

**COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD, MAY 2, 2024**

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. 24-357**

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD APRIL 29, 2024:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on April 29, 2024; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

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

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

**2
PUBLIC COMMENT**

**3
RESOLUTION NO. 24-358**

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0501 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0501:

It was moved by Mr. Benton, seconded by Mrs. Lewis, to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR0501, memo transfers in batch numbers MTAPR0105 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
(P2401279) Kohl's	Children's Services	22511607-5348	\$7,500.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R2403088	NEUTRATEK GP LTD	REPLACEMENT PARTS FOR THE ACWRF NEUTRALOX	66211900 - 5228	\$ 32,133.75
R2403142	CAPITAL FIRE PROTECTION CO INC	TRAINING	66211900 - 5305	\$ 2,800.00
R2403142	CAPITAL FIRE PROTECTION CO INC	INSPECTIONS	66211900 - 5328	\$ 2,700.00
R2403142	CAPITAL FIRE PROTECTION CO INC	SYSTEM REPAIRS	66211900 - 5301	\$ 16,575.00
R2403142	CAPITAL FIRE PROTECTION CO INC	REMOTE MONITORING	66211900 - 5345	\$ 4,800.00

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

**4
RESOLUTION NO. 24-359**

IN THE MATTER OF RECOGNIZING MAY 2024 AS MENTAL HEALTH AWARENESS MONTH IN DELAWARE COUNTY:

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

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WHEREAS, mental health is an essential part of overall well-being, impacting individuals, families and communities across Delaware County;

WHEREAS, one in five American adults experiences a mental health condition each year and everyone faces challenges in life that can impact their mental health;

WHEREAS, despite its prevalence, mental health remains shrouded in stigma, preventing many from seeking help;

WHEREAS, early intervention and access to quality care are crucial for managing mental health conditions and improving quality of life;

WHEREAS, May is recognized nationally as Mental Health Awareness Month, providing an opportunity to raise awareness, combat stigma, and promote mental health resources;

THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners hereby recognizes May 2024 as Mental Health Awareness Month in Delaware County and encourages all residents to:

- educate themselves and others about mental health conditions, treatment options, and available resources;
- challenge stigma by speaking respectfully and inclusively about mental health;
- seek help if they are struggling with their mental health and encourage others to do the same;
- support organizations that provide mental health services and advocacy;
- create safe and supportive environments for open conversations about mental health; such that
- together, we can create a community where everyone feels empowered to prioritize their mental well-being and seek help when needed.

Vote on Motion

Mrs. Lewis Aye

Mr. Merrell Aye

Mr. Benton Aye

5

RESOLUTION NO. 24-360

IN THE MATTER OF APPROVING A PUBLIC SAFETY TRAINING AGREEMENT BETWEEN THE CITY OF WESTERVILLE, OHIO, THE DELAWARE COUNTY BOARD OF COMMISSIONERS, AND THE DELAWARE COUNTY SHERIFF'S OFFICE FOR SENDING DELAWARE COUNTY SHERIFF'S OFFICE CADETS TO THE WESTERVILLE POLICE ACADEMY:

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

WHEREAS, the Sheriff and Sheriff's Office Staff recommend approval of the following public safety training agreement between the City of Westerville, Ohio, the Delaware County Board of Commissioners, and the Delaware County Sheriff's Office;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following public safety training agreement between the City of Westerville, Ohio, the Delaware County Board of Commissioners, and the Delaware County Sheriff's Office:

This Westerville Police Academy Training Agreement (the "Agreement") is entered into this 16th day of April, 2024 by and between Delaware County Sheriff's Office (the "Sponsoring Agency ") and the City of Westerville, Ohio, a municipal corporation located at 21 S. State St., Westerville, Ohio ("Westerville") which operates the Westerville Police Academy (the "Academy").

