

**COMMISSIONERS JOURNAL NO. 81 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 26, 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 - Absent
Jeff Benton, Commissioner

**1
RESOLUTION NO. 24-660**

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD AUGUST 19, 2024:

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 August 19, 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 Absent

**2
PUBLIC COMMENT**

**3
RESOLUTION NO. 24-661**

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR 0823:

It was moved by Mr. Benton, seconded by Mr. Merrell, to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR 0823 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
(P2400003) PNC	Land and Buildings	10011105-5201	\$20,000.00
(P2400978) KE WA PA Sales	Land and Buildings	10011105-5201	\$6,000.00
(P2400869) Consolidated	Land and Buildings	10011105-5338	\$14,000.00
(P2403653) PRC School Clothes	JFS PRC	22411602-5348	\$16,017.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R2403940	SERENDIPITY COUNSELING CENTER	COUNSELING SVCS	10011303 - 5301	\$ 6,000.00
R2404199	BKM CONSTRUCTION LLC	COURT ST	40111402 - 5403	\$ 25,056.00
R2404234	QUICK MED CLAIMS LLC	EMS BILLING FEES	10011303 - 5301	\$ 10,000.00
R2404240	AMERICAN 3B SCIENTIFIC LP	REALITI SIMSCOPES	10011303 - 5260	\$ 7,485.00
R2404248	B L ANDERSON LLC	REPLACEMENT RAS VFD'S	66211900 - 5450	\$ 15,706.00
R2404249	B L ANDERSON LLC	SOFT STARTS FOR ACWRF AERATION BLOWERS	66211900 - 5450	\$ 31,236.00
R2404280	RF VALVES INC	AIR RELEASE VALVES	66211900 - 5260	\$ 10,713.00
R2404285	MCNAUGHTON MCKAY INC	CONTROLLOGIX PROCESSOR	66211900 - 5450	\$ 17,415.06
R2404297	P AND D BUILDERS LTD	REFUND OF CAPACITY FEE - 731 ALICIA KELTON DR	66211900 - 5319	\$ 8,100.00

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

**4
RESOLUTION NO. 24-662**

IN THE MATTER OF A NEW LIQUOR LICENSE FROM MORNING CHEF, LLC DBA ANOTHER

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BROKEN EGG, AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

WHEREAS, the Ohio Division of Liquor Control has notified the Delaware County Board of Commissioners of a request for a new D5I license from Morning Chef, LLC dba Another Broken Egg, located at 8823 Owenfield Drive, Orange Township, Powell, Ohio 43065; and

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

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

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

**5
RESOLUTION NO. 24-663**

IN THE MATTER OF CHANGING THE LOCATION OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS’ SESSION FOR MONDAY SEPTEMBER 16, 2024, TO THE DELAWARE COUNTY FAIRGROUNDS:

It was moved by Mr. Benton, seconded by Mr. Merrell, to change the location of the Delaware County Board of Commissioners’ Session scheduled for Monday September 16, 2024, to the Delaware County Fairgrounds.

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

**6
RESOLUTION NO. 24-664**

IN THE MATTER OF CANCELING THE DELAWARE COUNTY BOARD OF COMMISSIONERS’ SESSION SCHEDULED FOR THURSDAY OCTOBER 10, 2024:

It was moved by Mr. Benton, seconded by Mr. Merrell, to cancel the Delaware County Board of Commissioners’ sessions scheduled for Thursday October 10, 2024.

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

**7
RESOLUTION NO. 24-665**

IN THE MATTER OF APPROVING A PERMIT FOR USE OF DELAWARE COUNTY FACILITIES:

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

WHEREAS, the Delaware County Commissioners passed Resolution No. 21-449 on May 24, 2021, adopting a Delaware County Facilities Permit Policy (the “Policy”); and

WHEREAS, it is the intent of the Policy to allow persons and organizations access to appropriate Delaware County facilities, grounds and meeting places; and

WHEREAS, each request will only be considered after the receipt of a completed Delaware County Facilities Permit Form; and

WHEREAS, the Policy mandates approval from the Commissioners for use of county facilities by groups of 30 participants or more that have agreed in writing to full compliance with the Policy;

NOW, THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED that the Delaware County Board of Commissioners hereby authorizes the use of the Byxbe Conference Room for Leadership Delaware hosted by Delaware Area Chamber of Commerce on February 13 & 14, 2025; at no cost.

