED POSSESSION OF EQUIPMENT:** Continued possession of the Equipment by the Customer more than 10 days past the end of the Initial Term or any Renewal Term of this Agreement shall obligate the Customer to payment of additional daily rental payments for the Equipment as set forth in Schedule A, until such time as the Equipment is returned to the Provider. The Customer shall not be charged any rental during the 10 day return grace period. The Customer understands that no Monitoring Services will be provided by Provider after the expiration or termination date and during the 10 day return grace period.
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 identified and as specified in Schedule A.
 - B. As needed or requested by the Customer, the Provider shall provide/render to the Customer optional/consumable Equipment identified and as specified in Schedule B.

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- C. The Provider shall provide/render 100% coverage for all lost, stolen, or damaged Equipment indicated and as specified in Schedule C.

All Equipment shall be shipped by the Provider to the Customer. The risk of loss during shipping shall remain with the Provider. The rates set forth in the schedules attached to this Agreement include 3-5 day ground shipping. The Customer shall not be required to pay for shipping.

Upon expiration or termination of this Agreement or any renewal, all Equipment shall be returned to the Provider within 10 days of the expiration or termination date. Customer shall be responsible for return shipping costs.

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 for any optional/consumable equipment needed or requested by the Customer at the rates set forth in Schedule B. No additional cost shall be assessed to the Customer for the 100% coverage for all lost, damaged, or stolen equipment indicated and as specified in Schedule C, however, the Customer shall, if the Customer deems appropriate, seek restitution from Offenders of the replacement costs shown on Schedule C if the loss, damage, or theft was intentionally caused by or the fault of the Offender. 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, if applicable, 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 (attached);
 - 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
145 North Union 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 by the Court 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 \$35,000.00 or (2) the amount of actual Equipment, Monitoring, and Other Services rendered/provided 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 \$35,000.00.
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/renderers to the Customer pursuant to this Agreement. Proof of such tax exempt status shall be provided to the Provider by the Customer upon request.
10. **RATE CHANGES:** The rates set forth in the Schedules attached to this Agreement are guaranteed for the Initial Term, but are subject to change for any Renewal Term, if Provider provides notice of any

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such proposed change in rate to Customer at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term. Such increased rate shall only become effective for any the Renewal Term, if the Agreement is renewed.

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, LOSS, OR THEFT OF EQUIPMENT:** The rates set forth in the Schedules attached to this Agreement include 100% loss, damage, and/or theft coverage on all Equipment. The Customer shall have no financial responsibility for lost, damaged, or stolen Equipment. However, the Customer shall, if the Customer deems appropriate, seek restitution from Offenders of the Equipment replacement costs shown on Schedule C if the loss, damage, or theft was intentionally caused by or the fault of the Offender.

13. **CONFIDENTIALITY:** The Customer acknowledges that it may obtain or have access to confidential and/or 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 ("Proprietary Information"). 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. Upon expiration of any Term of this Agreement or should this Agreement be terminated for any other 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, analyses 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 or re-performance of the Monitoring or Other Services; provided that any such failure of Equipment, Monitoring, and 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 board members, 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 board members, officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this

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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. INDEMNITY:** To the fullest extent of the law and without limitation, Provider agrees to and shall indemnify and hold free and harmless the Court, the Board, Delaware County, Ohio, and all of their respective boards, board members, officers, officials, directors, 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, including, but not limited to attorney's fees, arising out of or resulting from any accident, damage, injury, bodily injury, sickness, disease, illness, death, or occurrence, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to Provider's or any subcontractor's performance of this Agreement or the actions, inactions, or omissions of Provider or any subcontractor, including, but not limited to the performance, actions, inactions, or omissions of Provider's or any subcontractor's boards, board members, officers, officials, directors, employees, volunteers, agents, or representatives. Provider agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that 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, and expenses. Provider further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that 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.
- 18. INFRINGEMENT:** The Provider shall pay all royalties, licensing, and registration fees permitting the Customer 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 equipment, hardware, software, product, service, invention, process, article, or appliance (collectively "Protected Item"), the Provider shall, as applicable, take all of the following actions:

- At no cost to the Customer, secure the rights to possess and/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 Indemnified Parties from any and all actions, claims, suits, demands, judgments, damages, losses, costs, fines, penalties, fees, and expenses, 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 Protected Item manufactured, used, operated, owned, leased, 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,

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costs, fines, penalties, fees, and expenses, including, but not limited to attorney's fees.