Recitals

WHEREAS, the Academy is operated by the Westerville Division of Police as a Certified Ohio Peace Officers Training Academy for the purpose of training police recruits; and

WHEREAS, the Parties desire to enter into this Agreement to train the recruits of the Sponsoring Agency for the purpose of certifying those individual recruits as public safety officers with the necessary certifications by the State of Ohio; and

WHEREAS, the Parties agree the Sponsoring Agency shall send, and the Academy shall agree to provide training for, 2 (two) recruits in Academy;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and with the intent to be legally bound hereby, the Parties agree as follows:

1. The training of recruits by the Academy will meet or exceed the minimum requirements established by the Ohio Police Officers Training Council (OPOTC)
2. To graduate from the Academy, each recruit must meet the graduation standards set by the Academy and OPOTC.

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- a. The Academy training staff will take reasonable steps to correct any recruit deficiencies in the areas of academic performance, physical performance, psychomotor skills, conduct, etc. The Academy may also notify the Sponsoring Agency.
 - b. If necessary, the Academy commander, or a representative of either Party may request a meeting of the Parties to discuss a recruit's performance deficiencies.
 - c. If after reasonable remedial efforts have been made by Academy staff, a deficient recruit fails to sufficiently improve or is deemed to be either unwilling or unable to meet the requirements established for successful completion of the Academy, said recruit will be referred to the Westerville Chief of Police for dismissal with notification to the Sponsoring Agency. Upon a recruit's dismissal, a copy of the recruit's training file will be sent to the Sponsoring Agency.
3. Prior to commencement of the training, each recruit will be required to sign a Liability Release in favor of Westerville, whereby each recruit acknowledges the inherent dangers of training and that a recruit's sole recourse in the event of injury, regardless of the cause of injury, is as provided under Ohio Worker's Compensation laws.
 4. The Parties agree Westerville shall not assume liability for any injuries of any recruit of a Sponsoring Agency, regardless of whether such injury is sustained during participation in the Academy, a remediation session, or a recruit's individual workout while on or off Westerville property.
 5. If a recruit becomes injured and unable to continue or complete the Academy, or the recruit is unable to continue due to a personal emergency not related to past performance at the Academy, the Sponsoring Agency may request a new recruit position in the next Academy session.
 6. For each recruit admitted to the Academy, the Sponsoring Agency agrees to pay to the City of Westerville tuition fees as follows:
 - a. Total tuition fees will be \$4,750.00. A deposit of \$1,000.00 along with a signed contract will be due up front to reserve a spot in the academy. The deposit will be subtracted from the balance due for the recruit, with the remaining balance due no later than 21 days prior to the graduation date.
 - b. If the Parties agree that the Sponsoring Agency will provide one or more instructors to teach during training at the Academy, a credit of \$55.00 per hour of such instruction shall be credited against the aggregate recruit training fees due from the Sponsoring Agency.
 - c. Any other types or kinds of credit, if any, shall be given only at the discretion of the Westerville Chief of Police.
 - d. For any recruit that is absent for any reason and must make up more than 40 hours of instruction, the Sponsoring Agency will be billed for all missed hours at the rate of \$55.00 per hour.
 - e. Failure of the Sponsoring Agency to pay the agreed amounts as specified herein will result in the recruit being terminated prior to State testing.
 7. The Academy agrees to provide all of the following:
 - a. Recruit orientation prior to the start of Academy training;
 - b. Certified OPOTC instructors;
 - c. Training in all the OPOTA training requirements needed to become certified in Ohio;
 - d. A formal Academy graduation ceremony.
 8. The Sponsoring Agency agrees to provide all of the following:
 - a. Recruit uniforms (see the attached Addendum);
 - b. Ammunition to be used in training (see the attached Addendum);
 - c. A State of Ohio background check for each recruit;
 9. Recruit training records will be kept in accordance with OPOTA requirements and those of the Academy. Upon a recruit's dismissal, withdrawal, or graduation, a copy of the recruit's training file will be sent to the Sponsoring Agency.
 10. Upon a recruit's dismissal, withdrawal, or graduation, the Academy will have no further obligation under this Agreement to provide any type of training to the recruit.
 11. **Entire Agreement.** This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between Delaware County and the City of Westerville, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
 12. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio.
 13. **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

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interpretation shall be made to the contrary.

14. **Waivers.** No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
15. **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.
16. **Hold Harmless.** The Parties each agree to maintain control over their respective personnel, and this Agreement shall not be construed to alter the employment relationship each Party has with its respective personnel. Each Party shall be responsible for the compensation, benefits, and liabilities of its respective personnel, and hereby agrees to release the other Party from any responsibility. In no event shall Delaware County's employees be considered employees of the City of Westerville within the meaning or application of any federal, state or local laws or regulations, and vice versa.
17. **Independent Contractor/No Contribution to OPERS.** No agency, employment, joint venture, or partnership has been or will be created between the Parties pursuant to the terms and conditions of this Contract/Agreement. As an independent contractor, the City of Westerville and/or its boards, officers, officials, employees, consultants, representatives, agents, volunteers and/or servants are not entitled to any of the benefits enjoyed by employees of the DCSSO or Delaware County, Ohio.
18. **Civil Rights.** The City of Westerville agrees that as a condition of this Contract/Agreement, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, sexual orientation, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that the City of Westerville will comply with any and all appropriate federal and state laws regarding such discrimination.

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

**6
RESOLUTION NO. 24-361**

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY SHERIFF'S OFFICE, THE DELAWARE COUNTY BOARD OF COMMISSIONERS, AND FLOCK GROUP, INC.:

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

WHEREAS, the Sheriff and Sheriff's Office Staff recommend approval of an agreement between the Delaware County Sheriff's Office, the Delaware County Board of Commissioners, and Flock Group, Inc. for software and hardware for capturing audio, video, image, and recording data and provide notifications;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following agreement between the Delaware County Sheriff's Office, the Delaware County Board of Commissioners, and Flock Group, Inc. for software and hardware for capturing audio, video, image, and recording data and provide notifications:

Master Services Agreement

This Master Services Agreement (this "Agreement") is entered into by and between Flock Group, Inc., with a place of business at 1170 Howell Mill Road, W Suite 210, Atlanta, GA 30318 ("Flock") and the entity identified in the signature block ("Customer") (each a "Party, and together, the "Parties") on this 2nd day of May, 2024. This Agreement is effective on the date of mutual execution ("Effective Date"). Parties will sign an Order Form ("Order Form") which will describe the Flock Services to be performed and the period for performance, attached hereto as Exhibit A. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock's technology platform that upon detection is capable of capturing audio, video, image and recording data and provide notifications to Customer ("Notifications ");

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create view, search and archive

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Footage and receive notifications via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock's standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the Order Form. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

WHEREAS, Flock desires to provide Customer the Flock Services and any access there to, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, ("Permitted Purpose").

AGREEMENT

NOW, THEREFORE Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section I.

1.1 "Anonymized Data" means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e. individual person or entity) can no longer be identified directly or indirectly.

1.2 "Authorized End User(s)" means any individual employees, agents, or contractors of Customer accessing or using the Service, under the rights granted to Customer pursuant to this Agreement.

1.3 "Customer Data" means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4 "Customer Hardware " means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 "Embedded Software" means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 "Flock Hardware" means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 "Flock IP" means the Services, the Embedded Software and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 "Flock Network End User(s)" means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 "Flock Services" means the provision of Flock's software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts audio detection searching image records, video and sharing Footage.

1.10 "Footage" means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 "Hotlist(s)" means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., CIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 "Installation Services" means the services provided by Flock for installation of Flock Services.

1.13 "Retention Period" means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 "Vehicle Fingerprint" means the unique vehicular attributes captured through Services such as: type, make, color, state registration missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 "Web Interface" means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form ("Retention Period"). Authorized End Users will be required to sign up for an account and select a password and username ("User ID"). Customer shall be responsible for all acts and omissions of Authorized End Users insofar as the act or omission falls under the scope of this Agreement including any acts or omissions of Authorized End User which would constitute a breach of this agreement if undertaken by Customer. Customer shall undertake

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reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sub licensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Service, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@tlocksafety.com (such services collectively referred to as "Support Services").

