

**COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 13, 2025**

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

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

1:30 PM Viewing for Indian Run Lateral #3 Drainage Petition

2:00 PM Viewing for Homestead Lane North Drainage Petition

1
RESOLUTION NO. 25-815

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS
FROM REGULAR MEETING HELD OCTOBER 9, 2025:**

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 October 9, 2025; 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 Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

2 PUBLIC COMMENT

3
RESOLUTION NO. 25-816

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES,
AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR 1010 AND MEMO TRANSFERS
IN BATCH NUMBERS MTAPR 1010:**

It was moved by Mr. Merrell, seconded by Mr. Benton, to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR 1010, memo transfers in batch numbers MTAPR 1010 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			

PR Number	Vendor Name	Line Description	Account	Amount
R2504635	COMMISSIONERS	REIMBURSE FAIRGROUNDS PROPERTY PREMIUM	29911190 - 5370	\$ 11,910.78
R2504640	PELTON ENVIRONMENTAL PRODUCTS	SULZER PUMP	66211900 - 5450	\$ 6,428.20
R2504642	INTERACTION INSIGHT CORP	IIC EVE MAINT 12 1 25- 11 30 26	21711326 - 5325	\$ 15,510.00
R2504647	CITY OF DELAWARE	BUILDING PERMITS - WILLIS BUILDING RENOVATIONS	42011438 - 5410	\$ 12,266.56
R2504650	TURNING POINT	2025 COMMUNITY ENHANCEMENT GRANT	10011102 - 5602	\$ 25,000.00

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

4
RESOLUTION NO. 25-217

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF AN APPLICATION FOR DOMESTIC

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VIOLENCE FUNDS FOR 2026, ESTIMATING THE AMOUNT OF FUNDS ANTICIPATED, AND ALLOCATING THE SAME TO QUALIFIED APPLICANTS, ALL PURSUANT TO CHAPTER 3113 OHIO REVISED CODE:

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

WHEREAS, pursuant to section 3113.35 of the Revised Code, a shelter for victims of domestic violence may apply to the board of county commissioners of the county in which it is located or of an adjoining county, the population of which is or will be served by the shelter, for the release of funds to be collected as fees for the issuance of marriage licenses pursuant to section 3113.34 or fees as additional costs in annulment, divorce, or dissolution of marriage actions and proceedings pursuant to division (D) of section 2303.201 of the Revised Code and that are to be used for the funding of the shelter; and

WHEREAS, Turning Point shelter located in Delaware County, has submitted an application to the Delaware County Board of Commissioners (the “Board”) for domestic violence funds for 2026, the application having been filed prior to the deadline of October 1, 2025; and

WHEREAS, on or before the fifteenth of November, the Board shall determine the applicant’s eligibility, estimate the amount of funds to be collected, and make an allocation to the eligible shelter;

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

Section 1. The Board hereby acknowledges receipt of an application for 2026 domestic violence funds from Turning Point shelter in Delaware, Ohio and determines that the application meets the requirements of section 3113.35 of the Revised Code.

Section 2. The Board hereby determines that Turning Point is eligible, pursuant to section 3113.36 of the Revised Code, to receive a funding allocation.

Section 3. The Board hereby estimates the total sum to be collected in 2026 at \$36,000.00.

Section 4. The Board hereby allocates 100% of the funds actually received to Turning Point, with distributions to be in accordance with section 3113.35 of the Revised Code.

Section 5. The Clerk of the Board is hereby directed to certify a copy of this Resolution to Turning Point.

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

**5
RESOLUTION NO. 25-818**

IN THE MATTER OF AMENDING RESOLUTION NO. 24-269, TO REFLECT UPDATED DELAWARE COUNTY STAFF CONTACTS:

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

WHEREAS, On April 4, 2024 the Board of County Commissioners of Delaware County Adopted Resolution NO. 24-269, Supporting the Ohio Commission for the United States Semiquincentennial (America 250-OH); and

WHEREAS, with Resolution NO. 24-269 the Delaware County Board of Commissioners (the “Board”), authorized Chris Shaw, Records Center Coordinator, and Jane Hawes, Director of Communications, to serve as county liaisons and points of contact for all local organizations, stakeholders, and communities within Delaware County; and

WHEREAS, Jane Hawes, Director of Communications, will no longer serve as county liaison for the Ohio Commission for the United States Semiquincentennial (America 250-OH); and

WHEREAS, the Board now wishes to update the list of individuals by naming Ali Glusich, Executive Assistant to the Board of Commissioners, Eric Weitz, Communications Coordinator to the Board of Commissioners, to serve with Chris Shaw, Records Center Coordinator, as county liaisons and points of contact for all local organizations, stakeholders, and communities within Delaware County;

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

Section 1. The Board hereby authorizes Ali Glusich, Executive Assistant to the Board of Commissioners, Eric Weitz, Communications Coordinator to the Board of Commissioners, and Chris Shaw, Records Center Coordinator, to serve as county liaisons and points of contact for all local organizations, stakeholders, and communities within Delaware County.

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Section 2. The Board hereby directs the Clerk to certify a copy of this Resolution to the Delaware County state legislative delegation and AMERICA 250-OH Commission headquartered at 41 S. High St., Suite 250, Columbus, OH 43215.

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

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

6
RESOLUTION NO. 25-819

IN THE MATTER OF APPROVING THE SOFTWARE LICENSE AGREEMENT AND THE
RELATED APPLICATION HOSTING AGREEMENT BY AND BETWEEN DELAWARE COUNTY,
OHIO AND RIGHT STUFF SOFTWARE CORPORATION:

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

WHEREAS, the County Auditor and the Deputy County Administrator recommend approving a software license agreement and a related application hosting agreement by and between Delaware County, Ohio and Right Stuff Software Corporation;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the software license agreement and the related application hosting agreement by and between Delaware County, Ohio and Right Stuff Software Corporation, as follows:

RIGHT STUFF SOFTWARE CORPORATION
SOFTWARE LICENSE AGREEMENT
END USER

This SOFTWARE LICENSE AGREEMENT ("Agreement") is made by and between Right Stuff Software Corporation ("Right Stuff") whose mailing address is 700 Stonehenge Parkway Unit A, Dublin, Ohio 43017, and the Delaware County Board of Commissioners, Delaware County, Ohio ("Board"), whose principal place of business is located at 91 North Sandusky Street, Delaware, Ohio 43015 (the "Licensee").

FOR AND IN CONSIDERATION OF the mutual promises, covenants, and obligations contained herein, the parties hereby agree as follows:

1. LICENSE.

- (A) In accordance with the terms herein, Right Stuff grants to Licensee, and Licensee accepts from Right Stuff, a perpetual nonexclusive and nontransferable license ("Software License") to use the current object code version of Right Stuff's Software. Licensee may install the Software specified in the description of the Software attached as Exhibit A ("Software").
- (B) Licensee's use of the Software is restricted so that Licensee may not:
- (1) Sublicense, sell, lease, or rent the Software;
 - (2) Decompile, disassemble, reverse engineer the Software;
 - (3) Create a derivative work of the Software;
 - (4) Use the software by more than the number of concurrent users that have been licensed; or
 - (5) Reveal benchmark tests.
- (C) Right Stuff reserves the right, without prior approval from or notice to the Licensee, to make changes to the Software and Related Materials and to substitute Software and Related Materials reflecting those changes provided that the Software and Related Materials delivered substantially conform to the specifications in place as of the effective date of this Agreement.

2. OTHER LICENSES.

Except as provided in this Agreement, no license under any patents, copyrights, trademarks, trade secrets or any other intellectual property rights, express or implied, are granted by Right Stuff to Licensee under this Agreement.

3. ACCESS TO SOFTWARE.

- (A) Licensee will not allow any third party to have access to the Software, documentation and product collateral ("Related Materials") without Right Stuff's prior written consent. Licensee will not have any rights to grant any sublicense, sub franchise or lease or otherwise transfer any of its rights to the Software and Related Materials under this Agreement without the prior written consent of Right Stuff.
- (B) Unless herein otherwise stated, the Software and all Right Stuff applications and data used within Right Stuff applications shall be maintained behind the Licensee's firewall and secured according to Licensee's information security program.

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4. TERM OF AGREEMENT.

- (A) The initial term of this Agreement is for a period of thirty-six (36) months ("Initial Term") which commences when Licensee accepts or is deemed to have accepted the Software which is the subject of this Agreement ("Go Live Date"). Upon the expiration of the Initial Term, this Agreement will automatically renew for successive one (1) year terms, under the same terms and conditions set forth herein, unless within ninety (90) days of the expiration of the then current Renewal Term, Licensee has provided to Right Stuff written notice of Licensee's intent not to renew. For each renewal period, Right Stuff's fees may be subject to an annual increase not to exceed three percent (3%) per year calculated starting on the Go Live Date. Such annual increase, if any, shall be communicated by Right Stuff to Licensee on or before July 1 of the year prior to the Renewal Term which is subject to the annual increase. If this Agreement is not renewed, upon the expiration of the then current Renewal Term, the Licensee shall return the Software and all copies thereof to Right Stuff.
- (B) The Go Live Date shall be the first date the Licensee begins using the software in their production environment. This date will be communicated in an email from Right Stuff to the Licensee.

5. COPIES.

The license(s) granted herein include(s) the right to copy the Software to use the Software as specified in Exhibit A and pursuant to this Software License and for archival and back-up only. In order to protect Right Stuff's copyrights in the Software, Licensee agrees to reproduce and incorporate Right Stuff's copyright notice in any copy, modifications or partial copy.

6. TRANSFERS.

Licensee may physically transfer the Software from (as applicable):

- (1) One (1) standalone computer or network node to another standalone computer or network node; or
- (2) One (1) server to another server, provided the Software is used on only one (1) computer, network node or server(s) (web and database) at a time; or
- (3) The same number of standalone computers, network nodes or servers to the same number of other standalone network nodes or servers.

7. PRICE AND PAYMENT.

Licensee shall make payment to Right Stuff for the Software License pursuant to the fees and payment terms set forth in Exhibit A.

8. SOFTWARE OWNERSHIP.

- (A) Right Stuff represents that it has all rights required to license the Software and all portions thereof and to grant Licensee the Software License.
- (B) Risk of Joss or damage to Software licensed by Licensee under this Agreement will vest in Licensee when the Software have been received by Licensee, or its representative, provided that such loss or damage is not caused by Right Stuff, its employees or agents.

9. OTHER SERVICES.

Right Stuff may provide Licensee with consulting services, software maintenance, and technical support not provided herein through separate written agreements.

10. ADDITIONAL INTELLECTUAL PROPERTY RIGHTS.

The parties agree and acknowledge that the Software and related services to be provided under this Agreement by Right Stuff may result in the development of proprietary and secret information, materials, concepts, applications, technologies, systems, solutions, techniques, methods, processes, adaptations and ideas ("Propriety Information"). The parties agree that such Propriety Information shall, in the absence of an agreement to the contrary, belong to Right Stuff and Licensee shall have a nonexclusive license to use such. Licensee hereby agrees that the Software and all materials incidental thereto developed by Right Stuff under this Agreement shall be the sole and exclusive property of Right Stuff, and that Right Stuff shall own all of the rights, title and interest in such Software including, but not limited to any copyrights, patents, trademarks and trade secrets relating to the Software. Where applicable, Licensee hereby agrees to cooperate with Right Stuff in securing or registering any such rights.

11. ASSIGNMENT.

Licensee may not assign its rights or obligations under this Agreement without the prior written consent of Right Stuff. Right Stuff may not assign or transfer, without the prior written consent of the Licensee, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part; provided, however, that Right Stuff may assign its rights, duties and obligations under this Agreement to a parent company or subsidiary or a purchaser of all or substantially all of its assets.

12. WARRANTY.

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- (A) RIGHT STUFF WARRANTS THAT SOFTWARE WILL CONFORM TO RIGHT STUFF'S PROPOSAL ("EXHIBIT B") WHEN INSTALLED AND WILL BE FREE OF DEFECTS WHICH SUBSTANTIALLY AFFECT SYSTEM PERFORMANCE FOR A PERIOD OF NINETY (90) DAYS AFTER THE GO LIVE DATE.
- (B) IN THE EVENT OF AN ALLEGED DEFECT, THE LICENSEE MUST NOTIFY RIGHT STUFF IN WRITING, WITHIN NINETY (90) DAYS OF DELIVERY OF THE SOFTWARE TO THE LICENSEE (NOT INCLUDING DELIVERY OF ANY SUBSEQUENT MODIFICATIONS TO THE SOFTWARE), OF ITS CLAIM OF ANY SUCH DEFECT. IF THE SOFTWARE IS FOUND DEFECTIVE BY RIGHT STUFF, RIGHT STUFF WILL, AT ITS OPTION, CHOOSE TO CORRECT OR WORK AROUND ERRORS TO REPLACE DEFECTIVE MEDIA OR REPLACE THE SOFTWARE WITH FUNCTIONALLY EQUIVALENT SOFTWARE. IN THE EVENT THAT, WITHIN A REASONABLE PERIOD OF TIME AFTER NOTIFICATION, SUCH REPAIRED, REPLACED, OR SUBSTITUTE SOFTWARE CONTINUES NOT TO PERFORM ACCORDING TO CURRENT PUBLISHED SPECIFICATIONS, LICENSEE MAY, AT ITS OPTION, TERMINATE THE AGREEMENT.
- (C) THE ABOVE IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY MADE BY RIGHT STUFF. RIGHT STUFF MAKES AND LICENSEE RECEIVES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. RIGHT STUFF SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT FOR CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE STATED EXPRESS WARRANTY IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF RIGHT STUFF FOR DAMAGES ARISING OUT OF, OR IN CONNECTION WITH THE DELIVERY OR PERFORMANCE OF THE SOFTWARE.
- (D) IF ANY MODIFICATIONS ARE MADE TO THE SOFTWARE BY LICENSEE DURING THE WARRANTY PERIOD, THIS WARRANTY SHALL IMMEDIATELY BE TERMINATED. CORRECTION FOR DIFFICULTIES OR DEFECTS TRACEABLE TO LICENSEE'S ERRORS OR SYSTEMS CHANGES SHALL BE BILLED AT RIGHT STUFF'S STANDARD TIME AND MATERIAL CHARGES (\$150 PER HOUR).
- (E) RIGHT STUFF DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE OR THE OPERATION OF THE SOFTWARE AND RELATED MATERIALS WILL BE UNINTERRUPTED OR ERROR FREE.
- (F) LICENSEE IS SOLELY RESPONSIBLE FOR ANY POLICY, PROCEDURE, PRACTICE, OR OTHER "LOCAL" MATTER LICENSEE DIRECTS OR REQUESTS RIGHT STUFF TO IMPLEMENT AS A SOFTWARE OPTION. LICENSEE ACCEPTS RESPONSIBILITY FOR ANY SOFTWARE OPTIONS THAT ARE IMPLEMENTED AT ITS SOLE REQUEST OR DIRECTION IF SUCH SOFTWARE OPTION VIOLATES LOCAL, STATE AND/OR FEDERAL LAWS.

13. SYSTEM MAINTENANCE.

Licensee will from time to time require maintenance and support regarding the use of the Software.

Right Stuff and Licensee agree as follows:

- (A) Right Stuff will promptly notify Licensee of any material defects or malfunctions in the Software or Related Materials that it learns from any source.
- (B) Right Stuff will, from time to time, supply Licensee with copies of the Software and Related Materials revised to reflect significant updates and enhancements to the Software made by Right Stuff, if any, during the period of this Agreement. Such enhancements may include, without limitation, modifications to the Software that increase its speed, efficiency, and/or ease of operation. Right Stuff will supply copies of any of these updates and/or enhancements without additional charge.
- (C) Within a reasonable time after being given written notice thereof, Right Stuff will correct inherent material errors in the Software that are not caused by the Licensee's misuse, improper use, alteration, or damage to the Software.

14. INDEMNITY.

- (A) Right Stuff, at its own expense, will defend any action brought against Licensee and indemnify Licensee for any damages awarded against Licensee in any action to the extent that it is based on a claim that the Software or any software system used within the scope of this Agreement infringes any U.S. patents, copyrights, license or other property right, provided that Right Stuff is immediately notified in writing of such claim. Right Stuff shall have the right to control the defense of all such claims, lawsuits and other proceedings. In no event shall Licensee settle any such claim,

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lawsuit or proceeding without Right Stuff's prior written approval.

- (B) If, as a result of any claim of infringement against any patent, copyright, license or other property right, Right Stuff is enjoined from using the Software, or if Right Stuff believes that the Software is likely to become the subject of a claim of infringement, Right Stuff at its option and expense may procure the right for Licensee to continue to use the Software, or replace or modify the Software so as to make it non-infringing. If neither of these two options is reasonably practicable, Right Stuff may discontinue the Software License granted herein upon thirty (30) day written notice to the Licensee and shall refund to Licensee the unamortized portion of the monthly license fees hereunder that have been paid. Amortization of license fees in the initial year of the contract shall commence on the Go Live Date under this Agreement and amortization of license fees for subsequent years shall commence on the first date of that calendar year. The foregoing states the entire liability of Right Stuff with respect to infringement of any copyrights or patents by the Software or any parts thereof.
- (C) To the fullest extent of the law and without limitation, Right Stuff agrees to and shall indemnify and hold free and harmless the County and all of its boards, board members, officers, officials, directors, employees, volunteers, agents, and representatives (collectively "Indemnified Parties") from any and all actions, claims, suits, demands, judgments, damages, losses, costs, fines, penalties, fees, and expenses, including, but not limited to attorney's fees, arising out of or resulting from any accident, damage, injury, bodily injury, sickness, disease, illness, death, or occurrence, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to Right Stuff's performance of this Agreement or the actions, inactions, or omissions of Right Stuff, including, but not limited to the performance, actions, inactions, or omissions of Right Stuff's employees, volunteers, agents, or representatives. Right Stuff's obligation to indemnify and hold free and harmless is proportionate to the extent of its own negligent acts, errors, and/or omissions, including any negligent act, error, or omission of its employees, representatives, agents, or assigns.

15. INSURANCE

Right Stuff shall carry and maintain current throughout the term of the Agreement such commercial general liability insurance, workers' compensation insurance, and automobile insurance, with coverage equal to or greater than that required by applicable law, as will protect it and the Indemnified Parties against any and all claims which may arise out of or result from the performance of or operations under this Agreement or from the use of any vehicle(s) in connection therewith, and shall include coverage for indemnification per Sec. 14(C) above. Right Stuff shall be responsible for any and all premiums for such policy(ies) of insurance. Right Stuff shall name Licensee and Delaware County, Ohio as additional insured for all policies applicable to this Agreement and shall provide such certificates evidencing compliance with this requirement to Licensee.

16. PROPRIETARY RIGHTS; LICENSE GRANT.

Licensee acknowledges and agrees that the Software contains proprietary and confidential information that is protected by applicable intellectual property and other laws. Licensee further acknowledges and agrees that content contained in information presented to Licensee through the Software is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by Right Stuff, Licensee agrees not to duplicate, modify, reproduce, rent, lease, loan, sell, give, sublicense, assign, distribute, otherwise transfer, create derivative works based on, reverse engineer, reverse assemble, decompile or otherwise attempt to discover any source code for the Software, in whole or in part, or to allow or assist any others to do so. Right Stuff grants Licensee a personal, nontransferable, non sublicenseable and nonexclusive right and license to use the object code of its Software for the sole purpose of accessing and using the Software. Licensee agrees not to access the Software by any means other than through the interface that is provided by Right Stuff for use in accessing the Software.

17. CONFIDENTIALITY, SCOPE OF AGREEMENT, AND OWNERSHIP.

The provisions of this Section survive any termination or expiration of this Agreement.

(A) Definitions.

- (1) "*Licensee Information*" means the following types of information of Licensee and its Affiliates obtained or accessed by Right Stuff from or on behalf of Licensee or its affiliates in connection with this Agreement or any discussions between the parties regarding new services or products to be added to this Agreement: (a) trade secrets and proprietary information; (b) customer lists, business plans, information security plans, business continuity plans, and proprietary software programs; (c) any personally identifiable information, defined as information that can be identified to a particular person without unreasonable effort, such as the names and social security numbers of Licensee's individual customers ("Licensee PIT"); and (d) any other information received from or on behalf of Licensee or its Affiliates that Right Stuff could reasonably be expected to know is confidential or exempted from disclosure under Ohio's Public Records Law.
- (2) "*Right Stuff Information*" means the following types of information of Right Stuff and its affiliates obtained or accessed by Licensee from or on behalf of Right Stuff or its affiliates in connection with this Agreement or any discussions between the parties regarding new services or products

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to be added to this Agreement: (a) trade secrets and proprietary information (including that of any Right Stuff Licensee, supplier, or licensor); (b) Licensee lists, information security plans, business continuity plans, all information and documentation regarding the hosting environment ("Deliverables"), all software products, including software modifications and documentation, databases, training aids, and all data, code, techniques, algorithms, models, methods, processes, logic, architecture, and designs embodied or incorporated therein; and (c) any personally identifiable information, defined as information that can be identified to a particular person without unreasonable effort, such as the names and social security numbers of Right Stuff employees; and (d) any other information and data received from or on behalf of Right Stuff or its affiliates that Licensee could reasonably be expected to know is confidential or exempted from disclosure under Ohio's Public Records Law.

- (3) *"Information"* means, collectively, Licensee Information and Right Stuff Information. No obligation of confidentiality applies to any Information that: (a) the receiving entity ("Recipient") already possesses without obligation of confidentiality; (b) develops independently without reference to Information of the disclosing entity ("Discloser"); (c) rightfully receives without obligation of confidentiality from a third party; or (d) is or becomes publicly available without Recipient's breach of this Agreement.

(B) Obligations.

- (1) Recipient agrees to hold as confidential all Information it receives from the Discloser. All Information shall remain the property of Discloser or its suppliers and licensors. Recipient will use the same care and discretion to avoid disclosure of Information as it uses with its own similar information that it does not wish disclosed, but in no event less than a reasonable standard of care and no less than is required by law. Recipient may only use Information for the lawful purposes contemplated by this Agreement, including in the case of Right Stuff use of Licensee Information for fulfilling its obligations under this Agreement, performing, improving and enhancing the Deliverables, and developing data analytics models to produce analytics-based offerings. Licensee agrees that prior to providing Right Stuff access to any Licensee PII, Licensee shall ensure that any necessary consent has been obtained that is required by law or regulation for Right Stuff to access the information and to use it pursuant to the terms set forth in this Agreement. Right Stuff specifically agrees not to use or disclose any "non-public personal information" about Licensee's customers in any manner prohibited by Title V of the Gramm-Leach-Bliley Act or the regulations issued thereunder ("GLBA"), as applicable to Right Stuff.
- (2) Recipient may disclose Information to its employees and employees of permitted subcontractors and affiliates who have a need to know, its attorneys and accountants as necessary in the ordinary course of its business, or any other party with Discloser's prior written consent. Before disclosure to any of the above parties, Recipient will have a written agreement with (or in the case of its attorneys or accountants a professional obligation of confidentiality from) such party sufficient to require that party to treat Information in accordance with the requirements of this Agreement, and Recipient will remain responsible for any breach of this section by any of the above parties.
- (3) Recipient may disclose Information to the extent required by law or legal process, provided that: (a) Recipient gives Discloser prompt notice, if legally permissible, so that Discloser may seek a protective order; (b) Recipient reasonably cooperates with Discloser (at Discloser's expense) in seeking such protective order; and (c) all Information shall remain subject to the terms of this Agreement in the event of such disclosure. At Recipient's option, Information will be returned to Discloser or destroyed (except as may be contained in backup files created in the ordinary course of business) at the termination or expiration of this Agreement or any applicable Exhibit and, upon Discloser's request, Recipient will certify to Discloser in writing that it has complied with the requirements of this sentence. Right Stuff acknowledges that the County is subject to Ohio's Public Records Laws and may be prohibited from returning or destroying information upon demand, unless such request is consistent with the applicable records retention schedule. Such an action by the County shall not be considered a breach of this provision.
- (4) Recipient acknowledges that any breach of this section may cause irreparable harm to Discloser for which monetary damages alone may be insufficient, and Recipient therefore acknowledges that Discloser shall have the right to seek injunctive or other equitable relief against such breach or threatened breach, in addition to all other remedies available to it at law or otherwise.

(C) Scope of Agreement.