- 19. INSURANCE:** The Provider shall carry and maintain throughout the Term of the Agreement, without lapse, such bodily injury and property damage general liability insurance and vehicle 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 or is required by law, whichever is the greater standard, and shall provide coverage in an amount that is both customary in the industry or required by law, whichever is the greater standard, and equal to and covering 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 Term of the Agreement, without lapse, 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.

- 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 expires or is terminated as provided in this Agreement.

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

A. Termination for Convenience:

The Court may terminate this Agreement for convenience at any time and for any reason upon delivering ninety (90) days written notice to the Provider.

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:

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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 for failure to pay, 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 first coordinate such actions 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. 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. The Court shall retain and may, without limitation, exercise any and all available administrative, contractual, equitable or legal remedies.

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 consent of the Customer, such consent not to be unreasonably withheld, subcontract any portion of this Agreement. If any portion of this Agreement is subcontracted, the Provider shall continue 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 terms of this Agreement shall be incorporated in any subcontract and the subcontractor shall be bound by all terms of this Agreement. 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

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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 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 local, 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 board members, officials, officers, employees, agents, representatives, and/or volunteers will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- 30. ACCESS TO RECORDS:** At any time, during regular business hours, with reasonable notice, 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, at no cost to the Customer, 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 – COMPLIANCE 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 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

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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 Customer 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 and such courts shall be deemed to have jurisdiction and venue. The Provider hereby irrevocable consents to such applicable law, venue, and jurisdiction.
- 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, confirmation of receipt, to the following individuals at the following addresses and shall be effective on the date sent:

Customer:

Karen Wadkins
Fiscal Coordinator
Delaware County, Ohio
Juvenile Court
145 North Union Street, Ground Floor
Delaware, Ohio 43105

Email: kwadkins@co.delaware.oh.us

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Provider:

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

Email: derek.cassell@trackgrp.com

- 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. **AUTHORITY:** The Board is authorized by R.C. § 307.01 to enter this Agreement.
- 48. **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 Pricing Schedule Electronic Monitoring Products
- Schedule B: 2018-2019 Pricing Schedule and Consumable Costs
- Schedule C: 2018-2019 Pricing Schedule 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

Other:

- Federal W-9 Form
- 49. **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.
 - 50. **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.
 - 51. **COUNTERPARTS:** This Agreement may be executed in counterparts.

PROVIDER:



Track Group, Inc
200 East 5th Avenue
Suite 100
Naperville, Illinois 60563

Phone: (877) 260-2010
Fax: (630) 428-2748

**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 are 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 Initial Term or any Renewal Term. Such increased rate shall only become effective for any Renewal Term, if the Agreement is renewed.

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 in the Schedules attached to this Agreement include 100%

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loss, damage, and/or theft coverage on all Equipment. The Customer shall have no financial responsibility for lost, damaged, or stolen Equipment. However, the Customer shall, if the Customer deems appropriate, seek restitution from Offenders of the Equipment replacement costs shown on Schedule C if the loss, damage, or theft was intentionally caused by or the fault of the Offender. The Equipment replacement costs are listed above. In order to avoid paying idle rates, the Customer will need to submit a lost, damaged, or stolen form to the Provider per occurrence.

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

6
RESOLUTION NO. 19-566

IN THE MATTER OF AUTHORIZING THE SUBMITTING OF AN APPLICATION FOR DEPARTMENT OF YOUTH SERVICES - RECLAIM GRANT FOR THE DELAWARE COUNTY PROBATE/JUVENILE COURT:

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

Grant # DYS - RECLAIM
Source: Department of Youth Services
Grant Period: 07/01/2019 – 06/30/2020

Grant Amount (RECLAIM): \$307,833.34
Grant Amount (BASE): \$238,726.00
Grant Amount (Competitive): \$94,220.00
Local Cash Match: \$0.00
Total Grant Amount: \$640,779.34

The DYS RECLAIM funding currently supports three departments of the Court; family advocates, intake/diversion, and probation. At this time, the restructuring of the DYS funded programs, moving all of them to evidence based practices and requiring quality assurance measures, has been completed. The amount of this funding is based on a base allocation and a variable allocation determined by the number of DYS bed days used by the Delaware County Juvenile Court.