2.4 Upgrades to Platform. Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock's products or services to its agencies, the competitive strength of, or market for, Flock's products or services, such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious unlawful or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("Service Interruption"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any special, incidental, indirect, or consequential damage, liabilities, or losses (including any loss of data or profits) or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP (c) Customer or any Authorized End User is /are using the Flock IP for fraudulent or illegal activities (d) Customer has violated any term of this provision including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("Service Suspension"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate complete, and updated registration information. Authorized End Users may not select as their User ID a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End User shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer - issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to access or otherwise use the Flock Services. Customer shall provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as ("Customer Obligations")).

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all rights, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free non-transferable license to use the Customer Data only in the United States of America and for the exclusive purpose to perform all acts as may be necessary for Flock to provide the Flock

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Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, up load, display, publish, distribute, transmit, broadcast, or otherwise make available, messages text, illustrations, files, images, graphics, photos, comments, sounds music, videos, information, content, ratings reviews data, questions suggestions, or other information or materials produced by Customer ("Customer Generated Data"). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer's intellectual property rights of Customer Generated Data. Customer grants Flock a limited, non-exclusive, royalty-free, non-transferable license to use the Customer Generated Data only in the United States of America and for the exclusive purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a limited, non-exclusive royalty-free, non-transferable license to use the Anonymized Data only in the United States of America to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable law regulation, public records requests, or order of court of competent jurisdiction each Party (the "Receiving Party") understands that the other Party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information of the Disclosing Party"). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees; (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, providing that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes of above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer a trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and

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remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.3 Late Fees. If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

6.4 Taxes. Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 Term. The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "Term"). Following the Term unless otherwise indicated on the Order Form this Agreement will automatically renew for successive renewal terms of the lesser of one year or the length set forth on the Order Form (each a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 Termination. Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period ("Cure Period"). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock and Flock is unable to cure within the Cure Period Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 Survival. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 Manufacturer Defect. Upon a malfunction or failure of Flock Hardware or Embedded Software (a "Defect"), Customer must notify Flock's technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 Replacements. In the event that Flock Hardware is lost, stolen, or damaged as a result of an occurrence other than a manufacturer defect, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule ([http:// www. flocksafety.com/reinstall-fee-schedule](http://www.flocksafety.com/reinstall-fee-schedule)). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services that are impacted due to the Customer's choice not to replace the Flock Hardware, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. Flock further warrants that it has good title to all hardware and software and the right to grant the licenses contemplated by the Agreement, that the software materially conforms to the specifications and documentation, and that the software is virus-free and does not contain harmful or substandard code.

8.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER'S SOLE REMEDY AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; OR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICE ARE PROVIDED "AS IS" AND FLOCK DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 Insurance. Flock will maintain liability policies as stated in Exhibit B.

8.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or

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regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third-party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY FLOCK, IT OFFICERS AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT NEGLIGENCE STRICT LIABILITY PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY DIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer its agents, elected officials, and employees, from liability of any kind including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material patented or unpatented invention, trade secrets, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("Deployment Plan"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<http://www.tlock.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("Customer Obligations"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement provided that Flock's use of

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such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance With Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request ().

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable transferable or sublicensable by either Party without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<http://www.tlocksafety.com/reinstall-fee-schedule>) and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein, one of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products services quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer. The Customer is a public employer as defined in R.C. § 145.0 I (D). The Customer has classified Flock 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 Flock 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. Flock acknowledges and agrees that the Board, in accordance with RC. § I 45.038(A), has informed it of such classification and that no contributions will be made to OPERS. If Flock is an individual or has less than five (5) employees, Flock, in support of being so informed and pursuant to R.C. § 1 45.038, agrees to and shall complete and shall have each of its employees complete an OPERS Independent Contractor Acknowledgement Form (OPERS Form). If Flock has five (5) or more employees, Flock, by its signature of an authorized representative below, hereby certifies such a fact in lieu of completing the Form:

11.6 Governing Law Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nation Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("Special Terms"). To the extent that any terms of this Agreement are inconsistent or conflict with the special Terms, the Special Terms shall control.

11.8 Publicity. Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas enhancement requests, feedback, recommendations or other information relating to the subject matter here under, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related there to, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.1 01, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR ") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with OFAR section 227.7202 and FAR section 1 2.21 2, any use, modification, reproduction, release, performance display or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

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11.11 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 Conflict. In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order this Agreement controls unless explicitly stated otherwise.