- (1) Licensee may only use the Deliverables to process the transactions contemplated by this Agreement.
- (2) Licensee's use of the Deliverables in the course of Licensee's business is restricted to only those uses expressly stated in this Agreement and the attached Exhibits. Licensee acknowledges that the Deliverables were designed by Right Stuff in accordance with Licensee's specifications, and that any use of the Deliverables beyond what is specified in this Agreement and the attached Exhibits is prohibited. USE OF THE DELIVERABLES BEYOND WHAT IS SPECIFIED IN THIS AGREEMENT AND THE ATTACHED

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EXHIBITS WILL VOID ANY EXPRESS OR IMPLIED WARRANTIES MADE BY RIGHT STUFF. Without limiting any other obligation by Licensee or remedy available to Right Stuff under this Agreement or its Exhibits, Right Stuff shall have the right to require Licensee to enter into a new and separate agreement for any use of the Deliverables that is beyond what is specified in such Exhibits.

- (3) Notwithstanding any other provision of this Agreement, Section 16(C)(2) shall not apply if Licensee receives a public record request pursuant to Ohio's Public Records Law and Right Stuff fails to seek a protective order to prevent the release of the Deliverables, or if a court of competent jurisdiction finds that the Licensee is legally required to release the requested Deliverable wider Ohio law.

(D) Ownership.

With the exception of Licensee Information, all information, reports, studies, object and source code (including without limitation the Application, Deliverables, and Related Materials ("Products") and all modifications, enhancements, additions, upgrades, or other works based thereon or related thereto), flow charts, diagrams, specifications, and other tangible or intangible material of any nature whatsoever produced by Right Stuff or jointly with Licensee or by any of Right Stuff's or Licensee's employees or agents, through or as a result of or related to any of the Deliverables provided hereunder, or development of any data analytics models hereunder, and all patents, copyrights, and other proprietary rights related to each of the foregoing, shall be the sole and exclusive property of Right Stuff or its affiliates, to the extent that such assignment is allowable under Ohio law and the material or document is not deemed a public record under Ohio law. Licensee hereby irrevocably assigns and transfers to Right Stuff all rights, title, and interest in any such works referenced in the foregoing sentence, including without limitation copyrights, patent rights, trade secrets, industrial property rights, and moral rights, and shall cooperate in good faith to execute all documents reasonably requested by Right Stuff to perfect such rights, to the extent that such assignment and transfer is allowable under Ohio law and the material or document is not deemed a public record under Ohio law. Licensee shall be entitled to use all such work product in accordance with the applicable terms and conditions of this Agreement. Restrictions. Without limiting any other obligation set forth in this section, Licensee shall not use, transfer, distribute, interface, integrate, or dispose of any information or content contained in Deliverables in any manner that competes with the business of Right Stuff. Except as expressly authorized in any applicable Exhibit, Licensee shall not reproduce, republish or offer any part of the Deliverables (or compilations based on any part of the Deliverables) for sale or distribution in any form, over or through any medium. Licensee acknowledges and understands that any violation of this Section would put Right Stuff's valuable and vital intellectual property at risk and severely compromise Right Stuff's ongoing business concerns. Right Stuff and Licensee agree that any violation of this Section constitutes a material breach of this Agreement, and that damages suffered by Right Stuff as a result of this breach will be substantial and difficult to estimate with certainty. Notwithstanding anything to the contrary in this Agreement, Right Stuff acknowledges and understands that as a political subdivision of Ohio, Licensee is subject to Ohio's Public Records Law and the Licensee's compliance with its legal obligations thereunder shall not be deemed a material breach of this Agreement.

18. TERMINATION.

- (A) Licensee shall have the right to immediately terminate this Agreement and license(s) granted herein in the event Right Stuff neglects or fails to perform or observe any of its obligations under this Agreement and such condition is not remedied within sixty (60) days after Right Stuff's receipt of written notice from Licensee to Right Stuff setting forth Right Stuff's alleged breach. Such notice may be delivered by email with delivery confirmation.
- (B) In the event of termination by reason of Right Stuff's failure to comply with any part of this agreement, or upon any act which shall give rise to Licensee's right to terminate, Licensee shall have the right, at any time, to terminate the Software License(s). Within ten (10) days after termination of the Software License(s), Licensee shall return the Software and documentation and all copies wherever located, to Right Stuff or, upon request by Right Stuff, shall destroy the Software and all copies, and certify in writing that they have been destroyed. In the event that Licensee terminates this Agreement for cause pursuant to this section, Right Stuff shall refund to Licensee the unamortized portion of the monthly license fees hereunder that have been paid, and Licensee shall not be liable for payment for services performed after the date of termination. Amortization of license fees in the initial year of the contract shall commence on the Go Live Date under this Agreement and amortization of license fees for subsequent years shall commence on the first date of that calendar year.

19. LIMITATION OF LIABILITY.

- (A) No Special, Indirect, Incidental, Punitive or Consequential Damages. LICENSEE AGREES, OTHER THAN FOR A CLAIM RESULTING FROM RIGHT STUFF'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE MAXIMUM LIABILITY ASSUMED BY RIGHT STUFF UNDER THIS AGREEMENT, REGARDLESS OF THE CLAIM OR FORM

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OF ACTION OR SUIT, WHETHER IN CONTRACT, NEGLIGENCE, OR TORT, WILL BE LIMITED TO CORRECTION OR REPLACEMENT COSTS. RIGHT STUFF WILL NOT BE LIABLE FOR ANY: (1) SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, ARISING FROM OR RELATED TO A BREACH OF THIS AGREEMENT OR ANY ORDER OR THE OPERATION OR USE OF THE SOFTWARE, SOFTWARE PRODUCTS AND SERVICES INCLUDING SUCH DAMAGES, WITHOUT LIMITATION, AS DAMAGES ARISING FROM LOSS OF DATA OR PROGRAMMING, LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, DAMAGE TO EQUIPMENT, EVEN IF RIGHT STUFF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (2) DAMAGES (REGARDLESS OF THEIR NATURE) FOR ANY DELAY OR FAILURE BY RIGHT STUFF TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT DUE TO ANY CAUSE BEYOND RIGHT STUFF'S REASONABLE CONTROL.

(B) Limitation of Liability.

- (1) NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, RIGHT STUFF'S LIABILITIES UNDER THIS AGREEMENT ON ANY CLAIMS BY LICENSEE (OTHER THAN A CLAIM RESULTING FROM RIGHT STUFF'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, FOR WHICH THERE SHALL BE NO CAP ON LIMITATIONS ON DAMAGES CLAIMED BY THE LICENSEE), WHETHER UNDER CONTRACT LAW, TORT LAW, WARRANTY OR OTHERWISE WILL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE AMOUNTS ACTUALLY RECEIVED BY RIGHT STUFF AND PAID BY LICENSEE FOR RIGHTS TO USE THE SOFTWARE.
- (2) EACH PARTY WILL BE RESPONSIBLE FOR ITS OWN ACTS AND OMISSIONS AND WILL BE RESPONSIBLE FOR ANY AND ALL DAMAGES, COSTS, AND EXPENSES THAT ARISE OUT OF THAT PARTY'S OWN NEGLIGENCE, TORTIOUS ACTS, OR OTHER CONDUCT OR ARE DUE TO THE NEGLIGENCE, TORTIOUS ACTS, OR OTHER CONDUCT OF THAT PARTY'S RESPECTIVE AGENTS, OFFICERS, OR EMPLOYEES. THIS CLAUSE SHALL NOT OPERATE AS A CAP OR LIMIT ON A CLAIM RESULTING FROM RIGHT STUFF'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

(C) Alterations by Licensee.

Right Stuff will not be responsible in any regard for any Software which is altered by Licensee and Licensee assumes any and all risks and liabilities arising from such alteration.

20. NOTICE.

Any notice required or permitted by this Agreement shall be given in writing and delivered by personal service, or by email, or by certified mail, return receipt requested, properly addressed as follows:

Licensee:

Board of Commissioners
91 N. Sandusky St.
Delaware, OH 43015
Attn: General Counsel

Right Stuff:

Right Stuff Software Corporation
700 Stonehenge Parkway Unit A
Dublin, OH 43017
Attn: President

21. GENERAL.

- (A) **Interpretation.** Each party acknowledges that it has read this Agreement, it understands it, and agrees to be bound by its terms, and further agrees that this is the complete and exclusive statement of the Agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the parties relating to this Agreement. This Agreement may not be modified or altered except by written instrument duly executed by both parties.
- (B) **Force Majeure.** Dates or times by which Right Stuff is required to make performance under this license shall be postponed automatically to the extent that Right Stuff is prevented from meeting them by causes beyond its reasonable control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services.
- (C) **Applicable Law.** This Agreement and all rights, obligations and remedies of the parties hereunder shall be governed by the laws of the State of Ohio.

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- (D) **Severability.** If any provision of this Agreement is declared to be invalid by a court of competent jurisdiction, said provision shall be deemed to be omitted from this Agreement and the remaining provisions shall remain in full force and effect.

- (E) **Assignment.** The Licensee may not assign or sublicense, without the prior written consent of Right Stuff, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part. Right Stuff may not assign or transfer, without the prior written consent of the Licensee, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part; provided, however, that Right Stuff may assign its rights, duties and obligations under this Agreement to a parent company or subsidiary or a purchaser of all or substantially all of its assets.

- (F) **Jurisdiction and Venue.** The parties agree that any disputes that arise between them that may be subject to suits and claims which may only be brought in the state courts located in Delaware County, Ohio.

- (G) **Waiver of Breach.** No waiver of breach or failure to exercise any options, right or privilege or failure to enforce at any time any provision or any portion of any provision under the terms of this Agreement or any order on any occasion or occasions will be construed to be a waiver of the same or any other option, right, privilege, or right to enforce such provision on any other occasion. No delay or failure of either party in exercising any rights under this Agreement and no partial or single exercise of any rights under this Agreement will be deemed to constitute a waiver of such rights or any other rights under this Agreement.

- (H) **Compliance with Laws.** Right Stuff and Licensee each will comply with the provisions of all applicable federal, state, county and local laws, ordinances, regulations and codes including, but not limited to, Right Stuff's and Licensee's obligations as employers with regard to the health, safety and payment of its employees, and identification and procurement of required permits, certificates, approvals and inspections of Right Stuff's and Licensee's performance of this Agreement.

- (I) Right Stuff and Licensee are independent contractors and neither shall act as the other's agent, or be deemed an agent or employee of the other, nor shall this Agreement be interpreted as creating a partnership or joint venture or otherwise. Licensee is a public employer as defined in R.C. § 145.01(D). The County has classified Right Stuff 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 Right Stuff and/or any of its board members, officers, officials, employees, representatives, agents, and/or volunteers for Services and/or deliverables rendered and/or received under or pursuant to this Agreement. Right Stuff acknowledges and agrees that the Licensee, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. Right Stuff may certify by signing below that it has five (5) or more employees and, as a result of such fact, is not required to complete an OPERS Non-Member Acknowledgement Form. If Right Stuff does not have five (5) or more employees, a properly executed OPERS Non-Member Acknowledgement Form must be executed.

- (J) Licensee shall not, without Right Stuff's prior written consent, directly or indirectly, solicit for employment or hire any Restricted Employee, as defined herein, while such person is employed by Right Stuff and for the twelve (12) month period starting on the earlier of: (1) termination of such Restricted Employee's employment with Right Stuff; or (2) termination or expiration of this Agreement. For the purposes of this provision, "Restricted Employee" means any former or current employee of Right Stuff that Licensee became aware of or came into contact with during Right Stuff's performance of its obligations under this Agreement.

- (K) Licensee and Right Stuff shall have the right to make general references about each other and the type of Deliverables being provided hereunder to third parties, such as auditors, regulators, financial analysts, and prospective customers and Licensees, provided that in so doing Licensee and Right Stuff do not breach any other sections of this Agreement. Right Stuff may issue a press release, subject to Licensee's prior approval, regarding this Agreement, including its renewal and the addition of Deliverables, and upon Right Stuff's reasonable request, Licensee may provide a favorable quotation, for inclusion in any such press release. Except as authorized herein, Licensee will not use the name, trademark, logo or other identifying marks of Right Stuff or any of its affiliates in any sales, marketing, or publicity activities, materials, or website display without the prior written consent of Right Stuff.

- (L) The section headings contained in this Agreement are inserted only as a matter of convenience and reference and in no way define, limit or describe the scope of intent of this Agreement and do not in any way affect its provisions.

- (M) This Agreement inures to the benefit of and is binding upon the parties to this Agreement and their successors.

- (N) The Parties agree to execute any and all documents necessary to carry out the terms and

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conditions of this Agreement and the contemplated relationship between the Parties.

- (0) Right Stuff, by signature of its authorized representative below, hereby certifies that it is not subject to any current unresolved findings for recovery pending or issued against it by the State of Ohio.
- (P) **Personal Property Taxes.** Right Stuff, 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.
- (Q) **Competitive Bidding Not Required:** Consistent with R.C. § 307.86, this Agreement is not required to be competitively bid.

EXHIBIT A

- 1. **SOFTWARE**
Software means the program outlined in Exhibit B in object code and Related Materials.
The number of users permitted to use the Software under this license is 900 full-time and 200 part-time users.
- 2. **SYSTEM REQUIREMENTS**
The detailed requirements for the system to be delivered are documented in the attached Project Proposal, for the Employee Timekeeping and Scheduling Software Package dated July 23, 2025 (Exhibit B).
- 3. **PAYMENT TERMS**
All payments are to be made in U.S. dollars, payable net 60.

Fees are as stated in the proposal of July 23, 2025 (Exhibit B).

Initial consultation, setup, and training will be performed remotely
The initial setup fee is due at the start of implementation. Monthly license fees begin in the calendar month following the Go Live Date. The first year will be a pro-rated amount of monthly license fees for the remainder of that calendar year. License fees for subsequent calendar years will be invoiced in January.

EXHIBIT B

(A copy of the agreement and exhibits shall be retained in the Commissioners’ Office and the Auditor’s office in accordance with the applicable records retention schedule(s).)

RIGHT STUFF SOFTWARE CORPORATION
APPLICATION HOSTING AGREEMENT
END USER

This APPLICATION HOSTING AGREEMENT ("Agreement") is made by and between Right Stuff Software Corporation ("Right Stuff") whose mailing address is 700 Stonehenge Pkwy Unit A, Dublin, Ohio 43017, and the Delaware County Board of Commissioners, Delaware County, Ohio ("Board"), whose principal place of business is located at 91 North Sandusky Street, Delaware, Ohio 43015 (the "Licensee").

FOR AND IN CONSIDERATION OF the mutual promises, covenants, and obligations contained herein, the parties hereby agree as follows:

- 1. **GRANT OF LICENSE; TERM.**
In accordance with the terms herein, Right Stuff grants to Licensee, and Licensee accepts from Right Stuff, a perpetual nonexclusive and nontransferable license ("Access License") to host the current object code version of Right Stuff Software's Precinct Manager Application ("Application"). Right Stuff will host the Application on Right Stuff's equipment or equipment leased or rented by Right Stuff. This Agreement provides the conditions and terms for the hosting environment and the ability to provide for the availability of the Application ("Service").

A. Length of Service. Licensee agrees to an initial thirty-six (36) month contractual term of service ("initial Term") under this agreement. The length of contract required is based on the type of service desired by Licensee and shall be determined Solely by Right Stuff. After the initial Term, this Agreement shall continue for successive one (1) year periods ("Renewal Periods"), which shall automatically renew under the same terms and conditions as set forth herein without further documentation being required, subject to Right Stuff's rights of revision as described in Section 2(B), and unless and until either party terminates the Agreement in accordance with Section 3.
- B. Service Start Date.** Service shall begin at the start of implementation.
- C. Go Live date.** The Go Live Date shall be the first date the Licensee begins using the software in their production environment. This date will be communicated in an email from Right Stuff to the Licensee.

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2. PRICE AND PAYMENT

Licensee shall make payment to Right Stuff for the Access License pursuant to the fees and payment terms set forth in Exhibit A.

(A) Payment Due Date. Licensee agrees to pay all fees on invoices sent by Right Stuff, whether the invoice is sent by electronic mail or by US Postal mail, within sixty (60) days of receipt. Accounts that are delinquent may be canceled for nonpayment. To re-instate a canceled account, a new setup fee will be incurred at the then current rates, subject to approval of credit.

(B) Fee Increases. Right Stuff reserves the right to revise the fees at any time during a Renewal Term upon ninety (90) days' notice to Licensee of such proposed revisions; such revisions to take effect on the ninetieth day after such notice is given ("Effective Date"). If such proposed revisions are unacceptable to Licensee, Licensee may terminate this Agreement pursuant to the termination provisions herein. In the event that Licensee continues to use the Access License after the Effective Date of the fee increases, the Licensee is deemed to have accepted the revised fee(s) as proposed in the notice of the increased fees. For each Renewal Term, Right Stuff's fees may be subject to an annual increase not to exceed three percent (3%) per year calculated starting on the commencement of the initial term. Such annual increase, if any, shall be communicated by Right Stuff to Licensee on or before July 1 of the year prior to the Renewal Term which is subject to the annual increase.

3. TERMINATION

(A) For Convenience. Either party may terminate this Agreement at any time on at least ninety (90) days' written notice to the other. Such notice of intent to terminate shall provide a date at least ninety (90) days from the date of such notice, on which this Agreement shall be considered terminated ("Termination Date"). In the event the Licensee terminates this Agreement, Right Stuff shall submit a final invoice within sixty (60) days of receiving the written termination notice. The Licensee is not liable for payment for services performed after the date of termination. Licensee shall pay to Right Stuff in full for the calendar month in which the Termination Date falls.

(B) For Cause.

1. Either party may terminate this Agreement in the event the other party is in material breach of any provision of this Agreement upon at least ninety (90) days' prior written notice to the defaulting party. Upon receipt of notice of intent to terminate for breach, the defaulting party shall have ninety (90) days to cure the default. If the default is not cured within ninety (90) days, this Agreement shall be deemed terminated as of the date provided in the notice. In the event that Licensee terminates this Agreement for cause pursuant to this section, Right Stuff shall refund to Licensee the unamortized portion of the monthly license fees hereunder that have been paid. Amortization of license fees in the initial year of the contract shall commence on the Start Date under this Agreement and amortization of license fees for subsequent years shall commence, on the, first date of that calendar year.

2. Notwithstanding the foregoing, Right Stuff may immediately terminate this Agreement and withdraw the Services in the event that in the sole discretion of Right Stuff, it determines that:

- a. Licensee is using the Service, or is allowing, authorizing or assisting the use of the Service, for illegal purposes; or
- b. Licensee is in breach of any law or any right of any third party, including but not limited to any right of copyright, trademark, or other property right of any person or entity; or
- c. Licensee downloads or installs third party software to Right Stuff's Websites or computer without the express written authorization of Right Stuff.

4. SERVICE AVAILABILITY.

A. Right Stuff shall use commercially reasonable efforts to provide the Service on a twenty-four (24) hour a day, seven (7) days a week basis throughout the term of this Agreement.

B. Licensee hereby acknowledges that from time to time the Service may be inaccessible, inoperable, or interrupted for any reason including, without limitation:

1. Equipment malfunctions;
2. Periodic maintenance procedures or repairs that Right Stuff may undertake; or
3. Causes beyond the control of Right Stuff or that are not reasonably foreseeable by Right Stuff including, without limitation, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures, acts of nature, third-party equipment and transmission failures, or security breaches.

C. Licensee further agrees that the availability of the Service may be inaccessible during periods of time for which Licensee has scheduled upgrades or downgrades to the Service or other hosted applications. Right Stuff will provide Licensee with at least forty-eight (48) hour prior notice of any anticipated downtime.

5. MAINTENANCE SERVICES.

Right Stuff will perform maintenance services as it determines are reasonably necessary to maintain the continuous operation of the hosted Application. Licensee agrees to periodically scheduled maintenance downtime periods. Right Stuff will provide at least twenty-four (24) hour prior notice of the anticipated maintenance downtime if such downtime will fall during normal working hours, except when emergency maintenance is necessary, in which case no prior notice shall be required.

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6. BACKUPS.

Right Stuff shall use commercially reasonable efforts to back up the Licensee's data within the hosted Application. Licensee acknowledges that Right Stuff cannot guarantee availability of backups in the event of data loss.

7. HARDWARE, EQUIPMENT AND SOFTWARE.

Licensee is responsible for and must provide all telephone, computer, hardware and software equipment and services necessary for Licensee to access the hosted Application. It is the responsibility of the Licensee to provide equipment that is compatible with the hosted Application.

8. INSURANCE

Right Stuff shall maintain cyber liability insurance in an amount of not less than One Million Dollars (\$1,000,000) per incident and Two Million Dollars (\$2,000,000) aggregate. Right Stuff will make all reasonable efforts to maintain this insurance in force during the entire term of this Agreement. Right Stuff represents and warrants that it carries both Worker's Compensation and automotive policies in an amount sufficient to cover its liabilities in the performance of this Agreement. Right Stuff shall name Licensee and Delaware County, Ohio as additional insured on any policies applicable to this Agreement. Right Stuff shall provide certificates of insurance evidencing compliance with this section to Licensee.

9. WARRANTY.

- a. Right Stuff represents and warrants that the Service and any maintenance services (collectively referred to as the "Services") performed under this Agreement shall be performed in a professional and workmanlike manner, and the Services will be performed and operated in accordance with its obligations as defined by this Agreement.
- b. Licensee expressly agrees that use of the Service is at Licensee's risk. Neither Right Stuff, its employees, affiliates, agents, third-party information providers, merchants, licensors or the like, warrant that the Service will not be interrupted or error-free; nor does Right Stuff make any warranty as to the results that may be obtained from the use of the Service or as to the accuracy, reliability or content of any information serviced or merchandise contained in or provided through the Service, unless otherwise expressly stated in this Agreement.
- c. RIGHT STUFF DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND WILL NOT BE RESPONSIBLE FOR ANY DAMAGES THAT MAY BE SUFFERED BY THE LICENSEE INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA RESULTING FROM DELAYS, NON-DELIVERIES OR SERVICE INTERRUPTIONS BY ANY CAUSE OR ERRORS OR OMISSIONS OF THE LICENSEE. USE OF ANY INFORMATION OBTAINED BY WAY OF RIGHT STUFF IS AT THE LICENSEE'S OWN RISK, AND RIGHT STUFF SPECIFICALLY DENIES ANY RESPONSIBILITY FOR THE ACCURACY OR QUALITY OF INFORMATION OBTAINED THROUGH ITS SERVICES. RIGHT STUFF EXPRESSLY LIMITS ITS DAMAGES TO THE LICENSEE FOR ANY NON-ACCESSIBILITY TIME OR OTHER DOWN TIME TO THE PRO RATA MONTHLY CHARGE DURING THE SYSTEM UNAVAILABILITY. RIGHT STUFF SPECIFICALLY DENIES ANY RESPONSIBILITIES FOR ANY DAMAGES ARISING AS A CONSEQUENCE OF SUCH UNAVAILABILITY.
- d. Except for willful misconduct or gross negligence by Right Stuff, its officers, employees, agents, assigns, or representatives, for which there shall be no cap or limitation on damages claimed by the Licensee, under no circumstances, other than willful misconduct or gross negligence, will Right Stuff, its officers, agents or anyone else involved in creating, producing or distributing the Service be liable for any indirect, incidental, special or consequential damages that result from the use of or inability to use the Service.
- e. Except for willful misconduct or gross negligence by Right Stuff, its officers, employees, agents, assigns, or representatives, for which there shall be no cap or limitation on damages claimed by the Licensee, or in the event of activity which may fall under the cyber liability insurance policy of Section 8, under no circumstances, other than willful misconduct or gross negligence, will Right Stuff, its officers, agents or anyone else involved in creating, producing or distributing the Service be liable for any indirect, incidental, special or consequential damages that result from loss of data within the hosted Application, servers, databases, and backups resulting from, but not Limited to, file corruption, communication failure user error, application errors or failures, unauthorized use or access. Right Stuff will implement and maintain a reasonably secure processing environment through the use of Microsoft's security features for its hosting service and database and other security technologies. As security recommendations evolve, Right Stuff will continue to follow the recommendations of Microsoft with regards to data security. Right Stuff will not be liable for the results from mistakes, omissions, interruptions, deletions of files, errors, defects, delays and operation, or transmission or failure of performance whether or not limited to acts of nature, communication failure, theft, destruction or unauthorized access to our records, programs or services. Licensee acknowledges that this paragraph shall apply to all content within the hosted Application, information and data on the server, any physical or virtual server, computer, hardware, software, paper files that Right Stuff maintains, operates or stores.
- f. Except for willful misconduct or gross negligence by Right Stuff, its officers, employees, agents,

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assigns, or representatives, for which there shall be no cap or limitation on damages claimed by the Licensee, Licensee's exclusive remedy for all damages, losses and causes of actions whether in contract or tort (excluding willful misconduct or gross negligence) will not: (1) exceed the actual dollar amount due for the Initial Term; and (2) will not include or be allowed for any incidental, consequential, extemporaneous or punitive damages of any kind including, without limitation, loss of data, file, profit, good will, time, savings or revenue.

- g. This warranty is a limited warranty, and it is the only warranty made by Right Stuff. Right Stuff makes and Licensee receives no other warranty, express or implied, and there are expressly excluded all warranties of merchantability and fitness for a particular purpose. Right Stuff shall have no liability with respect to its obligations under this Agreement for consequential, exemplary, or incidental damages even if it has been advised of the possibility of such damages. The stated express warranty is in lieu of all liabilities or obligations of Right Stuff for damages arising out of, or in connection with the delivery, use, or performance of the Service.

10. INDEMNITY.

a. Right Stuff, at its own expense, will defend any action brought against Licensee and indemnify Licensee for any damages awarded against Licensee in any action to the extent that it is based on a claim that any Services or software system used within the scope of this Agreement infringes any U.S. patents, copyrights, licenses or other property rights; provided, however, that Right Stuff is immediately notified in writing of such claim. Right Stuff shall have the right to control the defense of all such claims, lawsuits and other proceedings. In no event shall Licensee settle any such claim, lawsuit or proceeding without Right Stuff's prior written approval.

b. If, as a result of any claim of infringement against any patent, copyright, license or other property right, Right Stuff is enjoined from using the Application, or if Right Stuff believes that the Application is likely to become the subject of a claim of infringement, Right Stuff at its option and expense may procure the right for Licensee to continue to use the Application, or replace or modify the Application so as to make it non-infringing. If neither of these two options is reasonably practicable, Right Stuff may discontinue the Access License granted herein upon thirty (30) day written notice to the Licensee and shall refund to Licensee the unamortized portion of the license fees hereunder that have been paid. Amortization of license fees in the initial year of the contract shall commence on the Start Date under this Agreement and amortization of license fees for subsequent years shall commence on the first date of that calendar year. The foregoing states the entire liability of Right Stuff with respect to infringement of any copyrights or patents by the Application or any parts thereof.

c. To the fullest extent of the law and without limitation, Right Stuff agrees to and shall indemnify and hold free and harmless the County and all of its boards, board members, officers, officials, directors, employees, volunteers, agents, and representatives (collectively "Indemnified Parties") from any and all actions, claims, suits, demands, judgments, damages, losses, costs, fines, penalties, fees, and expenses, including, but not limited to attorney's fees, arising out of or resulting from any accident, damage, injury, bodily injury, sickness, disease, illness, death, or occurrence, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to Right Stuff's performance of this Agreement or the actions, inactions, or omissions of Right Stuff, including, but not limited to the performance, actions, inactions, or omissions of Right Stuff's employees, volunteers, agents, or representatives. Right Stuff's obligation to indemnify and hold free and harmless is proportionate to the extent of its own negligent acts, errors, and/or omissions, including any negligent act, error, or omission of its employees, representatives, agents, or assigns.

11. CONFIDENTIALITY, SCOPE OF AGREEMENT, AND OWNERSHIP.

The provisions of this Section survive any termination or expiration of this Agreement.

A. Definitions.

1) "Licensee Information" means the following types of information of Licensee and its Affiliates obtained or accessed by Right Stuff from or on behalf of Licensee or its affiliates in connection with this Agreement or any discussions between the parties regarding new services or products to be added to this Agreement: (a) trade secrets and proprietary information; (b) customer lists, business plans, information security plans, business continuity plans, and proprietary software programs; (c) any personally identifiable information, defined as information that can be identified to a particular person without unreasonable effort, such as the names and social security numbers of Licensee's individual customers ("Licensee PU"); and (d) any other information received from or on behalf of Licensee or its Affiliates that Right Stuff could reasonably be expected to know is confidential or exempted from disclosure under Ohio's Public Records Law.

2) "Right Stuff Information" means the following types of information of Right Stuff and its affiliates obtained or accessed by Licensee from or on behalf of Right Stuff or its affiliates in connection with this Agreement or any discussions between the parties regarding new services or products to be added to this Agreement: (a) trade secrets and proprietary information (including that of any Right Stuff Licensee, supplier, or licensor); (b) Licensee lists, information security plans, business continuity plans, all information and documentation regarding the hosting environment ("Deliverables"), all software products, including software modifications and documentation, databases, training aids, and all data, code, techniques, algorithms, models, methods, processes, logic, architecture, and designs embodied or incorporated therein; and (c) any personally identifiable information, defined as information that can be identified to a particular person without unreasonable

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effort, such as the names and social security numbers of Right Stuff employees; and (d) any other information and data received from or on behalf of Right Stuff or its affiliates that Licensee could reasonably be expected to know is confidential or exempted from disclosure under Ohio's Public Records Law.

3) "Information" means, collectively, Licensee Information and Right Stuff Information. No obligation of confidentiality applies to any Information that: (a) the receiving entity ("Recipient") already possesses without obligation of confidentiality; (b) develops independently without reference to information of the disclosing entity ("Discloser"); (c) rightfully receives without obligation of confidentiality from a third party; or (d) is or becomes publicly available without Recipient's breach of this Agreement.

B. Obligations.

1. Recipient agrees to hold as confidential all information it receives from the Discloser. All Information shall remain the property of Discloser or its suppliers and licensors. Recipient will use the same care and discretion to avoid disclosure of Information as it uses with its own similar information that it does not wish disclosed, but in no event less than a reasonable standard of care and no less than is required by law. Recipient may only use Information for the lawful purposes contemplated by this Agreement, including in the case of Right Stuff use of Licensee Information for fulfilling its obligations under this Agreement, performing, improving and enhancing the Deliverables, and developing data analytics models to produce analytics-based offerings. Licensee agrees that prior to providing Right Stuff access to any Licensee PIT, Licensee shall ensure that any necessary consent has been obtained that is required by law or regulation for Right Stuff to access the information and to use it pursuant to the terms set forth in this Agreement. Right Stuff specifically agrees not to use or disclose any "non-public personal information" about Licensee's customers in any manner prohibited by Title V of the Gramm- Leach-Bliley Act or the regulations issued thereunder ("GLBA"), as applicable to Right Stuff.
2. Recipient may disclose Information to its employees and employees of permitted subcontractors and affiliates who have a need to know, its attorneys and accountants as necessary in the ordinary course of its business, or any other party with Discloser's prior written consent. Before disclosure to any of the above parties, Recipient will have a written agreement with (or in the case of its attorneys or accountants a professional obligation of confidentiality from) such party sufficient to require that party to treat Information in accordance with the requirements of this Agreement, and Recipient will remain responsible for any breach of this section by any of the above parties.
3. Recipient may disclose Information to the extent required by law or legal process, provided that: Recipient gives Discloser prompt notice, if legally permissible, so that Discloser may seek a protective order; (b) Recipient reasonably cooperates with Discloser (at Discloser's expense) in seeking such protective order; and (c) all information shall remain subject to the terms of this Agreement in the event of such disclosure. At Recipient's option, information will be returned to Discloser or destroyed (except as may be contained in backup files created in the ordinary course of business) at the termination or expiration of this Agreement or any applicable Exhibit and, upon Discloser's request, Recipient will certify to Discloser in writing that it has complied with the requirements of this sentence. Right Stuff acknowledges that the County is subject to Ohio's Public Records Laws and may be prohibited from returning or destroying information upon demand, unless such request is consistent with the applicable records retention schedule. Such an action by the County shall not be considered a breach of this provision.
4. Recipient acknowledges that any breach of this section may cause irreparable harm to Discloser for which monetary damages alone may be insufficient, and Recipient therefore acknowledges that Discloser shall have the right to seek injunctive or other equitable relief against such breach or threatened breach, in addition to all other remedies available to it at law or otherwise.

C. Scope of Agreement.

1. Licensee may only use the Deliverables to process the transactions contemplated by this Agreement.
2. Licensee's use of the Deliverables in the course of Licensee's business is restricted to only those uses expressly stated in this Agreement and the attached Exhibits. Licensee acknowledges that the Deliverables were designed by Right Stuff in accordance with Licensee's specifications, and that any use of the Deliverables beyond what is specified in this Agreement and the attached Exhibits is prohibited. **USE OF THE DELIVERABLES BEYOND WHAT IS SPECIFIED IN THIS AGREEMENT AND THE ATTACHED EXHIBITS WILL VOID ANY EXPRESS OR IMPLIED WARRANTIES MADE BY RIGHT STUFF.** Without limiting any other obligation by Licensee or remedy available to Right Stuff under this Agreement or its Exhibits, Right Stuff shall have the right to require Licensee to enter into a new and separate agreement for any use of the Deliverables that is beyond what is specified in such Exhibits.
3. Notwithstanding any other provision of this Agreement, Section 10(C)(2) shall not apply if Licensee receives a public record request pursuant to Ohio's Public Records Law and Right Stuff fails to seek a protective order to prevent the release of the Deliverables, or if a court of competent jurisdiction finds that the Licensee is legally required to release the requested Deliverable under Ohio law.

- D. **Ownership.** With the exception of Licensee Information, all information, reports, studies, object and source code (including without limitation the Application, Deliverables, and Related Materials ("Products")) and all modifications, enhancements, additions, upgrades, or other works based thereon or related thereto), flow charts, diagrams, specifications, and other tangible or intangible

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material of any nature whatsoever produced by Right Stuff or jointly with Licensee or by any of Right Stuffs or Licensee's employees or agents, through or as a result of or related to any of the Deliverables provided hereunder, or development of any data analytics models hereunder, and all patents, copyrights, and other proprietary rights related to each of the foregoing, shall be the sole and exclusive property of Right Stuff or its affiliates, to the extent that such assignment is allowable under Ohio law and the material or document is not deemed a public record under Ohio law. Licensee hereby irrevocably assigns all transfers to Right Stuff all rights, title, and interest in any such works referenced in the foregoing sentence, including without limitation copyrights, patent rights, trade secrets, industrial property rights, and moral rights, and shall cooperate in good faith to execute all documents reasonably requested by Right Stuff to perfect such rights, to the extent that such assignment and transfer is allowable under Ohio law and the material or document is not deemed a public record under Ohio law. Licensee shall be entitled to use all such work product in accordance with the applicable terms and conditions of this Agreement.

- E. **Restrictions.** Without limiting any other obligation set forth in this section, Licensee shall not use, transfer, distribute, interface, integrate, or dispose of any information or content contained in Deliverables in any manner that competes with the business of Right Stuff. Except as expressly authorized in any applicable Exhibit, Licensee shall not reproduce, republish or offer any part of the Deliverables (or compilations based on any part of the Deliverables) for sale or distribution in any form, over or through any medium. Licensee acknowledges and understands that any violation of this Section would put Right Stuff's valuable and vital intellectual property at risk and severely compromise Right Stuff's ongoing business concerns. Right Stuff and Licensee agree that any violation of this Section constitutes a material breach of this Agreement, and that damages suffered by Right Stuff as a result of this breach will be substantial and difficult to estimate with certainty. Notwithstanding anything to the contrary in this Agreement, Right Stuff acknowledges and understands that as a political subdivision of Ohio, Licensee is subject to Ohio's Public Records Law and the Licensee's compliance with its legal obligations thereunder shall not be deemed a material breach of this Agreement.

12. NOTICE.

Any notice required or permitted by this Agreement shall be given in writing and delivered by personal service, or by email, or by certified mail, return receipt requested, properly addressed as follows:

Licensee:
Board of Commissioners
91 N. Sandusky St.
Delaware, OH 43015
Attn: General Counsel

Right Stuff:
Right Stuff Software
Corporation 700 Stonehenge Parkway Unit A
Dublin, OH 43017
Attn: President

13. GENERAL.

a. **Interpretation.** Each party acknowledges that it has read this Agreement, it understands it, and agrees to be bound by its terms, and further agrees that this is the complete and exclusive statement of the Agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the parties relating to this Agreement. This Agreement may not be modified or altered except by written instrument duly executed by both parties.

b. **Force Majeure.** Dates or times by which Right Stuff is required to make performance under this license shall be postponed automatically to the extent that Right Stuff is prevented from meeting them by causes beyond its reasonable control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunction s of utilities, communications or computer (software and hardware) services.

c. **Applicable Law.** This agreement and all rights, obligations and remedies of the parties hereunder shall be governed by the laws of the State of Ohio.

d. **Severability.** If any provision of this Agreement is declared to be invalid by a court of competent jurisdiction, said provision shall be deemed to be omitted from this Agreement and the remaining provisions shall remain in full force and effect.

e. **Assignment.** The Licensee may not assign or sublicense, without the prior written consent of Right Stuff, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part. Right Stuff may not assign or transfer, without the prior written consent of the Licensee, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part; provided, however, that Right Stuff may assign its rights, duties and obligations under this Agreement to a parent company or subsidiary or a purchaser of all or substantially all of its assets.

f. **Jurisdiction and Venue.** The parties agree that any disputes that arise between them that may be subject to

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suits and claims which may only be brought in the state courts located in Delaware County, Ohio.

g. Waiver of Breach. No waiver of breach or failure to exercise any options, right or privilege or failure to enforce at any time any provision or any portion of any provision under the terms of this Agreement or any order on any occasion or occasions will be construed to be a waiver of the same or any other option, right, privilege, or right to enforce such provision on any other occasion. No delay or failure of either party in exercising any rights under this Agreement and no partial or single exercise of any rights under this Agreement will be deemed to constitute a waiver of such rights or any other rights under this Agreement.

h. Compliance with Laws. Right Stuff and Licensee each will comply with the provisions of all applicable federal, state, county and local laws, ordinances, regulations and codes including, but not limited to, Right Stuff's and Licensee's obligations as employers with regard to the health, safety and payment of its employees, and identification and procurement of required permits, certificates, approvals and inspections of Right Stuff's and Licensee's performance of this Agreement.

i. Right Stuff and Licensee are independent contractors and neither shall act as the other's agent, or be deemed an agent or employee of the other, nor shall this Agreement be interpreted as creating a partnership or joint venture or otherwise. Licensee is a public employer as defined in R.C. § 145.01(D). The County has classified Right Stuff 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 Right Stuff and/or any of its board members, officers, officials, employees, representatives, agents, and/or volunteers for Services and/or deliverables rendered and/or received under or pursuant to this Agreement. Right Stuff acknowledges and agrees that the Licensee, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. Right Stuff may certify by signing below that it has five (5) or more employees and, as a result of such fact, is not required to complete an OPERS Non-Member Acknowledgement Form. If Right Stuff does not have five (5) or more employees, a properly executed OPERS Non-Member Acknowledgement Form must be executed.

j. Licensee shall not, without Right Stuff's prior written consent, directly or indirectly, solicit for employment or hire any Restricted Employee, as defined herein, while such person is employed by Right Stuff and for the twelve (12) month period starting on the earlier of: (1) termination of such Restricted Employee's employment with Right Stuff; or (2) termination or expiration of this Agreement. For the purposes of this provision, "Restricted Employee" means any former or current employee of Right Stuff that Licensee became aware of or came into contact with during Right Stuff's performance of its obligations under this Agreement.

k. Licensee and Right Stuff shall have the right to make general references about each other and the type of Deliverables being provided hereunder to third parties, such as auditors, regulators, financial analysts, and prospective customers and Licensees, provided that in so doing Licensee and Right Stuff do not breach any other sections of this Agreement. Right Stuff may issue a press release, subject to Licensee's prior approval, regarding this Agreement, including its renewal and the addition of Deliverables, and upon Right Stuff's reasonable request, Licensee may provide a favorable quotation, for inclusion in any such press release. Except as authorized herein, Licensee will not use the name, trademark, logo or other identifying marks of Right Stuff or any of its affiliates in any sales, marketing, or publicity activities, materials, or website display without the prior written consent of Right Stuff.

l. The section headings contained in this Agreement are inserted only as a matter of convenience and reference and in no way define, limit or describe the scope of intent of this Agreement and do not in any way affect its provisions.

m. This Agreement inures to the benefit of and is binding upon the parties to this Agreement and their successors.

n. The Parties agree to execute any and all documents necessary to carry out the terms and conditions of this Agreement and the contemplated relationship between the Parties.

o. Right Stuff, by signature of its authorized representative below, hereby certifies that it is not subject to any current unresolved findings for recovery pending or issued against it by the State of Ohio.

p. Personal Property Taxes. Right Stuff, 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

q. Competitive Bidding Not Required: Consistent with R.C. § 307.86, this Agreement is not required to be competitively bid.

EXHIBIT A

1. ACCESS LICENSE

Licensee has the right to access the Precinct Manager from all supported devices. This access is limited to employees of the Licensee. The number of users permitted to use the Software under this license is 900 full-time and 200 part-time users.

2. HOSTING FEES

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All payments are to be made in U.S. dollars, payable net 60.

The Initial Term is a three-year (36-month) term. Pricing is based on the completion of the Initial Term.

Hosting fees will begin one month prior to the Go Live Date and will be \$600 per month. The first- year invoice will be a pro-rated amount of monthly hosting fees for the remainder of that calendar year. Hosting fees for subsequent calendar years will be invoiced in January;

(A copy of the agreement and exhibits shall be retained in the Commissioners’ Office and the Auditor’s office in accordance with the applicable records retention schedule(s).)

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

7
RESOLUTION NO. 25-820

IN THE MATTER OF APPROVING A PROCLAMATION HONORING FERZAN AHMED ON THE OCCASION OF HIS RETIREMENT AS A MEMBER OF THE DELAWARE COUNTY TRANSIT BOARD:

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

WHEREAS, Ferzan Ahmed has served with great distinction as a member of the Delaware County Transit Board since October 2021; and

WHEREAS, Ahmed has served in many capacities that have greatly benefited Delaware County, and the State of Ohio over the years and he was willing to step in by serving as a Delaware County Transit board member during a pivotal time;

WHEREAS, during his entire tenure on the Board, Ahmed also has served as the Chairperson for the Board, providing exceptional leadership, collaboration and vision as the Delaware County Transit organization has navigated its transition to the innovative and rapidly growing public-transportation system that it is today; and

WHEREAS, during Ahmed’s tenure, he has led the creation of Delaware County Transit’s strategic plan and seen ridership increase to record-breaking numbers; and

WHEREAS, with Ahmed’s retirement from the Board, it truly can be said he is leaving Delaware County Transit a stronger and more impactful agency that plays a critical role in improving lives, creating opportunities, and aiding the County’s Smart Growth policies.

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Commissioners hereby recognize and honor Ferzan Ahmed on the occasion of his retirement from service to the Delaware County Transit organization and gratefully thank him for his steadfast commitment, outstanding and forward-thinking leadership, and his lasting contributions made to Delaware County Transit.

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

8
RESOLUTION NO. 25-821

IN THE MATTER OF APPROVING A LETTER OF GRATITUDE TO JANET TRESSLER-DAVIS ON THE OCCASION OF HER RETIREMENT:

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

We, the Delaware County Board of Commissioners, are writing to express our sincere gratitude for the years of service and partnership that Janet Tressler-Davis has brought to Central Ohio as President and Chief Executive Officer of the Westerville Area Chamber of Commerce.

The businesses, residents and visitors to Delaware County have benefited from the positive and productive relationship that Tressler-Davis helped build with our county. The strength and vibrancy of the economic landscape that we have forged together is testament to her vision and tenacity. And while, after 33 years of devoted service, Tressler-Davis has unquestionably earned her claim to retirement, we know that she will be missed. But we can all take comfort in knowing she has created a legacy that will stand the test of time.

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

9
RESOLUTION NO. 25-822

IN THE MATTER OF RANKING THE PROPOSALS SUBMITTED FOR THE REVIEW AND REMEDIATION OF THE DELAWARE COUNTY, OHIO, WEBSITE TO ENSURE COMPLIANCE

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WITH THE AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS FOR WEB ACCESSIBILITY:

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

WHEREAS, pursuant to section 307.862 of the Revised Code, the Delaware County Board of Commissioners (the “Board”) requested competitive sealed proposals from qualified offerors for the review and remediation of the Delaware County, Ohio, website to ensure compliance with the Americans with Disabilities Act (ADA) requirements for web accessibility; and

WHEREAS, the Board received proposals from twelve (12) offerors, which were submitted to an evaluation team to evaluate and rank the proposals in accordance with the request for proposals; and

WHEREAS, the evaluation team has determined that all proposals received were responsive to the request for proposals and has completed its ranking of the responsive proposals;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the ranking of the proposals submitted for the review and remediation of the Delaware County, Ohio, website to ensure compliance with the Americans with Disabilities Act (ADA) requirements for web accessibility, as follows: (1) Buckeye Innovation, LLC (most advantageous); (2) Nelnet Government Services, LLC (second most advantageous); (3) Neumeric Technologies Corporation (third most advantageous); (4) AMA Consulting LLC (fourth most advantageous);

BE IT FURTHER RESOLVED that the Board hereby directs the County Administrator and the evaluation team to conduct contract negotiations with Buckeye Innovation, LLC.

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

10
RESOLUTION NO. 25-823

IN THE MATTER OF THE BOARD OF COUNTY COMMISSIONERS RECOGNIZING OCTOBER 2025 AS DOMESTIC VIOLENCE AWARENESS MONTH IN DELAWARE COUNTY:

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

WHEREAS, Delaware County affirms October as Domestic Violence Awareness Month.

NOW THEREFORE BE IT PROCLAIMED, Delaware County recognizes that domestic violence happens in every county in our great nation. Domestic violence is blind to gender, race, and socioeconomic status. It can affect anyone at any time.

FURTHER BE IT PROCLAIMED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY THAT, Our community is dedicated to supporting those affected by domestic violence and abuse of any kind. We want victims to know they are not alone. We are proud to have many programs and organizations in Delaware County dedicated to helping victims heal from abusive situations. Love should not hurt.

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

11
RESOLUTION NO. 25-824

IN THE MATTER OF APPROVING ADVANCE OF FUNDS:

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

Advance of Funds		
From:	To:	
10011102-8500	52711146-8400	5,550.25
Commissioners General/Advance Out	BR DI Havens/Advance In	
10011102-8500	53011149-8400	9,675.03
Commissioners General/Advance Out	BR DI Ruder West/Advance In	
10011102-8500	53211151-8400	255.17
Commissioners General/Advance Out	BR DI Kingston #2017-1/Advance In	
10011102-8500	53311152-8400	270.10
Commissioners General/Advance Out	BR DI Kingston #2017-2/Advance In	
10011102-8500	53411153-8400	13,303.70
Commissioners General/Advance Out	BR DI Gorsuch #588/Advance In	
10011102-8500	53811157-8400	674.67
Commissioners General/Advance Out	BR English #346/Advance In	

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

12
RESOLUTION NO. 25-825

IN THE MATTER OF APPROVING AMENDMENT NO. 2 TO THE SERVICES AGREEMENT
BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND PROPERTY
WORX, LLC FOR ITB #22-02 SNOW REMOVAL SERVICES FOR DELAWARE COUNTY:

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

WHEREAS, the Director of Facilities recommend approving Amendment No. 2 to the Services Agreement with Property Worx, LLC for snow removal services;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County approves the following Amendment No.2 to the Services Agreement with Property Worx, LLC:

AMENDMENT NO. 2 TO SERVICES AGREEMENT
ITB #22-02 – Snow Removal Services

This Amendment No. 2 to the Services Agreement dated October 20, 2022 (the “Agreement”) is made and entered in on October 13, 2025, by and between the Delaware County Board of Commissioners, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Property Worx, LLC, 4495 Marysville Road, Delaware, Ohio 43015 (“Contractor”), hereinafter collectively referred to as the “Parties.”

ARTICLE 1 – AMENDMENT

Pursuant to Section 3.1 of the Agreement, the Parties mutually agree to amend the Agreement as follows:

- A. The term of the Agreement is renewed for an additional one (1) year, per ITB #22-02.
- B. Section 4.2 of the Agreement shall be modified by incorporating the attached service rate sheet for the 2025-2026 term.
- C. Section 4.3 of the Agreement shall be modified to increase the maximum total compensation to \$400,000.00.

ARTICLE 2 – REMAINING PROVISIONS

All other terms and conditions of the Agreement not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2.

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

13
RESOLUTION NO. 25-826

IN THE MATTER OF APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN
DELAWARE-MORROW MENTAL HEALTH & RECOVERY SERVICES BOARD AND THE
COURT OF COMMON PLEAS, DELAWARE COUNTY, OHIO FOR THE SPECIALIZED
DOCKET SUBSIDY PROJECT FY2026:

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

WHEREAS, the Judges and Staff of the Delaware County Court of Common Pleas, General Division; the Delaware County Court of Common Pleas, Juvenile Division; and the Delaware-Morrow Mental Health & Recovery Services Board request approval of the Memorandum of Understanding between Delaware-Morrow Mental Health & Recovery Services Board and the Court of Common Pleas, Delaware County, Ohio for the Specialized Docket Subsidy Project FY2026;

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 Court of Common Pleas, Delaware County, Ohio for the Specialized Docket Subsidy Project FY2026, as follows:

MEMORANDUM OF UNDERSTANDING BETWEEN DELAWARE-MORROW MENTAL
HEALTH & RECOVERY SERVICES BOARD AND
THE COURT OF COMMON PLEAS, DELAWARE COUNTY, OHIO SPECIALIZED DOCKET
SUBSIDY PROJECT
FY2026

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Background:

The Ohio Department of Mental Health and Addiction Services ("OhioMHAS") has created the Specialized Dockets Subsidy Project (the "Project") to assist drug courts and other specialized dockets with funding to effectively manage addicted offenders in the community and to assist courts with their payroll costs for specialized court docket staff. Specialized dockets that target addicted parents charged with abuse/neglect/dependency of their minor children are also eligible for funding from OhioMHAS.

The intent of the Project is to reduce commitments to the state prison system and to reduce the number of children who are permanently removed from their homes and instead to increase the number of children who can remain in their homes with protective supervision. The Court of Common Pleas, Delaware County, Ohio, General Division, (Drug Court and Mental Health Court) and the Court of Common Pleas, Juvenile Division, (Family Drug Court), (collectively, "the Court") are eligible for funding under the Project. The Delaware-Morrow Mental Health & Recovery Services Board ("Board") will receive funding for the Project from the OhioMHAS via State General Revenue Fund #336425 and will be responsible for distributing funding to the participating Court on the basis of criteria adopted by OhioMHAS.

The parties to this Memorandum of Understanding ("MOU") wish to set forth their mutual understandings and respective obligations with respect to the Project.

Therefore, Board and the Court of Common Pleas agree as follows:**1. Precondition to Receipt of Funding - Certification as Specialized Court Dockets.**

As a condition to receiving grant funding from Board, the Court (General Division and Juvenile Division) agree that each respective court docket will maintain certification as a specialized docket from the Supreme Court of Ohio during the term of this MOU.

2. Common Pleas Court Obligations.

- a. The Court will comply with all requirements established by the OhioMHAS for the receipt of Project funding.
- b. The Court will request funding from Board for "allowable expenses" as defined by OhioMHAS, on "Specialized Dockets Subsidy Project- Allowable Expenses", form attached hereto as Exhibit "A". For expenses other than payroll costs, funds can only be used for individuals who are under the jurisdiction of the court and have been admitted to the specialized docket, with the exception that funds may be used for diagnostic testing to determine program eligibility.
- c. If funds are to be used to pay for clinical services, including medication-assisted treatment (MAT), such services must be provided by agencies certified by OhioMHAS or have deemed status. Court may inquire of Board if any agency meets these criteria.
- d. The Court is required to furnish a mid-year (7/1/2025 to 12/31/2025) report due 1/31/2026 and a year-end (1/1/26 to 6/30/26) report due 7/31/2026, to OhioMHAS utilizing the Specialized Dockets Subsidy Project Report form attached hereto as Exhibit "B". Separate reports are due for each specialized docket, (Adult Drug, Mental Health and Family Drug) Copies of each report shall be submitted by Court to Board following submission to OhioMHAS.
- e. The Court will submit an invoice to Board for the total reimbursement amount allowed by OhioMHAS for each specialized docket. OhioMHAS has made available \$105,000 to the Court; being \$35,000 for support of each of three specialized dockets.
- f. Based upon the invoice submitted by the Court to the Board pursuant to Sec. 2(e) of this MOU, direct payment of the amount received by the Court from the Board pursuant to such invoice, divided into equal shares for each of the Court's specialized dockets named in this MOU, shall be made by memo transfer to each of such specialized dockets.
- g. Questions regarding allowable expenses, reporting process and grant amounts should be directed to OhioMHAS.

3. Board Obligations.

- a. Board will draw-down funds once available for Project from OhioMHAS and will notify Court that funds are being processed.
- b. Board will make payment to the respective Court Division for the applicable docket expenses after funds are received from OhioMHAS.
- c. Board will not be responsible for any payments under this MOU other than amounts made available to Board by OhioMHAS for payment to the Court under the Project.

4. Memorandum Term.

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This MOU shall be effective beginning on July 1, 2025 and shall continue until June 30, 2026.

5. Information and Audits.

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 make such documentation available to the other party upon request as necessary for the requesting party to fulfill its administrative and legal requirements.

6. Relationship of the Parties.

The parties are fully 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.

7. Compliance with Legal Requirements.

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

8. Entire Agreement.

It is acknowledged by the parties that this MOU represents the entire agreement between the parties and supersedes any and all previous written or oral agreements between the parties concerning the subject matter of this MOU.

9. Amendment.

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.

The undersigned agree to this MOU evidenced by the signatures of their duly authorized representatives.

Exhibit

- **Payroll costs for specialized dockets staff**

Behavioral health treatment services: addiction and mental health. Please note: this does not include: domestic violence assessment/treatment, sex offender assessment/treatment and driver intervention programs (DIPs).

Pursuant to O.R.C 5119.36(B), the allowable behavioral health services must be delivered by community addiction service providers and/or community mental health service providers certified by Ohio MHAS.

- Assessments
- Outpatient and intensive outpatient treatment
- Residential treatment
- Case management
- Detoxification services
- Integrated treatment for co-occurring mental health and substance use disorders

- Medication assisted treatment

- (MAT) medications Urinalysis

- Drug testing supplies: instant tests, reagents, rubber gloves, etc.
- Payments to laboratories

- Recovery Supports

- **Housing**

- Recovery Housing
- Rent Deposits
- Short-term housing
- Utilities

- **Transportation**

- Bus passes
- Gas cards
- Cab/Uber fare
- Automotive maintenance (i.e. tires, brakes, etc.) auto insurance and outstanding traffic ticket/court costs are not allowable

- **Emergency basic needs**

- Food vouchers
- Clothing vouchers
- Hygiene products

- **Peer support/recovery coaching**

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- Childcare
- Employment
 - Job training/educational services
 - Job uniform/attire
 - Interview attire
 - Vocational certifications
- Supportive employment
- License reinstatement fees
- Private insurance co-pays
- Identification
 - Driver license
 - Social Security card
 - Birth certificate

Please be advised that that the expenses listed in this document are general in nature and are not exclusive. Provided are some examples:

1. Urinalysis - only drug testing supplies (instant tests, reagents, rubber gloves, etc.) and payments to laboratories are allowable. Your court could use the funds to pay for hair tests, blood tests, saliva tests and any other means to determine the presence of illegal substance use and/or the presence of required MAT medications, i.e. buprenorphine. However, SCRAM, interlock devices and eye scan/pupillometry equipment are not allowable expenditures for this project.
2. Medication Assisted Treatment (MAT) medications – This includes not only all Mat medications, but also the medical expenses involved including: physical exam and diagnosis, lab work associated with the physical exam, and injection administration (VivatroL©). These funds cannot be used to pay the monthly \$200 to \$300 some medical practitioners charge patients to obtain monthly Suboxone© prescriptions.
3. Recovery Supports –Emergency basic needs – The word “emergency” is not to be taken literally such as in the event of a flood or fire. The intent of recovery supports is to remove barriers to treatment and self-help support group meeting attendance and achieving abstinence/maintaining sobriety/sustaining recovery. Many participants are living in shelters, recovery housing or residential treatment while others are in need of leaving their current environment and need to establish a sober residence. Some participants are in a suitable residence but are unable to work or only work part-time due to treatment and court schedules. Any of the emergency basic need items can be purchased as incentives/rewards as well. Furthermore, in addition to vouchers, food items can be obtained through direct purchase by the court, purchase orders and grocery store gift cards.
4. Recovery Supports – Employment – This includes fees or equipment/supplies needed for a job training program and/or apprenticeship program offered through a Workforce Innovation and Opportunities ACT (WIOA) program that is provided by a county Job and Family Services Department ’ Office of Workforce Development, or Veterans Opportunities to Work (VOW) administered by the Veterans Administration. The following are also allowable expenses:
 - a. Educational services such as GED testing (now High School Equivalency Test). This fee is approximately \$120.00. Voucher codes (voucher is worth \$80 for first-time test takers) are available by contacting one of your local Career Technical Planning Districts Offices <http://education.ohio.gov/Topics/Career-Tech/HSE-CTPD>. Your courts allocation funding can pay for all or part of the cost of the GED test. These funds can also pay for the cost of SAT and/or ACT tests for participants who wish to attend college. Unallowable expenses include: college and trade school tuition, computer devices such as lap tops and tablets, room and board, activity/lab fees as well as parking tickets and outstanding balances with a college or trade school.
 - b. Clothing vouchers – in addition to vouchers, clothing can be purchased through the same means as explained above for food (under emergency basic needs). Other allowable clothing expenditures include uniforms, attire (i.e. “scrubs”, steel-toed boots, position-appropriate apparel and interview attire).
5. Recovery Supports – Child Care – These funds can be used to pay for child care when the person is attending treatment and self-help groups. These funds cannot be used to pay for employment-related child-care needs.

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

14
RESOLUTION NO. 25-827

IN THE MATTER OF SETTING THE BID DATE AND TIME TO RECEIVE BIDS FOR TROTTERS
GAIT PUMP STATION:

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

WHEREAS, Sewer District staff has prepared the contract documents and technical specifications for the Trotters Gait Pump Station; and

WHEREAS, the Delaware County Regional Sewer District desires to solicit bids for the Trotters Gait Pump Station;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the contract documents and specifications for the project known as Trotters Gait Pump Station and authorizes the Sanitary Engineer to advertise for and receive bids for the project in accordance with the following Public Notice:

PUBLIC NOTICE
ADVERTISEMENT FOR BIDS
DELAWARE COUNTY REGIONAL SEWER DISTRICT
TROTTERS GAIT PUMP STATION

Sealed Bids for the TROTTERS GAIT PUMP STATION shall be submitted electronically through the www.bidexpress.com web service until **10:00 AM** local time on **Wednesday, November 12, 2025**, at which time they will be publicly opened and read aloud.

The Bidder shall replace two 15hp submersible pumps with new 35hp pumps and replace related instruments, pump drives, and controls. The Bidder shall also make electrical upgrades to accommodate new equipment.

Copies of the plans and specifications must be obtained from www.bidexpress.com. All bidders must register and be a member of the web service to bid on the project.

All proposals shall be submitted electronically through the web service www.bidexpress.com. A Bid must be accompanied by Bid security made payable to Owner, in the form of a certified or bank check or a Bid Bond issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions and as may be modified by the Supplementary Conditions. The amount of a cashier’s check or certified check must be at least TEN percent (10%) of the Bidder’s maximum bid price (in accordance with Ohio Revised Code Chapter 1305). If a Bid Security is issued in the form of a Bid Bond by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions and as may be modified by the Supplementary Conditions and O.R.C. 153.54, it shall be equal to ONE HUNDRED percent (100%) of the Bidder’s maximum Bid Price. Bid security furnished in bond form shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

The County reserves the right to reject any and all Bids, in whole or in part, to waive any informality in any or all Bids, to accept the Bid it deems lowest and best after the Bids have been examined and checked, and subject to the approval of the County Commissioners.

The Engineer’s Estimate is \$379,350 including a force account.

A pre-Bid conference will be held on **Wednesday, October 29, 2025** at **10:00 A.M.** by video conference call. Contact Julie McGill at jmcgill@co.delaware.oh.us to request a video conference call invitation. Attendance at this conference is not required to bid.

No Bid shall be withdrawn for a period of sixty (60) days after being publicly opened and read. All Bidders must bid on all items listed on the Bid Form. The successful Bidder shall be required to furnish performance and payment bonds in the amount of 100% of the Contract Price. Carriers must be authorized to do business in the State of Ohio.

The Bid will be advertised on **October 15, 2025** in the Delaware Gazette. The Bid will also be posted on the Delaware County website at www.co.delaware.oh.us and may be accessed by selecting “Public Notices and Bids”.

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

15
RESOLUTION NO. 25-828

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATION FOR THE REGIONAL SEWER DISTRICT:

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

Transfer of Appropriation		
From:	To:	
66211900-5301	66211900-5450	\$180,000
SRF-Contracted Professional Services	SRF/Machinery & Equip > \$5,000	

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

16
TIFFANY MAAG, DIRECTOR OF ENVIRONMENTAL SERVICES AND REGIONAL SEWER DISTRICT
MONTHLY SANITARY APPROVAL UPDATE

17
RESOLUTION NO. 25-829

IN THE MATTER OF REJECTING ALL BIDS FOR THE NORRIS RUN DRAINAGE IMPROVEMENT PROJECT AND APPROVING PLANS, SPECIFICATIONS, ESTIMATE AND SETTING THE NEW BID DATE FOR THE PROJECT KNOWN AS THE NORRIS RUN WATERSHED DRAINAGE IMPROVEMENT PROJECT:

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

WHEREAS, on September 9, 2025, bids were received for the project known as the Norris Run Watershed Drainage Improvement Project; and

WHEREAS, the County Engineer recommends that the Delaware County Board of Commissioners (the “Board”) reject all bids received and authorize re-advertising to solicit bids for the project; and

WHEREAS, the County Engineer has prepared, and recommends approval of, the Plans, Estimate, Bid Specifications and Bid Opening Date and Time for the Norris Run Drainage Improvement Project;

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

Section 1. The Board hereby rejects all bids received for the project known as the Norris Run Watershed Drainage Improvement Project.

Section 2. The Board hereby approves the plans, specifications and estimate for the project known as the Norris Run Drainage Improvement Project.

Section 3. The Board hereby authorizes the County Engineer to advertise for and receive bids on behalf of the Board in accordance with the following Advertisement for Bids:

**Public Notice
Advertisement for Bids**

Bids shall be submitted electronically through the www.bidexpress.com web service until 10:00 am on Tuesday November 4, 2025, at which time they will be publicly received and read aloud, for the project known as: at which time they will be publicly received and read aloud, for the project known as:

**O.R.C. 6131 Drainage Improvement Project
Norris Run Drainage Improvement Project**

All proposals shall be submitted electronically through the web service www.bidexpress.com. The bid shall be accompanied by a Bid Security in the form of a bid bond in the amount of one hundred percent (100%) of the bid or a certified check in the amount of ten percent (10%) of the bid. In addition to the Bid Security, a Performance Bond is required for this project in the amount of one hundred percent (100%) of the total project cost.

**THE ENGINEER’S CONSTRUCTION ESTIMATE FOR THE PROJECT IS \$1,437,898.31. PER
O.R.C. 6131.40 NO BIDS SHALL BE ACCEPTED THAT EXCEED THE ENGINEER’S
CONSTRUCTION ESTIMATE.**

The Owner of the project is the Delaware County Board of Commissioners. Copies of the plans and specifications must be obtained from www.bidexpress.com. All bidders must register and be a member of the web service to bid on the project.

This notice is posted on the Delaware County website at www.co.delaware.oh.us and may be accessed by selecting “Public Notices and Bids.”

The Owner requires that all work associated with the project be completed before April 1, 2027. The estimated commencement of work date December 1, 2025. Furthermore **ALL WORK ON AGRICULTURAL LANDS MUST BE COMPLETED BY April 1, 2027.**

No bids shall be withdrawn for a period of sixty (60) days after the opening thereof. Award of the contract shall be to the Lowest and Best bidder as determined by the Delaware County Board of Commissioners in the best interest of Delaware County. The Board reserves the right to reject any or all bids.

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

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18
RESOLUTION NO. 25-830

IN THE MATTER OF APPROVING RIGHT-OF-WAY WORK PERMIT SUMMARY SHEET:

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

WHEREAS, the below requests to perform work within the right-of-way have been reviewed and approved by the Delaware County Engineer;

NOW, THEREFORE, BE IT RESOLVED that the following permits are hereby approved by the Board of Delaware County Commissioners:

PERMITS	APPLICANT	LOCATION	TYPE OF WORK
UT2025-0272 UT2025-023	SPECTRUM FRONTIER	RIDER RD HIGHMEADOWS VILLAGE DR	ROAD BORE FIBER OPTIC CABLE

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

19
RESOLUTION NO. 25-831

IN THE MATTER OF ACCEPTING THE ROADS, APPROVING RECOMMENDED SPEED LIMITS, ESTABLISHING STOP CONDITIONS, AND RELEASING BONDS FOR BERLIN FARM SECTION 1, BERLIN FARM SECTION 2, BERLIN FARM WEST ROLOSON-PIATT ROAD, BERLIN FARM WEST SECTION 1, BERLIN FARM WEST SECTION 3, AND BERLIN FARM WEST SECTION 4:

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

WHEREAS, the Engineer has reviewed the roadway construction of the roads in Berlin Farm Section 1, Berlin Farm Section 2, Berlin Farm West Roloson-Piatt Road, Berlin Farm West Section 1, Berlin Farm West Section 3, and Berlin Farm West Section 4 (the “Subdivision”), finds it to be constructed in accordance with the approved plans, and recommends that the following roadways within the Subdivision be accepted into the public system:

Berlin Farm Section 1:

- An addition of 1.619 mile to Township Road Number 95, Roloson-Piatt Road
- An addition of 0.073 mile to Township Road Number 1905, Rustic Trail Drive
- An addition of 0.048 mile to Township Road Number 1906, Patricia Ann Way
- An addition of 0.153 mile to Township Road Number 1907, Denman Lane
- An addition of 0.141 mile to Township Road Number 1908, Maple Heights Drive
- An addition of 0.139 mile to Township Road Number 1909, Dalbey Lane
- An addition of 0.111 mile to Township Road Number 1910, Cromwell Loop
- An addition of 0.227 mile to Township Road Number 1911, Logsdon Loop

Berlin Farm Section 2:

- An addition of 0.136 mile to Township Road Number 1905 Rustic Trail Drive
- An addition of 0.403 mile to Township Road Number Maple Heights Drive
- An addition of 0.173-mile Township Road Number 1909 Dalbey Lane
- An addition of 0.163 mile to Township Road Number 1912 Wittinghill Court

Berlin Farm West Roloson-Piatt Road:

- An addition of 1.900 mile to Township Road Number 95, Roloson-Piatt Road

Berlin Farm West Section 1:

- An addition of 0.586 mile to Township Road Number 1906 Patricia Ann Way
- An addition of 0.035 mile to Township Road Number 1913 Peiper Lane
- An addition of 0.034 mile to Township Road Number 1914 Angelo Lane
- An addition of 0.034 mile to Township Road Number 1915 Paul Edward Drive
- An addition of 0.023 mile to Township Road Number 1916 Marie Way
- An addition of 0.023 mile to Township Road Number 1917 Stinson Road
- An addition of 0.164 mile to Township Road Number 1918 Longhill Drive
- An addition of 0.041 mile to Township Road Number 1919 Charlotte Way

Berlin Farm West Section 3:

- An addition of 0.174 mile to Township Road Number 1917 Stinson Road
- An addition of 0.62 mile to Township Road Number 1906, Patricia Ann Way
- An addition of 0.202 mile to Township Road Number 1919 Charlotte Way

Berlin Farm West Section 4:

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- An addition of 0.055 mile to Township Road Number 1921 Marshall Lane
- An addition of 0.367 mile to Township Road Number 1920 Brain Way
- An addition of 0.084 mile to Township Road Number 1915 Paul Edward Drive
- An addition of 0.084 mile to Township Road Number 1916 Marie Way

WHEREAS, the Engineer recommends that the following stop conditions be established within the Subdivision; and

Berlin Farm Section 1:

- Establish a stop condition for Township Road 1905, Rustic Trail Drive, at its intersection with Township Road Number 95, Roloson-Piatt Road
- Establishes a stop condition for Township Road 1906, Patricia Ann Way, at its intersection with Township Road 1907, Denman Lane
- Establishes a stop condition for Township Road 1907, Denman Lane, at its intersection with Township 1905, Rustic Trail Drive
- Establishes a stop condition for Township Road 1909, Dalbey Lane, at its intersection with Township Road 1908, Maple Heights Drive
- Establishes two stop conditions for Township Road 1910 Cromwell Loop, at its intersection with Township Road 1909, Dalbey Lane
- Establishes two stop conditions for Township Road 1911 Logsdon Loop, at its intersections with Township Road 1908 Maple Heights Drive

Berlin Farm Section 2:

- Establishes a stop condition for Township Road number 1909 Dalbey Lane, at its intersection with Township Road 1905 Rustic Trail Drive
- Establishes a stop condition for Township Road 1912 Wittinghill Court, at its intersection with Township Road 1905, Rustic Trail Drive and Township Road 1908 Maple Heights Drive

Berlin Farm West Section 1:

- Establishes a stop condition for Township Road 1906 Patricia Ann Way at its intersection with Township Road 95 Roloson-Piatt Road
- Establishes a stop condition for Township Road 1914 Angelo Lane at its intersection with Township Road 1906 Patricia Ann Way
- Establishes a stop condition for Township Road 1915 Paul Edward Drive at its intersection with Township Road 1906 Patricia Ann Way
- Establishes a stop condition for Township Road 1916 Marie Way at its intersection with Township Road 1906 Patricia Ann Way
- Establishes a stop condition for Township Road 1917 Stinson Road at its intersection with Township Road 1906, Patricia Ann Way
- Establishes a stop condition for Township Road 1918 Longhill Drive at its intersection with County Road 91 Berlin Station Road
- Establishes a stop condition for Township Road 1918 Longhill Drive at its intersection with Township Road 1906 Patricia Ann Way
- Establishes a stop condition for Township Road 1919 Charlotte Way at its intersection with Township Road 1918 Longhill Drive

Berlin Farm West Section 3:

- Establishes a stop condition for Township Road 1906, Patricia Ann Way at its intersection with Township Road 1919 Charlotte Way

Berlin Farm West Section 4:

- Establishes two stop conditions for Township Road 1921 Marshall Lane at its intersections with Township Road 1920 Brian Way
- Establishes a stop condition for Township Road 1920 Brian Way at its intersection with Township Road 95 Roloson-Piatt Road
- Establishes a stop condition for Township Road 1915 Paul Edward Drive at its intersection with Township Road 1920 Brian Way
- Establishes a stop condition for Township Road 1916 Marie Way at its intersection with Township Road 1920 Brian Way

WHEREAS, the Engineer recommends that 25-mile-per-hour speed limits be established throughout the Subdivision; and

WHEREAS, the Engineer also requests approval to return the maintenance bonds to the owner, M/I Homes of Central Ohio, LLC;

NOW, THEREFORE BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby accepts the Engineer's recommendations stated herein and accepts the roads, approves the speed limits, establishes stop conditions, and releases the bonds in accordance with the Engineer's recommendations stated herein.

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

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ADMINISTRATOR REPORTS

CA Davies and DCA Huston – Nothing to report.

21
COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Lewis – invited Sheriff Balzer to speak about receiving a 100% on the County Jail Inspection.

Commissioner Benton – attended the Big Walnut / Sunbury Chamber breakfast and the CCAO Regional Meeting. He will be attending the Records Commission Meeting on 10/14/2025

Commissioner Merrell – attended the CCAO Regional Meeting and will be attending the 9-1-1 Board Meeting on 10/14/25.

RECESS AT 10:17 A.M. / RECONVENE AT 1:30 P.M.

Delaware County Soil and Water Conservation District

1:30 PM Viewing for Indian Run Lateral #3 Drainage Petition

Viewing opened at 1:30 p.m. / Viewing Closed at 1:42 p.m.

2:00 PM Viewing for Homestead Lane North Drainage Petition

Viewing opened at 2:00 p.m. / Viewing closed at 2:15 p.m.

There being no further business, the meeting adjourned.

Jeff Benton

Barb Lewis

Gary Merrell

Jennifer Walraven, Clerk to the Commissioners