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

**8
RESOLUTION NO. 24-666**

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

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

WHEREAS, section 329.06 of the Revised Code requires the establishment of a Job and Family Services Community Planning Committee (the “Community Planning Committee”) whose membership is a broad representation of the groups of individuals and public and private entities that have an interest in social services and workforce development services provided in the county; and

WHEREAS, the Community Planning Committee may consult with the Delaware County Board of Commissioners (the “Board of Commissioners”) and make recommendations regarding social services and workforce development services provided in the county with regard to state and local funds, establishment of goals to be achieved, evaluation of the outcomes of programs, and any other matter the commissioners consider relevant to the provision of social services and workforce development programs; and

WHEREAS, the terms of representatives for the Delaware Police Department, Powell Police Department, Delaware City Schools and Buckeye Valley Local Schools will expire on October 4, 2024;

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

Section 1. The Board of Commissioners hereby approves the appointments of Juston Herning as the representative for the Delaware Police Department and Misty Swanger as the representative for Delaware City Schools for terms commencing October 5, 2024, and ending October 4, 2027.

Section 2. The Board of Commissioners hereby approves the re-appointments of Ron Sallows as the representative for the Powell Police Department and Jeremy Froehlich as the representative for Buckeye Valley Local Schools for terms commencing October 5, 2024, and ending October 4, 2027.

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

9

RESOLUTION NO. 24-667

IN THE MATTER OF ACCEPTING AN ALLOTMENT OF TICKETS TO THE DELAWARE COUNTY FAIR FROM THE DELAWARE COUNTY AGRICULTURAL SOCIETY:

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

WHEREAS, the Delaware County Board of Commissioners (the “Board”) has a long history of cooperation with and support of the Delaware County Agricultural Society (the “Society”) and the Delaware County Fair; and

WHEREAS, the Society, in the spirit of continued cooperation and appreciation and in order to promote the Delaware County Fair and Delaware County as a whole, has presented Delaware County with a donated allotment of tickets to the Delaware County Fair; and

WHEREAS, the Board wishes to use the allotment of tickets for the purpose of promoting the Delaware County Fair and Delaware County as a whole by fostering county employee attendance at the Delaware County Fair, encouraging economic development within Delaware County, and promoting tourism to and within Delaware County, all in accordance with section 307.07(B)(6) of the Revised Code;

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

Section 1. The Board approves accepting this allotment of tickets to the Delaware County Fair from the Delaware County Agricultural Society.

Section 2. The Board hereby declares that the allotment of tickets is accepted for the purpose of promoting the Delaware County Fair and Delaware County as a whole by fostering county employee attendance at the Delaware County Fair, encouraging economic development within Delaware County, and promoting tourism to and within Delaware County.

Section 3. The Board hereby authorizes the Delaware County Administrator to cause distribution of said tickets to visiting dignitaries, in order to further the purposes stated in Section 2 herein, and to cause the distribution of any remaining tickets to county employees via raffle.

Section 4. This Resolution shall take effect immediately upon adoption.

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

10

RESOLUTION NO. 24-668

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

WHEREAS, the Juvenile Court Judge and Staff recommend 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;

BE IT FURTHER RESOLVED that the Delaware County Board of Commissioners authorizes the County Administrator to execute 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 in substantially the following form:

**2024-2025 AGREEMENT FOR
MONITORING AND ASSOCIATED
SERVICES**

This Agreement for Monitoring and Associated Services ("Agreement") is made and entered into this August 2, 2024 by and between the Board of Commissioners, Delaware County, Ohio ("Board"), whose principal place of business is located at 91 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, 2024 and continue through July 31, 2025 ("Initial Term").
3. **RENEWAL:** Upon written agreement of the Parties, this Agreement may be renewed for any period of time determined by the Parties 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").
4. **GRACE PERIOD; CONTINUED POSSESSION OF EQUIPMENT:** The Customer shall be entitled to a grace period of 10 days ("Grace Period") following the Termination or expiration of the Initial Term or any Renewal Term of this Agreement to return Equipment to Provider. The Customer shall not be charged any daily lease rate 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, including during the 10-day return Grace Period. Continued possession of the Equipment by the Customer following the Grace Period shall obligate the Customer to payment of additional daily lease rate payments for the Equipment as set forth in Schedule A, until such time as the Equipment is returned to the Provider.

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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 OPS 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.
 - 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 using 3-5 day ground shipping. 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 be responsible for expedited shipping, which shall only be used if requested by Customer.

Upon expiration or termination of the Initial Term or any Renewal Term, 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 reasonably 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. Any restitution obtained shall be remitted to Provider. 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, and email address;
 - Name of a contact person with the Provider in charge of billing, including a telephone number and email address for such contact person;
 - The Provider's federal employer identification number and/or a completed federal W-9 form;
 - Court's full name and address;
 - If applicable, purchase order number authorizing the purchase of the Equipment, Monitoring, and Other Services;
 - Billing period;
 - Detail as applicable, including, but not limited to, description of the Equipment, Monitoring, and Other Services provided/rendered, dates of when the Equipment, Monitoring, and Other Services were provided/rendered, and rates and quantities/hours spent providing/rendering the Equipment, Monitoring, and Other Services;
 - Total cost of Equipment, Monitoring, and Other Services provided on the invoice.

The Provider shall submit invoices to the Court as follows:

Karen Wadkins, 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.

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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 \$30,000.00 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 the Initial Term of this Agreement exceed the maximum of \$30,000.00.
- 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/renders 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 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. Any restitution obtained shall be remitted to Provider.
- 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 NOW WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR

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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, as practicable and possible; 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, directors, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Agreement. The Provider acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. The Provider hereby certifies it has five (5) or more employees in lieu of completing an OPERS Non-Member Acknowledgement Form.

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 Provider's or any subcontractor's negligence, actions, inactions and/or omissions and/or the negligence, actions, inactions, and/or omissions of Provider's or any subcontractor's board members, officials, officers, directors, employees, agents, representatives and/or volunteers resulting from the performance of this Agreement.

18. INFRINGEMENT: Provider will defend (or settle), at its expense, any actual or threatened third-party action, suit or proceeding against Customer ("Claim") to the extent such Claim is based on an allegation that Provider's Equipment, Monitoring, and Other Services or any part thereof infringes a valid United States patent or copyright or misappropriates a third party's trade secret, and will indemnify Customer for any costs, damages and reasonable attorneys' fees attributable to such Claim that are awarded against Customer. Provider's obligations under this section are contingent upon: (a) Customer providing Provider with prompt written notice of such Claim; (b) Customer providing reasonable cooperation to Provider, at Provider's expense, in the defense and settlement of such Claim; and (c) Provider having sole authority to defend or settle such Claim. In the event that Provider's right to provide the Equipment, Monitoring, and Other Services is enjoined or in Provider's reasonable opinion is likely to be enjoined, Provider shall obtain the right to continue providing the Equipment, Monitoring, and/or Other Services, replace or modify the Equipment, Monitoring, and/or Other Services with Equipment, Monitoring, and/or Other Services that are non-infringing, but that, in the sole opinion of the Customer, perform the same function and are of the same quality as the replaced Equipment, Monitoring, and/or Other Services, or, if such remedies are not reasonably available, terminate this Agreement without liability to Customer and provide Customer a full refund of all amounts paid under this Agreement. Provider will have no liability under this section to the extent that any Claim results from: (a) modifications to

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the Equipment, Monitoring, and/or Other Services made by a party other than Provider or a party acting on Provider's behalf; (b) the combination, operation or use of the Equipment with equipment, devices, software or data not supplied by Provider; (c) Customer's failure to use updated or modified versions of the Equipment provided by Provider; or (d) Customer's use of the Products other than in accordance with this Agreement or any Documentation.

19. INSURANCE: Provider shall carry and maintain throughout the term of the Agreement, without lapse, the following policies of insurance with the following minimum coverages:

- A. **Commercial General Liability Insurance** with minimum coverage of at least one million dollars (\$1,000,000.00) per occurrence, with an annual aggregate of at least two million dollars (\$2,000,000.00).
- B. **Umbrella or Excess Liability Insurance** (over and above Commercial General Liability) with minimum coverage limits of at least two million dollars (\$2,000,000.00).
- C. **Worker's Compensation Insurance** as required by Ohio law and any other state in which work will be performed.

Prior to commencement of this Agreement, the Provider shall present to the Court current certificates of insurance for the above required policies of insurance. The insurance company needs to be identified for each insurance policy and coverage. The certificates of insurance are to be signed by a person authorized by the insurance company to bind coverage on its behalf.

Delaware County, Ohio shall all be named as an additional insured on the policy(ies) of insurance in A and B above and such designation shall appear on the certificates of insurance.

Provider shall be responsible for any and all premiums for all required policy(ies) of insurance.

All insurance shall be written by insurance companies licensed to do business in the State of Ohio and in good standing with the Ohio Department of Insurance.

The insurer shall provide at least thirty (30) days written notice to the Court before any cancellation or non-renewal of insurance coverage. Failure to provide such written notice will obligate the insurer to provide coverage as if cancellation or non-renewal did not take place. Acknowledgment of such requirement shall be shown on the provided certificates of insurance.

If there is any change in insurance carrier or liability amounts and/or upon renewal, a new certificate of insurance must be provided to the Court within seven (7) calendar days of change/renewal.

During the term of the Agreement, the Court may require the Provider to provide respective and/or additional certificate(s) of insurance in order to verify coverage. Failure to provide a requested certificate of insurance within seven (7) calendar days of the request may be considered as default.

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 to it at law or in equity.

20. 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.

21. 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.

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- 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.

22. 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.

23. 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:

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

Further, if the breaching or defaulting Party is the Customer, the Provider may require, with minimum fourteen (14) days prior written notice to the Customer, that the Customer return the Equipment to the Provider, including the Customer repossessing all Equipment from Offenders at Customer's cost, and that the Customer immediately pay to the Provider the remaining balance of any amounts due under this Agreement.

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. Thus, the Provider shall not attempt to effect redelivery or repossession of the Equipment from any Offender, but if as a last resort it does so, it shall coordinate such actions with the Customer and/or with law enforcement.

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

C. Bankruptcy:

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

D. Waiver:

The waiver of any occurrence of breach or default is not and should not be interpreted as a waiver of any such subsequent occurrences. The Parties retain and may, without limitation, exercise any and all available administrative, contractual, equitable or legal remedies. If a Party fails to perform an obligation

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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.

24. 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.

25. 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.

26. CIVIL RIGHTS/NON-DISCRIMINATION: The Provider agrees to all of the following:

- A. Provider will not discriminate against any employee or applicant for employment because of race, creed, color, religion, gender, age, sexual orientation, transgender status, national origin or physical or mental handicap.
- B. Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, religion, gender, age, sexual orientation, transgender status, national origin or physical or mental handicap.
- C. Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices containing the requirements of this section.
- D. Provider will, in all solicitations or advertisements for employees placed by or on behalf of Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, gender, age, sexual orientation, transgender status, national origin, or physical or mental handicap.
- E. Provider agrees that it will incorporate or cause the requirements of this section to be incorporated into any subcontract.
- F. Provider shall comply with all applicable federal and state laws, rules, and regulations regarding non-discrimination, equal opportunity employment, and/or civil rights.

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- 27. 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.
- 28. 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 in the performance of this Agreement all of its and any of its subcontractors' board members, officials, officers, directors, employees, agents, representatives, and/or volunteers will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- 29. 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. Provider reserves the right to provide, and Customer agrees to accept, such Records, photocopies and/or transcripts in digital format.
- 30. RETENTION OF RECORDS:** The Provider, for a minimum of three (3) years after reimbursement/compensation for services rendered under this Agreement or as otherwise required by any applicable law, regulation, rule, or records retention schedule, whichever requires the longest retention period, 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 applicable retention period has expired, whichever is later.
- 32. 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.
- 33. 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.
- 34. DRAFTING:** This Agreement shall be deemed to have been drafted by both Parties and no interpretation shall be made to the contrary.
- 35. 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.
- 36. 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.
- 37. 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

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Provider hereby irrevocable consents to such applicable law, venue, and jurisdiction.

- 38. 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.
- 39. 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.
- 40. SEVERABILITY:** The provisions of this Agreement 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.
- 41. 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.
- 42. 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 hand delivered or sent:
- Customer:
Karen Wadkins Fiscal Coordinator
Delaware County Juvenile Court
145 North Union Street, Ground Floor Delaware, Ohio 43105
Email: kwadkins @co.delaware.oh.us
- Provider:
Derek Cassell
Chief Executive Officer Track Group, Inc
200 East 5th Avenue Suite 100
Naperville, Illinois 60563
Email: derek.cassell@trackgrp.com
- 43. 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.
- 44. 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.
- 45. AUTHORITY:** The Board is authorized by R.C. § 307.01 to enter this Agreement.
- 46. INCORPORATION OF ATTACHMENTS:** By this reference, the following attachments are hereby incorporated into and made a part of this Agreement:
Schedules:
- Schedule A: 2024-2025 Pricing Schedule Electronic Monitoring Products
 - Schedule B: 2024-2025 Pricing Schedule and Consumable Costs
 - Schedule C: 2024-2025 Pricing Schedule Replacement Costs
- 47. 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

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Customer only the Board and Court are authorized to approve amendments to this Agreement.

48. **SIGNATURES:** Any person signing 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 sign 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.
49. **COUNTERPARTS:** This Agreement may be executed in counterparts.
50. **SURVIVAL:** The following sections shall survive any termination of this Agreement: 4 (Grace Period; Continued Possession of Equipment), 17 (Indemnity), 18 (Infringement), 19 (Insurance), 29 (Access to Records), 30 (Retention of Records), 37 (Governing Law), 43 (No Exclusivity), 44 (Audits), and 50 (Survival).

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

11

RESOLUTION NO. 24-669

IN THE MATTER OF APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE DELAWARE-MORROW MENTAL HEALTH & RECOVERY SERVICES BOARD AND THE SHERIFF OF DELAWARE COUNTY, OHIO, FOR A MENTAL HEALTH CLINICIAN FY2025:

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

WHEREAS, the Delaware County Sheriff and staff recommend the memorandum of understanding between the Delaware-Morrow Mental Health & Recovery Services Board and the Sheriff of Delaware County, Ohio, for a Mental Health Clinician FY2025;

NOW, THEREFORE, BE IT RESOLVED that the Board of Delaware County Commissioners approves the memorandum of understanding between the Delaware-Morrow Mental Health & Recovery Services Board and the Sheriff of Delaware County, Ohio, for a Mental Health Clinician FY2025:

**Memorandum of Understanding
Between the Delaware-Morrow Mental Health & Recovery Services Board and the
Sheriff of Delaware County, Ohio, For a Mental Health Clinician FY2025**

This **Memorandum of Understanding** ("MOU") is entered into between the Delaware-Morrow Mental Health & Recovery Services Board (the "Board") and the Sheriff of Delaware County, Ohio (the "Sheriff").

Whereas, the parties have entered into a Memorandum of Understanding for each fiscal year of the Board since March 10, 2014 for the securing and funding of a position for a full-time mental health professional to provide mental health services to persons incarcerated at the Delaware County Jail; and,

Whereas, the Board considers the services provided by this professional to continue being essential to the needs of the Sherriff and the Delaware County Jail population: and,

Whereas, the parties desire to execute this MO U for another subsequent term of one (1) year during the Board's FY2025 upon the terms and conditions set forth herein.

Now Therefore, the parties agree:

1. **Memorandum Term:** This MOU shall be effective commensurate with the Board's FY2024, for a period of one (1) year commencing on July 1, 2024, and continuing to June 30, 2025. Attached hereto as *Exhibit "A"* and incorporated herein is a copy of the original Memorandum of Understanding, effective March 10, 2014, including the *Proposal for a Mental Health Clinician for Delaware County Jail*. *Exhibit "A"* sets forth the overall structure of this collaborative arrangement and services to be provided by the mental health professional position.
2. **Financial Contributions:** The Board is responsible for making payment to Maryhaven in the amount of up to **\$113,557**, to cover the professional and administrative costs for the mental health professional position to be staffed by Maryhaven during the term of this extension. The Sheriff agrees to reimburse the Board for 20% of this cost in the amount of up to **\$22,711**. Attached hereto as *Exhibit "B"* and incorporated herein is the Budget and Proposal for the mental health professional position for FY2024.
3. **Obligations of the Parties:** That parties agree to continue to provide the support and services as set forth in *Exhibits "A" and "B"* and such other services as they mutually agree will enhance the provision of mental health services at the Delaware County Jail.

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4. **All Other Terms Remain in Effect:** Except as modified herein, all terms and conditions of the attached *Exhibits "A" and "B"* shall remain in full force during the period of this MOU.

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

**12
RESOLUTION NO. 24-670**

IN THE MATTER OF APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN DELAWARE-MORROW MENTAL HEALTH & RECOVERY SERVICES BOARD AND THE SHERIFF OF DELAWARE COUNTY, OHIO SOS 3.2 FUNDING - DELAWARE COUNTY JAIL MEDICATED ASSISTED TREATMENT(MAT)PROGRAM FY2024-2025:

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

WHEREAS, the Sheriff and Sheriff’s Office Staff recommend approval of Memorandum of Understanding between Delaware-Morrow Mental Health & Recovery Services Board and the Sheriff of Delaware county, Ohio SOS 3.2 funding - Delaware County Jail Medicated Assisted Treatment (MAT) program FY2024-2025;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Memorandum of Understanding between Delaware-Morrow Mental Health & Recovery Services Board and the Sheriff of Delaware county, Ohio SOS 3.2 funding - Delaware County Jail Medicated Assisted Treatment (MAT) program FY2024-2025:

**MEMORANDUM OF UNDERSTANDING BETWEEN DELAWARE-MORROW
MENTAL HEALTH & RECOVERY SERVICES BOARD AND THE SHERIFF OF
DELAWARE COUNTY, OHIO
SOS 3.2 FUNDING - DELAWARE COUNTY JAIL MEDICATED ASSISTED
TREATMENT(MAT)PROGRAM FY2024-2025**

Background:

This Memorandum of Understanding (“MOU”) is between the Delaware – Morrow Mental Health & Recovery Services Board (“Board”) and the Sheriff of Delaware County, Ohio (the “Sheriff”). The Sheriff, through administration of the Delaware County Jail (“Jail”), is providing a Medicated Assisted Treatment (“MAT”) program for Jail inmates. Previously, the Sheriff partnered with New Birth Christian Ministries (“NCBM”) to receive grant funding for the Jail MAT Program.

Recently, Board requested approval to the Ohio Department of Mental Health and Addiction Services (“OhioMAHS”) for additional State Opioid and Stimulant Responses. Response 3.2 (“SOS 3.2”) grant funding for distribution to qualifying, recovery-based community programming. The term of this grant funding, if received, will commence from September 30, 2023 through September 29, 2024, covering part of Board’s FY2024 and FY2025. The Sheriff has provided a proposal to Board requesting SOS 3.2 grant funding commensurate with this new grant term. Board has reviewed the proposal, having determined that the Sheriff’s request qualifies for available SOS 3.2 grant funding. Board desires to provide grant funding to the Sheriff to subsidize medications and testing kits as set forth in the proposal. The Board will provide said SOS 3.2 grant funding in place of NCBM moving forward for the term of the grant and this MOU.

The parties to this MOU therefore wish to set forth their mutual understandings and respective obligations regarding this one-time, pass- through funding.

Therefore, Board and the Sheriff agree:

1. Obligations of the Sheriff

- a) Attached and incorporated as **Exhibit "A"** is the SOS Year 2 Delaware County Jail MAT Budget. The Sheriff agrees to utilize SOS 3.2 grant funding from Board exclusively for purposes geared toward supporting the MAT program as set forth in Exhibit “A”. Specifically the Sheriff’s Office will utilize these funds for medication injections and drug screens referenced in the “Personal Services Contracts” section of Exhibit “A”.
- b) The Sheriff is solely responsible for the selection, purchase and procurement of all materials and services received with SOS 3.2 grant funds necessary to support the MAT program as set forth in Exhibit “A”. Board shall have no responsibility for the direct delivery of services to be provided by the Sheriff or Jail personnel.

2. Board’s Grant

- a) Board grants the Sheriff \$36,458.00 in one-time SOS 3.2 grant funding, the total projected cost for the Sheriff’s proposed Jail MAT program services for medication injections and

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drug screens as referenced in the “Personal Services Contracts” section of Exhibit “A”. Specifically, this total cost covers injections and drug screens for up to 50 inmates. The grant shall be paid on a reimbursement basis by Board, following invoices submitted by the Sheriff throughout the term of this MOU. This grant is based upon continuation of the Sheriff’s Jail MAT programming. The Sheriff agrees to advise Board if there are material changes in the MAT program affecting the need for Board’s financial contribution.

b) Board's grant is funded through a SOS 3.2 grant received from OhioMHAS. If this funding is not received from OhioMHAS, in whole or in part, Board's grant to the Sheriff may subject to corresponding reduction or termination.

3. Memorandum Term

This Memorandum of Understanding shall be effective as of September 30, 2023 and shall continue until September 29, 2024 dependent on funding availability.

4. Information and Audits

a) The Sheriff agrees to provide such reports and data to Board as it may request to document outcomes, number of clients serviced, linkages to community providers and such other information and reports as Board may request to demonstrate accomplishment of the goals and objectives of the MOU.

b) Both parties shall retain all documentation and public records pursuant to the laws of the State of Ohio related to the provision of funding under this MOU and provide such documentation to the other party upon request for the requesting party to fulfill its administrative and legal requirements.

5. Relationship of the Parties

The parties are autonomous and neither party is an agent, representative, employee or partner of the other. This MOU shall not be interpreted or construed to create an Association, Agency, employment, joint venture or partnership between the parties or to impose any liability attributable to such a relationship upon either party

6. Compliance with Legal Requirements

The parties agree to perform their respective obligations under this MOU under all applicable federal, state and local laws and requirements.

7. Entire Agreement

The parties acknowledge this MOU represents the entire agreement between the parties and supersedes any previous written or oral agreements between the parties concerning the Subject of this MOU.

8. Amendment of MOU

No change, amendment or modification of any provision of this MOU shall be valid unless set forth in a written instrument and signed by the parties

9. Liability

The parties agree to be and shall be solely responsible for their own negligence, actions or omissions of their respective board members, officials, officers, employees, agents and representatives resulting from performing this MOU. Board shall have no responsibility for providing any services or for retaining or compensating any employee.

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

13

RESOLUTION NO. 24-671

IN THE MATTER OF APPROVING THE REQUEST FOR PROPOSAL DOCUMENTS AND SETTING THE DATE AND TIME TO RECEIVE PROPOSALS FROM CONTRACTORS FOR THE PROVISION OF PRINTERS AND PRINTER MAINTENANCE SERVICES FOR DELAWARE COUNTY OFFICES:

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

WHEREAS, the Delaware County Board of Commissioners desires to receive proposals from contractors for the provision of printers and printer maintenance services for Delaware County offices;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio, that the Request for Proposal Documents for the provision of printers and printer maintenance services for Delaware County offices are hereby approved, and the Director of Finance is authorized to advertise for

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and receive proposals in accordance with the following Public Notice:

**PUBLIC NOTICE
REQUEST FOR PROPOSALS
BOARD OF COMMISSIONERS
DELAWARE COUNTY, OHIO**

The Delaware County Board of Commissioners is seeking competitive sealed proposals from contractors for the provision of printers and printer maintenance services for county offices. Proposals will be received at the Board’s Office, 91 North Sandusky Street, Delaware, Ohio 43015, until 4:00 p.m. on Monday, September 30, 2024. At that time, proposals will be opened and names of offerors only will be available upon request. One (1) signed original and five (5) copies and a .pdf copy on a USB drive are to be included. Submittals pursuant to this request will not be received after the time and date stated above. The complete Request for Proposals is posted on the internet and may be viewed on Delaware County’s web page at <http://www.co.delaware.oh.us> under the heading Public Notices and Bids.

Any proposals submitted are to be prepared at the submitter’s expense. Delaware County reserves the right to reject any and all proposals in whole or in part. Acceptance of a proposal shall not constitute an agreement between the submitter and Delaware County. Delaware County shall have no liability whatsoever to any submitter whose proposal is not accepted. If a contract is awarded, it shall be awarded to the proposal determined to be most advantageous to Delaware County.

Any proposal submitted shall be accompanied by bond or certified check, cashier’s check, or money order on a solvent bank or savings and loan association in the amount of Five Hundred Dollars (\$500.00).

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

**14
RESOLUTION NO. 24-672**

IN THE MATTER OF GIVING INFORMED CONSENT AND WAIVING A CONFLICT OF INTEREST REGARDING REPRESENTATION BY THE DELAWARE COUNTY PROSECUTING ATTORNEY:

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

WHEREAS, pursuant to section 309.09 of the Revised Code, the Delaware County Board of Commissioners (the “Board”) the Delaware County Prosecuting Attorney represents the Board in its official capacity and advises it on legal matters coming before the Board; and

WHEREAS, the Delaware County Prosecuting Attorney also represents the Delaware County Veterans Service Commission, which has resulted in a conflict of interest in regard to a matter involving both public bodies; and

WHEREAS, the Delaware County Prosecuting Attorney has informed the Board that the conflict of interest exists and prepared a waiver for the Board’s consideration;

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

Section 1. The Board recognizes the existence of the conflict of interest and acknowledges that the conflict of interest has been fully explained. The Board fully understands the conflict of interest, and all questions that the Board may have about the conflict of interest have been fully answered to the Board’s satisfaction. By giving informed consent and waiving the conflict of interest the Board acknowledges and understands that the Delaware County Prosecuting Attorney will simultaneously act as legal advisor to the Board and the Delaware County Veterans Service Commission. The Board recognizes and understands that informed consent and waiver of the conflict of interest may be immediately withdrawn by the Board at any time by giving written notice.

Section 2. Based on the foregoing, the Board approves the Client Informed Consent and Conflict of Interest Waiver as presented by the Delaware County Prosecuting Attorney and authorizes the President of the Board to execute the waiver on behalf of the Board.

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

**15
ADMINISTRATOR REPORTS**

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

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COMMISSIONERS’ COMMITTEES REPORTS**

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Commissioner Benton – Attended a CEBCO meeting last week and gave reminder of Land Bank meeting to be held today.

Commissioner Merrell – Attended a CCAO Conference last week and also the Eagle Scout Presentation.

Commissioner Lewis – Absent.

17

RESOLUTION NO. 24-673

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF PENDING OR IMMINENT LITIGATION:

It was moved by Mr. Benton, seconded by Mr. Merrell, 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 Pending or Imminent Litigation.

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

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RESOLUTION NO. 24-674

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

Jeff Benton

Barb Lewis

Gary Merrell

Jennifer Walraven, Clerk to the Commissioners