11.14 Reserved.

11.14 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or if different, below), if sent by certified or registered mail, return receipt requested.

11.15 Non-Appropriation. Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non-appropriation with thirty (30) days written notice without penalty or other cost.

11.16 Competitive Bidding. Pursuant to R.C. 307.86(8), this Agreement is not required to be competitively bid.

11.17 Contract Maximum. Flock agrees to accept as full payment for the services/deliverables provided pursuant to this Agreement the amount of \$142,650.00. In no event shall the total amount paid to Flock pursuant to this Agreement exceed this maximum unless evidenced by a mutual written agreement signed by all Parties.

11.18 Counterparts. This Agreement may be executed in counterparts.

11.19 Drafting. This Agreement shall be deemed to have been drafted by all Parties and no purposes of interpretation shall be made to the contrary.

11.20 Findings for Recovery. By signature of its authorized representative below, Flock certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

11.21 Personal Property Taxes. Flock, by signature of its authorized representative below, hereby certifies that it is not charged with delinquent personal property taxes on the general list of personal property in Delaware County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Delaware County, Ohio.

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

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RESOLUTION NO. 24-362

IN THE MATTER OF AUTHORIZING THE PURCHASE OF EQUIPMENT FOR THE ENGINEER'S OFFICE AND AUTHORIZING THE TRADE-IN OF EQUIPMENT THAT IS NOT NEEDED OR UNFIT FOR PUBLIC USE AS A CREDIT TOWARD THE COST OF EQUIPMENT AUTHORIZED FOR PURCHASE:

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

WHEREAS, pursuant to section 5549.01 of the Revised Code, the Delaware County Board of Commissioners (the "Board") may purchase machinery and equipment for the construction, improvement, maintenance or repair of the highways, bridges, and culverts under its jurisdiction as it deems necessary, including the purchase of automobiles, motorcycles, or other conveyances and maintenance thereof for the use of the County Engineer and the Engineer's Assistants when on official business; and

WHEREAS, the County Engineer's Office has a need for 5 mowers for use in performing the office's official duties; and

WHEREAS, the Board participates in the State of Ohio Cooperative Purchasing Program (the "Program"), and the mowers are available for purchase via the Program; and

WHEREAS, pursuant to section 307.12(G) of the Revised Code, if the Board finds, by resolution, that the county has personal property that is not needed, or is unfit for public use, the Board may offer to sell the property to a firm from which the Board proposes to purchase new property and have the selling price credited against the purchase price of the new property; and

WHEREAS, the County has personal property currently used by the Engineer's Office that is not needed or is unfit for public use and that was included as trade-in credits in the price for the mowers to be purchased; and

WHEREAS, the Engineer recommends authorizing the trade-in of the equipment that is not needed or is unfit for public use;

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

Section 1. The Board hereby authorizes the purchase of (5) 2024 John Deere Z930M ZTrak Mowers from

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Deere & Company for the price of \$56,827.65, less a trade-in credit of \$11,100, for a total price of \$45,727.65. The Board hereby determines that the following equipment is not needed or is unfit for public use and authorizes the trade-in of the equipment as credits toward the purchase of the (5) 2024 John Deere Z930M ZTrak Mowers: (3) 2020 Cub Cadet Cub Pro Z760L, Serial Numbers 1C120H70021, 1A070H70005, and 1A070H70009, for a total trade-in credit of \$11,100.

Section 2. The purchase authorized in Section 1 shall be subject to Program Contract #STS018473, the terms and conditions of which are fully incorporated herein and of which the purchase order(s) shall be made a part.

Section 3. The Clerk shall provide a copy of this Resolution to the County Engineer.

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

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RESOLUTION NO 24-363**

IN THE MATTER OF DECLARING COUNTY PERSONAL PROPERTY OBSOLETE, UNFIT, OR NOT NEEDED FOR PUBLIC USE:

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

WHEREAS, section 307.12(E) of the Revised Code authorizes the Delaware County Board of Commissioners (the “Board”) to sell, by internet auction, county personal property that is not needed for public use, is obsolete, or is unfit for the use for which it was acquired; and

WHEREAS, on August 1, 2016, the Board adopted Resolution No. 16-749, declaring its intent to sell unneeded, obsolete, or unfit personal property by internet auction and establishing general guidelines for such sale; and

WHEREAS, pursuant to section 307.12(I) of the Revised Code, if the Board determines that county personal property is not needed for public use, or is obsolete or unfit for the use for which it was acquired, and that the property has no value, the Board may discard or salvage that property; and

WHEREAS, pursuant to section 307.12(B) of the Revised Code, when the Board finds, by resolution, that the county has personal property, including motor vehicles acquired for the use of the county officers and departments, and road machinery, equipment, tools, or supplies, that is not needed for public use, is obsolete, or is unfit for the use for which it was acquired, and when the fair market value of the property to be sold or donated under this division is, in the opinion of the Board, two thousand five hundred dollars or less, the Board may sell the property by private sale, without advertisement or public notifications; and

WHEREAS, the Delaware County Engineer has determined that the following equipment is no longer needed for public use, is obsolete, or is unfit for the use for which it was acquired:

<u>Asset Tag Number</u>	<u>Item Description</u>	<u>Serial Number</u>
ENG0511	2006 INTERNATIONAL 7400	1HTWHAZT56J258560
0208110004	2000 FORD TN70	1204103
0206270001	2000 FORD TN70	1202641
ENG1330	3013 TORO MOWER	312000121
0111309806	2002 EXMARK MOWER	172305
ENG1505	2013 CUB CADET UTV	1C49G80059
ENG0905	2009 WOOD MOWER	1148745
ENG 0904	2009 WOODS MOWER	1148751
5584	VIKING PLOW	CR03-407
ENG0603	HI-WAY SPINNER	122995
FACLO602	2007 FORD F-350 DUMP TRUCK	1FDWF36587EA34581

(hereinafter collectively referred to as the “Property”);

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

Section 1. The Board hereby declares that the Property is not needed for public use, is obsolete, or is unfit for the use for which it was acquired and authorizes the sale of the Property by internet auction, in accordance with the guidelines set forth in Resolution No. 16-749.

Section 2. The Board hereby determines that any of the Property that is not sold by internet auction within a reasonable period of time has not value and may be discarded, salvaged, or sold or donated without further advertisement.

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

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ADMINISTRATOR REPORTS

CA Davies – Thanks to Jane Hawes and Eric Weitz for their hard work on the State of the County event.

DCA Huston and Attorney Hochstettler – Nothing to report.

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COMMISSIONERS' COMMITTEES REPORTS

Mrs. Lewis – pleased with the number of attendees at the State of the County event, estimated 270 people. A lot of great feedback was received.

Mr. Benton – thanks to all involved with the State of the County event. Delaware was named a top 10 healthiest County in the United States this year. He will be attending a MORPC Executive Meeting later today.

Mr. Merrell – great job to Eric Weitz for putting together the brochure for the State of the County event. Grateful for thee wonderful feedback and support received from the citizens. He will be attending a Central District meeting in Fairfield County on 05/03/24.

11

RESOLUTION NO. 24-364

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

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

WHEREAS, pursuant to section 121.22(G)(8) of the Revised Code, a public body may hold an executive session to consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance, provided that both of the following conditions apply:

(1) The information is directly related to a request for economic development assistance that is to be provided or administered under any provision of Chapter 715., 725., 1724., or 1728. or sections 701.07, 3735.67 to 3735.70, 5709.40 to 5709.43, 5709.61 to 5709.69, 5709.73 to 5709.75, or 5709.77 to 5709.81 of the Revised Code, or that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project; and

(2) A unanimous quorum of the public body determines, by a roll call vote, that the executive session is necessary to protect the interests of the applicant or the possible investment or expenditure of public funds to be made in connection with the economic development project;

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

Section 1. The Board hereby adjourns into executive session for consideration of Appointment of a Public Employee or Public Official.

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

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RESOLUTION NO. 24-365

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

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Jeff Benton

Barb Lewis

Gary Merrell

Jennifer Walraven, Clerk to the Commissioners