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

7
RESOLUTION NO. 19-567

IN THE MATTER OF AUTHORIZING THE SUBMITTING OF AN APPLICATION FOR DEPARTMENT OF YOUTH SERVICES – COMPETITIVE RECLAIM GRANT FOR THE DELAWARE COUNTY PROBATE/JUVENILE COURT:

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

Grant # DYS – COMPETITIVE RECLAIM FY2020
Source: Department of Youth Services
Grant Period: 07/01/2019 – 06/30/2020

Grant Amount (Competitive): \$149,354.44
Local Cash Match: \$0.00
Total Grant Amount: \$149,354.44

This proposal is to fund a new community-based assessment center located in the Willis Educational Center. This assessment center will be a service of the Delaware County Juvenile Court in collaboration with the Delaware City Schools, Delaware/Morrow Mental Health and Recovery Services Board, the United Way of Delaware County, Delaware County Job and Family Services, and Syntero. The purposes of the assessment center are to limit the use of secure detention, to prevent out-of-home placement of kids who are at-risk of placement due to family instability, to identify youth at-risk of Court involvement earlier and provide supports to youth and families sooner, and to serve more youth and families outside of the Court system to avoid further penetration into the system.

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

8
RESOLUTION NO. 19-568

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION FOR THE ECONOMIC DEVELOPMENT DEPARTMENT:

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

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Supplemental Appropriation

23111709-5365 Revolving Loan/Grant Related Services 8,000.00

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

9

RESOLUTION NO. 19-569

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATION, ADVANCE OF FUNDS, AND SUPPLEMENTAL APPROPRIATION FOR THE SHERIFF’S OFFICE AND THE COMMISSIONERS’ OFFICE:

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

Transfer of Appropriation

From:	To:	
28631336-5004	28631336-5201	1,918.67
2017 LEAP Grant/Overtime	2017 LEAP Grant/General Supplies	
28631336-5004	28631336-5260	9,498.67
2017 LEAP Grant/Overtime	2017 LEAP Grant/Inventoried Tools-Equipment	
28631336-5365	28631336-5201	329.61
2017 LEAP Grant/Grant Related Services	2017 LEAP Grant/General Supplies	
28631336-5450	28631336-5201	146.94
2017 LEAP Grant/Machinery & Equip	2017 LEAP Grant/General Supplies	

Advance of Funds

10011102-8500	28631336-8400	45,000.00
Commissioners General/Advance Out	2017 LEAP Grant/Advance In	

Supplemental Appropriation

28631336-5365	2017 LEAP Grant/Grant Related Services	(10,094.97)
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Transfer of Appropriation

From:	To:	
10031337-5201	10031337-5317	2,000.00
Sheriff Local Funds/General Supplies	Sheriff Local Funds/Public Relations	

Supplemental Appropriation

10031337-5317	Sheriff Local Funds/Public Relations	2,200.00
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Supplemental Appropriation

42011440-5410	North Campus Renovations/Building & Improvements	607,100.00
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Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

10

ADMINISTRATOR REPORTS

None

11

COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Merrell

None

Commissioner Benton

- Attended Preview Of Parade Of Homes Site, (Evans Farm Area) lots of work still to come.
- DKKM Meeting Was Here Tuesday; Others Toured Transfer Station After Meeting
- Land Bank Meeting Was Wednesday; Moving Along With Legal Counsel, Insurance, And A Dozen Properties Are Going Thru The Process
- Will Attend The Hall Of Fame Lunch Later Today
- At The Olentangy School Board Meeting The Finance Authority Will Present A \$50,000.00 Donation For Locker Room Facilities To The School Board.
- Commissioner Merrell Will Be Attending the Funeral Today For The Father Of Delaware County Finance Authority Board Member, Don Rankey
- U.S. Open Starts Today

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Commissioner Lewis

-Attended Meetings With Dawn Huston And Mike Frommer Along With Kathleen Young, The Ohio Governor's Regional Liaison Responsible For "Outreach" In Central Ohio. (Franklin, Fairfield, Licking, Union And Delaware).

-Meetings Lead To Commissioner Lewis Working/Hosting A Regional Tour Meeting With The Governor's Office Of Faith-Based And Community Initiatives Set To Happen On June 26

-The Governor's Office Of Faith-Based And Community Initiatives Serves As A Clearinghouse Of Information On Federal, State, And Local Funding For Charitable Services Performed By Organizations And Advises The Governor, General Assembly, And The Advisory Board Of The Governor's Office Of Faith-Based And Community Initiatives On The Barriers That Exist To Collaboration Between Organizations And Governmental Entities And On Ways To Remove Those Barriers.

-A Thanks To Sarah Dinovo On Helping With The Prep Work For The Meeting And Invitations.

-This Will Be Good Partner For Cassie Neff ,With The Sheriff's Office, And The Stepping Up Program

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners