

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

WHEREAS, 25 days have passed and the Clerk of the Board has not received an objection from the City of Delaware or the Township of Delaware;

COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 2, 2025

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners grants the petition requesting annexation of 175.79 acres, more or less, from Delaware Township to the City of Delaware.

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

5
RESOLUTION NO. 25-786

IN THE MATTER OF GRANTING ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, DAVID W. FISHER, ESQ., REQUESTING ANNEXATION OF 109.01 ACRES OF LAND IN BERLIN TOWNSHIP TO THE CITY OF DELAWARE:

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

WHEREAS, on September 5, 2025, the Clerk to the Board of the Delaware County Commissioners received an annexation petition filed by David W. Fisher, Esq., agent for the petitioners, requesting annexation of 109.01 acres, more or less, from Berlin Township to the City of Delaware; and

WHEREAS, pursuant to section 709.023 of the Revised Code, if the Municipality or Township does not file an objection within 25 days after filing of the annexation petition, the Board at its next regular session shall enter upon its journal a resolution granting the proposed annexation; and

WHEREAS, 25 days have passed and the Clerk of the Board has not received an objection from the City of Delaware or the Township of Berlin;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners grants the petition requesting annexation of 109.01 acres, more or less, from Berlin Township to the City of Delaware.

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

6
RESOLUTION NO. 25-787

IN THE MATTER OF APPROVING THE USE OF A PROCUREMENT CARD FOR THE TREASURER’S OFFICE:

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

WHEREAS, pursuant to section 301.29 of the Revised Code, the Board of Commissioners of Delaware County, by Resolution No. 04-1193, dated September 30, 2004, adopted a policy for the use of County Procurement Cards; and

WHEREAS, the Board of Commissioners of Delaware County, by Resolution No. 11-1040, dated October 3, 2011, adopted amendments to the Policies and Procedures for the county procurement card program; and

WHEREAS, the Board of Commissioners has adopted the procurement card policy for the use of the card to pay for specific classes of work related expenses, without submitting a monthly estimate of the expenses, pursuant to section 301.29(F)(2) of the Revised Code;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, authorizes the use of the following procurement cards to the limits indicated and for specific work related expenses designated in the Procurement Card Policy without submitting a monthly estimate of expenses:

New Card for Linda A. Davis:	
Appointing Authority:	Treasurer
Office/Department:	Treasurer
Daily spending per card:	\$5,000
Monthly spending per card:	\$10,000
Single transaction limit:	\$5,000
Daily number of transactions per card:	10
Monthly number of transactions per card:	10
Department Coordinator:	Jessica Bendle

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

7
RESOLUTION NO. 25-788

IN THE MATTER OF APPROVING A SERVICES AGREEMENT BY AND BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND COMMUNICATION SERVICES, INC., DBA NORTHERN 911, FOR THE COUNTY’S 9-1-1 SYSTEM:

COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 2, 2025

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

WHEREAS, the Delaware County Director of Emergency Communications recommends approval of a services agreement by and between the Delaware County Board of Commissioners and Northern Communication Services, Inc., DBA Northern 911, for the County’s 9-1-1 system; and

WHEREAS, Northern 911 provides support emergency transfer services nationwide;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following services agreement by and between the Delaware County Board of Commissioners and Northern Communication Services, Inc., DBA Northern 911, for the County’s 9-1-1 system:

MASTER SERVICES AGREEMENT

This Master Services Agreement (this “Agreement”) is made and effective as of October 1, 2025 (the “Effective Date”)

By and Between:
Delaware County 911 Center
with offices at 10 Court St.,
Delaware, Ohio, 43015
(hereinafter the “Client”)

And:
Northern Communication Services Inc. Operating as “Northern 911”
with offices located at 230 Alder Street
Sudbury, Ontario, P3C 4J2
(hereinafter the “Provider”)

Client and Provider together are referred to herein as the “Parties” and individually as a “Party”. Certain terms used in this Agreement without definition shall have the meanings assigned to them in Appendix A hereto.

Client wishes to engage Provider as an independent service provider to provide, among other things, certain Emergency Response Center services more particularly described in the individual Statements of Work attached hereto.

The Parties intend to establish the terms and conditions pursuant to which Client may engage Provider to provide those services to Client, which framework shall govern the relationship between the Parties in respect of such services.

In consideration of the foregoing and the mutual promises made herein, and in consideration of the representations, warranties and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Article 1 - Services

1.1. Services. During the Term of this Agreement, Provider shall provide the services that are described in one or more Statements of Work (SOW) (the “Services”). Duly authorized representatives of both Client and Provider must agree to and sign all applicable SOWs before any obligations are incurred thereunder by either Party. From time to time during the Term, Client may request, and Provider may agree to provide, Additional Services to those set forth in a SOW. Any such Additional Services will be performed in accordance with the terms of this Agreement, and the applicable SOW, which will be attached hereto and incorporated herein.

- 1.1.1. When Client desires to purchase Services under this Agreement, Client shall negotiate and execute an SOW with Provider. All SOWs will be governed by the terms and conditions of this Agreement (and any exhibits or other attachments appended hereto) and collectively shall be deemed separate agreements between Client and Provider. To the extent either of the Parties requires additional or alternative terms and/or conditions other than those contained in this Agreement in order to comply with country-specific or regional business practices, laws, pricing or other locale-specific matters, such alternative or additional terms and/or conditions shall be set forth in the applicable SOW.
- 1.1.2. Priority. In the event of a conflict between this Agreement and any SOW entered hereunder, the terms of this Agreement shall prevail over conflicting terms in any SOW. Notwithstanding the foregoing order of priority, if an SOW explicitly identifies a provision in this Agreement that the Parties expressly intend to be superseded or modified by such provision in the SOW, the provision in the SOW shall prevail for purposes of that SOW only so long as the SOW is duly executed by authorized representatives of both Parties.

2. Article 2 - Term and Termination of Agreement

2.1. Term. The term of this Agreement (the “Term”) shall commence on the Effective Date and shall

**COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 2, 2025**

expire at midnight on the third anniversary of the Effective Date, unless otherwise terminated earlier as provided herein. Thereafter, the term shall automatically be renewed for successive periods of the same term ("Renewal Term"), unless either Party provides written notice of non-renewal to the other Party at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the expiration date of the then-current Term. Upon the commencement of a Renewal Term, such Renewal Term shall be considered part of the Term. In the event Client terminates this Agreement prior to the expiration of the then-current Term for any reason other than as set forth in Article 2, Client shall pay for liquidated damages equal to the average of its six (6) most recent monthly charges multiplied by the number of months remaining in the then-current Term.

2.2. Termination Based on Non-Performance. If either Party commits a material breach of this Agreement or any SOW and such breach is not cured within thirty (30) days after receipt of written notice of such breach, then the other Party may, by giving thirty (30) days' prior written notice to the other Party, terminate this Agreement or the applicable SOW, in whole or in part, as of a date specified in the notice of termination. If the material breach was for an SOW only and other SOW are in place, only the SOW that was materially breached may be terminated under this provision.

2.3. Termination for Non-Payment. Provider may terminate this Agreement, or an applicable SOW for non-payment as follows: In the event that payment is not received from Client within sixty (60) days of the date of the invoice (the "Invoice Date"), Provider shall immediately notify Client of the missing payment, and Client shall have ten (10) days from the date of Provider's notice to cure the default in payment terms. Notwithstanding anything to the contrary contained in this Agreement, in the event that Client's payment is not received by Provider within the ten (10)-day cure period, Provider shall have the right, in its sole discretion, to suspend or terminate this Agreement, or an applicable SOW, and stop providing the Services, by giving five (5) days' prior written notice to Client.

2.4. Termination for Force Majeure Event. Either Party may terminate this Agreement, or an applicable SOW, upon the occurrence of a Force Majeure Event (as described in Section 7.3 of this Agreement) whereby the other Party is not able to perform its obligations hereunder due to such Force Majeure Event for a period of sixty (60) days, but only if the terminating Party is able to perform its obligations hereunder or under such SOW.

2.5. Transition Assistance. Upon termination of this Agreement or any SOW by Client in accordance with Section 2.2 or Section 2.6, or upon the expiration of this Agreement in accordance with Section 2.1, Provider shall, at Client's request, provide Client with transition assistance services for the period of time, and on the same terms and conditions (except as otherwise agreed to in writing) set forth in the applicable SOW (such period being the "Transition Assistance Period"). During the Transition Assistance Period, Provider will provide information, cooperation and assistance that is reasonably required to ensure an effective and timely transition. The apportionment of any costs associated with such transition assistance services shall be set forth in the applicable SOW. If not previously addressed in an existing SOW a new SOW is to be created. It is understood that Provider will not be obligated to work directly with any third party technical or customer service support provider that is competitive with Provider, or its agents or facilities in such transition assistance. Notwithstanding the foregoing, if the Agreement or an SOW is terminated by Provider due to Client's failure to pay sums due and owing to Provider, as applicable, Provider may request payment of all amounts owed as well as monthly payments in advance for transition services before performing any transition services for Client. Any such transition assistance services shall comply with applicable employment laws and regulations in the locale(s) in which such transition services are being performed.

2.6. To Provider's knowledge its practices are in compliance with all laws, regulations, orders, and rulings of any court or regulatory authority having jurisdiction over the Services. In the event that changes are made to existing laws or regulations, or that new laws, regulations, orders or rulings are enacted, and additional costs must be incurred by Provider in order to comply, the Client agrees to negotiate in good faith with Provider with respect to the allocation of such costs. If the Parties cannot agree on the allocation of such costs, either Party may terminate this Agreement without penalty.

3. Article 3 - Tools, Telecommunications, Training and Management

3.1. Client Tools. Client agrees to provide Provider with sufficient copies of products and related materials, including, but not limited to, Client Material as reasonably necessary for Provider to provide the Services (collectively, the "Client Tools"). The Client Tools that are required for Provider or a Provider Affiliate, as applicable, to perform the Services shall be specifically listed in an applicable SOW. Provider acknowledges that its use of any software and related materials included in the Client Tools may be subject to the terms of license agreements. Client shall ensure that the terms of the license agreements are sufficiently broad to enable Provider to use the software for purposes of performing the Services. Client shall be obligated to supply reasonable

**COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 2, 2025**

documentation, or other such written materials included in the Client Tools, and Provider may make any number of copies of such materials as are necessary for it to provide the Services.

3.2. Security Assessment. The Provider may choose to perform a security assessment on an as required basis. During the security assessment, a review of how the Client's systems and employees interact with the tools, programs, processes, data, and software provided in connection will be performed. Once complete, a security assessment report will be provided with its findings and recommendations. The Client will implement the recommendations in the security assessment report that are within its control within a timeframe to be agreed upon by the parties.

3.3. Telecommunications. Client shall pay all expenses related to sending Customer Contacts to Provider, including the costs for the provision of telecommunication lines and the bearing of network costs associated with routing inbound calls to the applicable facilities. Provider is responsible for properly equipping its facility with the necessary hardware to handle Customer Contacts. Client shall pay all expenses related to the transmission of data between Provider and Client, including provision of hardware, point-to-point circuitry, and the bearing of network costs associated with the volume of data traffic.

3.4. Training Costs. The costs of all training, including but not limited to initial training, support training, "training the trainer" and attrition training shall be apportioned as set forth in the applicable SOW.

3.5. Deliverable Acceptance. For new implementations of Services or changes to existing Services, Client shall supply a written notice to Provider for acceptance of the deliverable. If the Client does not furnish a written notice to Provider specifying a deliverable has failed to satisfy its acceptance criteria within thirty (30) days of implementation, the Client will be deemed to have accepted such deliverable.

4. Article 4 - Fees and Payment

4.1. Fees for Set-Up and Service. Provider shall perform the Services subject to Client's timely payment of the fees based on the pricing and billing rates detailed in the applicable SOW(s).

4.2. Invoices, Disputes and Payment Terms.

4.2.1. Invoices. Provider will provide Client with monthly invoices on or before the third Business Day of each month for the Services. This shall contain the applicable base rate for that month and shall account for any possible usage charges incurred during the previous month.

4.2.2. Invoice Disputes. If the Client disputes any portion of an invoice, the Client must bring the dispute to the attention of the Provider in writing within 30 days of the invoice date. The failure of the Client to send a written notice of dispute within this time period shall be deemed a waiver by the Client of the right to dispute any portion of the invoice. If the dispute relates to a portion of the invoice, the Client shall be required to make payment of the undisputed balance within the time period stated on the invoice.

4.2.3. Payment Terms. Invoices for services rendered by Provider are paid via automated payment from a bank or credit card or other mutually agreed upon method. Automated payments are taken on the first business day of the month. Should the payment be declined, the invoice amount plus the applicable administration fee is due within thirty (30) days of the invoice date. All charges and payments shall be in the currency stated in the applicable SOW.

4.2.4. Interest. If Client is delinquent in the payment of any invoice, Client shall be obligated to pay interest and/or late charges at a rate of 24% per annum (2% per month). In the event of a good faith dispute with regard to a portion of any invoice, only the disputed portion of the invoice may be withheld until resolution of the dispute.

4.3. Applicable Sales Taxes. The fees payable under this Agreement shall not be construed to include sales, use or other similar taxes or duties and all of those would be extra. Each Party is responsible for its own tax liabilities. The Parties will cooperate to minimize all taxes applicable to the Services.

4.4. No Accord and Satisfaction. Unless otherwise expressly stipulated in writing and signed by both Parties, no payment by Client or receipt thereof by Provider shall be deemed to be other than a payment toward either (a) the specific invoice number referenced on Client's payment, or, if no invoice number is referenced, then (b) the oldest invoice(s) then due and owing. No endorsement, statement, or other writing on any check or payment or any letter or communication

**COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 2, 2025**

accompanying any check or payment shall be deemed to be an accord and satisfaction, and Provider may accept and negotiate or receive such check or payment without prejudice to Provider's right to recover the balance owed under any and all unpaid invoices and any other remedy available to Provider under the terms of this Agreement, at law, or in equity.

4.5. Pricing Adjustments.

- 4.5.1. Wage Increase Adjustment. If there are any mandatory wage increases at any time during the Agreement, Provider may increase the prices for the Services set forth in each applicable SOW by an amount equal to any compulsory wage increase established by a Governmental Entity.
- 4.5.2. Inflation Adjustment. Provider may at its discretion, increase its prices on an annual basis by an amount equal to the Canadian posted rate of inflation. Should Provider choose not to increase rates in certain years, they may apply cumulative adjustments in future years for years in which no inflation rate adjustment was applied.
- 4.5.3. Other Adjustments. Provider will endeavor to keep its rates as affordable as it deems feasible. Circumstances beyond the reasonable control of the Provider may result in pricing changes which shall be permitted upon Provider submitting 60 days' notice and an explanation for such increase to the Client.

5. Article 5 - Representations and Warranties; Indemnification; Liability and Insurance

5.1. Representations and Warranties.

5.1.1. Client's Representations and Warranties.

- 5.1.1.1. Client is duly incorporated or organized, validly existing and in good standing. Client has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement.
- 5.1.1.2. Authority and Enforceability. The execution, delivery and performance of this Agreement have been duly authorized by all requisite corporate action on the part of Client. This Agreement constitutes the legal, valid and binding agreement of Client, and is enforceable against Client in accordance with its terms.
- 5.1.1.3. Approvals. Client has obtained all authorizations, approvals, consents or permits required under all applicable laws and regulations to perform its obligations under this Agreement.
- 5.1.1.4. No Litigation. There is no action, claim, suit, litigation, proceeding, arbitration or investigation (each, an "Action") by or for any Governmental Entity pending against Client or its Personnel, or to Client's knowledge, threatened, that would materially affect Client's ability to execute, deliver or perform its obligations under this Agreement.
- 5.1.1.5. No Violation of Law. Client's execution, delivery and performance of this Agreement does not violate any applicable law, judgment, order, or decree by which Client is bound, and does not result in a breach of, or conflict with, or constitute a default under, any material agreement or contract to which Client is a party. To Client's knowledge, Provider's use of Client Material as permitted under this Agreement will not violate or infringe any intellectual property rights of any person or entity.
- 5.1.1.6. Conforming Products and Services. All of Client's products, services, representations and warranties to third parties, advertisements, media and other information or materials pertaining or related to this Agreement are in compliance with all applicable federal, state, provincial and local laws and regulations, and all other applicable standards within Client's industry including but not limited to all applicable, if any, express or implied warranties of title, merchantability and fitness for a particular purpose, and non-infringement of third party's Intellectual Property Rights, provided to customers of Client. Client shall be responsible for securing, and ensure it has secured, any and all necessary, licenses and consents, including applicable express written consents, from the prospects and customers of Client to be contacted by Provider in connection with Services.

5.1.2. Provider's Representations and Warranties.

- 5.1.2.1. Provider is duly incorporated, validly existing and in good standing. Provider has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement.

**COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 2, 2025**

- 5.1.2.2. Authority and Enforceability. The execution, delivery and performance of this Agreement have been duly authorized by all requisite corporate action on the part of Provider. This Agreement constitutes the legal, valid and binding agreement of Provider, and is enforceable against Provider in accordance with its terms, except insofar as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting generally creditors' rights, or by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).
- 5.1.2.3. Approvals. Provider has obtained all authorizations, approvals, consents or permits required to perform its obligations under this Agreement under all applicable laws and regulations.
- 5.1.2.4. No Litigation. There is no Action by or for any Governmental Entity pending against Provider or its Personnel or to Provider's knowledge, threatened, that would materially affect Provider's ability to execute, deliver or perform its obligations under this Agreement.
- 5.1.2.5. No Violation of Law. Provider's execution, delivery and performance of this Agreement does not violate any applicable law, judgment, order, or decree by which Provider is bound, and does not result in a breach of, or conflict with, or constitute a default under, any material agreement or contract to which Provider is a party. To Provider's knowledge, Client's use of Provider Material as permitted under this Agreement will not violate or infringe any intellectual property rights of any person or entity.

5.2. Indemnification.

- 5.2.1. Indemnification by Provider. Subject to the limitations of liability provisions in this Agreement, Provider agrees to indemnify and hold Client and its Personnel (collectively, the "Client-Indemnitees") harmless from and against third party losses actually incurred by the Client -Indemnitees arising out of or relating to: (a) acts or omissions of Provider or its Personnel that result in personal injury or death in connection with the Services, (b) intentional, fraudulent, tortious or grossly negligent acts or omissions of Provider or its Personnel in connection with the Services, (c) a claim by Client based upon a material breach of this Agreement by Provider and (d) claims that the developed material or Provider Material used as permitted under this Agreement constitutes an infringement or misappropriation of intellectual property rights, provided, however, Provider shall have no obligation to indemnify and hold harmless the Client- Indemnitees to the extent any infringement claim is based on: (i) a Client-Indemnitee's use of the developed material or Provider Material contrary to Provider's documentation or other than as permitted under this Agreement, (ii) modification of the developed material or Provider Material by anyone other than Provider, where but for such modification, the developed material would not infringe the third party's intellectual property rights or (iii) use of the developed material or Provider Material in combination with any other intellectual property, functionality, system or process not provided by Provider.
- 5.2.2. Each Party agrees that the other Party will not be liable under any circumstances for any lost profit, economical or consequential damage or for any claim or demand against the Party by any other person and that there are no third-party beneficiaries to this Agreement.
- 5.2.3. Indemnification Notification and Procedure. Upon becoming aware of any circumstance or Action subject to indemnification under this Agreement or an SOW (an "Indemnification Claim"), the Party seeking indemnification (the "Indemnified Party") shall give written notice thereof to the other Party (the "Indemnitor") promptly (but in no event later than fifteen (15) days) after the Indemnified Party learns of the existence of such Indemnification Claim; provided, however, the failure to give such notice shall not affect the rights of such Indemnified Party except and only to the extent the Indemnitor is prejudiced by such failure. The Indemnitor shall have the right to select and employ legal counsel at Indemnitor's expense, to defend against any such Indemnification Claim, or to compromise, settle or otherwise dispose of the Indemnification Claim; provided, however, that if the settlement of an Indemnification Claim would adversely affect the Indemnified Party, the Indemnitor may settle the Indemnification Claim as to the Indemnified Party only with the Indemnified Party's prior written consent, which consent shall not be unreasonably withheld or delayed. The Indemnified Party shall fully cooperate in the investigation, trial and defense of the Indemnification Claim at its own expense, shall make available to the other Indemnitor any books or records useful for the defense of any such Indemnification Claim, and shall make available its representatives with

**COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 2, 2025**

respect to defense of the Indemnification Claim. If the Indemnitor fails to acknowledge in writing its obligation to defend against or settle such Indemnification Claim within fifteen (15) days after receiving notice thereof from the Indemnified Party (or such shorter time specified in the notice as the circumstances of the matter may dictate), the Indemnified Party shall be free to reasonably dispose of the Indemnification Claim, at the expense of the Indemnitor (but only if indemnification is adjudged to be proper), in any way in which the Indemnified Party deems to be in its best interest.

5.3. Limitation of Liability.

- 5.3.1. Direct Damages. In no event shall either Party's aggregate liability to the other party for direct damages for any and all Claim(s) arising under or in relation to a Statement of Work entered pursuant to this Agreement by the Party or any person claiming through the Party exceed three (3) times the average monthly billed fees paid by Client under such Statement of Work.
- 5.3.2. Consequential Damages. Notwithstanding any other provision of this Agreement, and to the fullest extent allowed by applicable law, in no event shall either Party be liable to the other Party or its officers, directors or employees, whether under a duty of indemnification or otherwise, for any economical or consequential, incidental, indirect, special, exemplary or punitive damages, or damages for lost profits or loss or corruption of data, whether or not the other Party has been advised of the possibility of such Claim. Should such a claim be made, in no event will the amount awarded exceed three (3) times the average monthly billed fees paid by Client under such Statement of Work.

5.4. Insurance.

The Client and the Provider shall, during the term of this Agreement and any renewal or extension of it, take out and keep in full force and effect insurance in which the limits of coverage are sufficient to insure their respective obligations under this Agreement and when asked each party shall provide evidence of the same to the other party. At minimum this is expected to be General Liability Insurance with a policy coverage of \$5,000,000. In the event that either the Client or the Provider is self-insured, when asked that party will provide to the other party satisfactory evidence that the Client and/or the Provider, as the case may be, is and will be, at all relevant times, in a position to insure its obligations under this Agreement.

6. Article 6 - Confidentiality

6.1. Confidentiality of Information.

- 6.1.1. The Provider and the Client agree to abide by all applicable legislation with respect to the protection of privacy in effect from time to time.
- 6.1.2. Both parties agree with respect to any and all data and information whether in written, machine readable or other tangible form, or disclosed orally, that is of value to the disclosing party, is not generally known to competitors of the disclosing party, and which is communicated to another party in contemplation of this Agreement (the "Confidential Information") disclosed to them (the "Recipient") by the other party (the "Disclosing Party") (a) to only use the Confidential Information for the purposes of, and in connection with, the performance of their obligations under this Agreement and, for greater certainty, not use Confidential Information for competitive purposes; and (b) to hold the Confidential Information in confidence, with at least the same degree of care with which it protects its own confidential or proprietary information, and at a minimum in accordance with reasonably prudent standards.
- 6.1.3. The parties further agree that the restrictions in this Agreement on use and disclosure of Confidential Information shall not apply to information that: (a) shall become generally known through no act of the Recipient or is in the public domain or subsequently enters the public domain other than through unauthorized disclosure by the Recipient; (b) that was disclosed to the Recipient on a non-confidential basis by a third party having lawful possession and the right to make such disclosure, who was not under an obligation of confidence regarding the information, who was not identified to the Recipient as an agent of the Disclosing Party and provided that the Recipient would not reasonably expect that such third party had obtained such information in a confidential manner from the Disclosing Party; (c) was in the legitimate possession of the Recipient prior to its disclosure hereunder, as evidenced by appropriate records; (d) is independently developed by the Recipient in the future without use of the Confidential Information, as evidenced by appropriate records; (e) is approved in writing by the Disclosing Party for release or other use by Recipient according to the terms set out in such written approval; or (f) upon request for purpose of regulation, program approval examination, or investigation upon order by applicable provincial or federal regulatory agencies and authorities, to the extent

**COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 2, 2025**

required by law or judicial or administrative process, provided that the Disclosing Party is given prior written notice of such order or law and given the opportunity to seek a protective order against such disclosure.

- 6.1.4. **Export Restrictions.** The Recipient shall not knowingly transmit, directly or indirectly, in whole or in part, any Confidential Information of the Discloser or export, directly or indirectly any Confidential Information or derivative thereof in contravention of the laws of the United States, Canada or the laws of any other country governing the aforesaid activities. The Recipient shall not transfer any of the Discloser's Confidential Information received under this Agreement or any product made using such Confidential Information to any country prohibited from receiving such data or product by the United States or the Canadian Government, without first obtaining a valid export license. Notwithstanding any other provision of this Agreement, this section shall survive for two years following any termination or expiration of this Agreement; provided, however, that if the Confidential Information relates to (a) any patent or copyright, this section shall survive for the duration of such patent or copyright; and (b) any Personal Information, this section shall survive for such period as required by applicable laws.
- 6.1.5. **Disclaimer; Cumulative Confidential Obligation.** The confidentiality provisions of this Article 6 are in addition to, and not in lieu of, the requirements of law applicable to any Provider Consumer Information to which Provider may have access. Confidential Information is provided "as is". Nothing contained herein, in any SOW, or in any Confidential Information shall constitute any express or implied warranty of any kind, including any warranty of title, accuracy, completeness, merchantability, fitness for a particular purpose, or noninfringement of third-party rights, with respect to Confidential Information.

7. Article 7 - General Provisions

- 7.1. Assignment.** Neither Party may assign or transfer this Agreement, in whole or in part, without the prior written consent of the other Party hereto. Such consent not to be unreasonably withheld. For purposes of this section, a Change in Control shall be deemed an assignment, provided, however, a restructuring or reorganization between or among Provider or any one or more Provider Affiliate, or a transaction or series of transactions pursuant to which Provider or any one or more Provider Affiliate sells, assigns or otherwise transfers assets or equity securities between or among themselves, shall not constitute a Change in Control or assignment. Any attempted assignment or transfer in violation of the foregoing shall be void. Notwithstanding the foregoing, Provider may subcontract or otherwise delegate performance of any or all of the Services to one or more Provider Affiliate without Client's consent.
- 7.2. Severability and Waiver.** In the event that any provision of this Agreement, or any SOW entered into pursuant to this Agreement, is held to be illegal or unenforceable, such provision shall be limited or stricken to the minimum extent necessary so that this Agreement, or such SOW, shall otherwise remain in full force and effect and be enforceable by and between the Parties hereto. The failure of either Party to enforce at any time any provision of this Agreement, or an SOW entered into pursuant to this Agreement, or any amendment or modification hereto and thereto, or either Party's failure to exercise any option that is herein and therein provided, or its failure to require at any time performance of any provision herein and therein, shall in no way affect the validity of, or act as a waiver of, this Agreement, or such SOW entered into pursuant to this Agreement, or any amendment or modification hereof or thereof, or any right of that Party thereafter to enforce it.
- 7.3. Force Majeure.** Notwithstanding any other provision in this Agreement, neither Party shall be liable for any damages or penalty for any delay in the performance of, or failure to perform (except Client's payment obligations under this Agreement), any obligation under this Agreement or for failure to give the other Party prior notice thereof when such delay or failure is due to the elements, acts of God, acts of a Governmental Entity, fire, flood, winds, power failure, power surges, or variances thereof, terrorism, war, strikes or lockouts civil unrest, riots, third-party shortages of materials or supplies, telephone carrier outages and other interruptions of carrier services, failure of internet connectivity, delays in transportation, delays in delivery by suppliers or as a result of decisions by civilian or military authorities, or generally as a result of any cause that is beyond the Party's reasonable control. (such an event, a "Force Majeure Event"). Provider shall not be responsible to pay for any substitute or replacement services during a Force Majeure Event. For the avoidance of doubt, Client's obligation to pay outstanding invoices shall continue during a Force Majeure Event. If a party seeks to excuse itself from its obligations under this Agreement due to a force majeure event or any cause beyond its reasonable control, that party shall immediately notify the other party of the delay or non- performance, the reason for such delay or non-performance and the anticipated period of delay or non- performance.

**COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 2, 2025**

7.4. Solicitation and Hiring. Without the prior written consent of the other Party, during the Term and for one (1) year after the expiration or termination of this Agreement, neither Party shall, directly or indirectly, solicit for employment or employ, or accept services provided by, any employee, officer or independent contractor of the other Party who performed work in connection with or related to the Services, without the prior written consent of the other Party, which may be withheld for any reason. The (a) publication of classified advertisements in newspapers, periodicals, Internet bulletin boards, or other publications of general availability or circulation, (b) consideration and hiring of persons responding to such advertisements, or (c) use of independent employment agencies or search firms not specifically targeting either Party's employees shall not be deemed a breach of this section, unless the advertisement and solicitation is undertaken with the intent to circumvent or conceal a breach of this section. The terms of this section shall be binding upon the Parties so long as not in conflict with any applicable federal, state, provincial or local law or regulation relating to hiring or employment practices.

7.5. Notices. All notices, consents and other communications required or permitted by this Agreement shall be in writing and shall be deemed given to a party (a) on the date delivered to the appropriate address by hand, (b) on the date delivered by a nationally recognized overnight courier service (costs prepaid), (c) on the fifth Business Day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid, or (d) on the date sent by e-mail to be confirmed with a copy delivered as provided in clause (a), (b) or (c), in each case to the following addresses or e-mail addresses and marked to the attention of the person (by name or title) designated below (or to such other address, e-mail address or person as a Party may designate by notice to the other Party pursuant to the provisions of this section):

To Client:
Delaware County 911 Center
Attention: Lauren Yankanin
10 Court St.,
Delaware, Ohio, 43015
Email: LYankanin@co.delaware.oh.us With a copy to:

To Provider:
Northern Communication Services Inc. Operating as "Northern911" Attention: President
230 Alder Street
Sudbury, Ontario, P3C 4J2
Email: client.support@northern911.com

Either Party may from time to time change its address or designee for notification purposes by giving the other Party prior written notice of the new address or designee and the date upon which it shall become effective.

7.6. Records. Provider shall maintain complete and accurate records of all amounts billable to and payments made by Client under this Agreement in accordance with generally accepted accounting practices. Provider shall retain such records for a minimum period of two (2) years from the date of payment for the Services covered by this Agreement.

7.7. Governing Law. This Agreement and all SOWs, and performance hereunder and thereunder shall be interpreted and construed in accordance with the substantive laws of the State of Ohio without regard to any provisions of its choice of law rules that would result in a different outcome.

7.8. Dispute Resolution. Any Claim, controversy or dispute (a "Dispute") between the Parties arising out of or relating to this Agreement, or an SOW, including with respect to the interpretation of any provision of, or the performance by either of the Parties or their respective Affiliated Entities under this Agreement, or an SOW, shall be resolved as provided in this Section; provided, however, that nothing in this section shall prevent a Party from obtaining interim relief from a court of competent jurisdiction to prevent irreparable harm in appropriate cases.

7.8.1. Negotiation. The Parties initially shall attempt to resolve a Dispute through negotiation. Upon the written request by a Party (the "Dispute Notice"), which shall specify in reasonable detail the basis for such Dispute and what remedy, damages or recourse such Party is seeking, each Party shall appoint a designated representative, whose task it shall be to meet for the purpose of endeavoring to resolve such Dispute through negotiations. The designated representatives shall meet as often as the Parties reasonably deem necessary and shall furnish to the other representative all information that the Parties reasonably believe to be appropriate and germane to resolving the Dispute; provided, however, that the duration of the negotiations described in this section shall not exceed thirty (30) days from the date of receipt of the Dispute Notice, unless otherwise agreed to by the Parties in writing. The specific format for the discussions shall be left to the discretion of the designated representatives.

7.8.2. Mediation. If a Dispute cannot be resolved first through negotiation pursuant to this

**COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 2, 2025**

Section, then the Parties agree to, as soon as commercially practicable, try in good faith to attempt to settle a Dispute by mediation. Mediation shall be completed within sixty (60) days from the commencement of such mediation proceedings, unless otherwise agreed to by the Parties in writing.

7.8.3. Litigation. If a Dispute cannot first be resolved through negotiation pursuant to this Section and mediation pursuant to this Section, and the Parties resort to litigation to resolve such Dispute, then the Parties agree that any Action brought by a Party or an Affiliated Entity to interpret or enforce any provision of this Agreement and/or any SOW, shall be brought exclusively in, and each Party agrees to, and does hereby submit to the exclusive jurisdiction and venue of either the state courts located in Delaware County, Ohio as may be appropriate. The Parties further irrevocably agree that the foregoing shall preclude the jurisdiction and application of any other forum and laws, including all choice or conflict of law provisions.

7.9. Compliance with Laws. Each Party shall comply with all laws, ordinances, rules and regulations governing each of the Parties' respective activities and obligations under this Agreement and within the Parties' respective industries.

7.10. Cumulative Remedies. Except as may otherwise be provided in this Agreement, all rights and remedies granted to each Party under this Agreement are cumulative and in addition to, and not in lieu of, any other rights or remedies otherwise available to such Party at law or in equity.

7.11. Relationship of the Parties. Neither Party to this Agreement is an agent, partner or employee of the other; rather, the Parties are and shall remain independent contractors. Provider shall not be treated as an employee of Client for state or federal income tax purposes, nor will Provider be an employee of Client for purposes of the Federal Unemployment Tax Act, Federal Insurance Contributions Act, the Social Security Act or any other state, federal, provincial or other unemployment or employment security act. Provider is not authorized to make any promise, warranty or representation on Client's behalf with respect to Client's products or to any other matter, except as expressly authorized in writing by Client. Client is not authorized to make any promise, warranty or representation on Provider's behalf as to any matter, except as expressly authorized in writing by Provider. Each Party understands and agrees that its employees shall not be entitled, by operation of this Agreement, to participate in health or disability insurance, retirement or pension benefits, if any, to which employees of the other Party may be entitled. In addition to the provisions in Section 7.11 of the Agreement, the Provider hereby certifies that it has five or more employees and that none of the employees are, for purposes of this Agreement, public employees as defined in Chapter 145 of the Ohio Revised Code.

7.12. Amendments. Except as may be provided in this Agreement, any amendment or modification of any provision in this Agreement, including amendment or modification of any SOW entered into pursuant to this Agreement, will not be effective unless the amendment or modification is in writing and signed by both Parties (or by the Parties respective Affiliated Entities, as the case may be).

7.13. Acknowledgment. The Parties each acknowledge that the terms and conditions of this Agreement have been the subject of active and complete negotiations, and that such terms and conditions should not be construed in favor of or against either Party by reason of the extent to which either party or its professional advisors participated in the preparation of this Agreement.

7.14. Entire Agreement. This Agreement, together with any authorized and duly executed exhibits, and/or SOWs entered into pursuant to this Agreement, or any amendment or modification hereof or thereof, constitute the entire agreement of the Parties hereto and supersede all prior representations, proposals, discussions and communications, whether oral or in writing. No other document referenced in this Agreement will be binding on Provider unless attached as an exhibit.

8. Article 8 - Counterparts

8.1. This Agreement may be executed in counterparts and all counterparts so executed shall constitute one agreement binding on all the Parties hereto, notwithstanding that all the Parties are not signatories to the original or the same counterpart. This Agreement may be executed by facsimile or e-mail transmission of Adobe Acrobat files, each of which shall constitute an original and all of which, taken together, shall constitute one and the same instrument. Any Party executing this Agreement by fax or Adobe Acrobat file shall, immediately following a request by any other Party, provide an originally executed counterpart of this Agreement provided, however, that any failure to so provide shall not constitute a breach of this Agreement

**COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 2, 2025**

This Statement of Work (SOW) is issued pursuant to the Master Service Agreement (“Agreement”) between Delaware County 911 Center (“Client”) and Northern911 (“Provider”), effective October 1, 2025. This SOW is subject to the terms and conditions contained in the Agreement between the parties and is made a part thereof. Any term not otherwise defined herein shall have the meaning specified in the Agreement. In the event of any conflict or inconsistency between the terms of this SOW and the terms of this Agreement, the terms of the Master Service Agreement shall govern and prevail unless it is clearly and specifically stated that a specific item in the SOW supersedes a specific item in the agreement. This SOW # 001 (“SOW”), effective as of October 1, 2025, is entered into by and between Provider and Client, and is subject to the terms and conditions specified below. The Schedule(s) to this SOW, if any, shall be deemed to be a part hereof. In the event of any inconsistencies between the terms of the body of this SOW and the terms of the Schedule(s) hereto, the terms of the body of this SOW shall prevail unless it is clearly and specifically stated in that a specific item in the Schedules supersedes a specific item in the SOW

1. Preamble

1.1. Term

1.1.1. The term of this SOW (the “Term”) shall commence on the Effective Date of the SOW and shall expire at midnight on the third anniversary of the Effective Date, unless otherwise terminated in accordance with the Agreement. This section supersedes Section 2.1 of the Agreement, and any portions of Section 2.1 of the Agreement not rewritten in this section of the SOW shall be of no force or effect.

1.2. Change Management

1.1.2. Either Party may, at any time during the progress of the Services, request additions, deletions or alterations (all hereinafter referred to as a “Change”) to the Services in writing. The requesting Party will submit a change management form or other approved method to the other Party which may include any changes in pricing or in the delivery of the Services necessitated by the Change. No such Change shall be implemented unless it is authorized by both parties.

2. Overview of Services

2.1. High Level Overview

2.1.1. The Provider will provide Call Transfer to a Remote Agency (hereinafter the “Services”) for calls directed to the Emergency Response Center made by the Client Representative.

2.1.2. The Client Representative receives the original call from the Caller and determines if the Caller requires Emergency Services.

2.2. Specifications

2.2.1. Calls arrive from the Client to the Provider via PSTN only.

2.2.2. The Provider will allocate a DID for the Client to use.

2.3. Assumptions

2.3.1. The Client Representative will obtain the Caller’s address information or description of location, call back number, IP Address, Text number, or chat identity information.

2.3.2. Caller is located in Canada or the United States of America.

2.3.3. All calls are answered in English.

2.3.4. Average call time is 3 minutes or less.

2.3.5. Test calls are billable under the fee schedule in section 8.

2.3.6. Testing by the Client shall be conducted on a mutually agreeable frequency and schedule between the parties.

2.4. Exclusions

2.4.1. Provision of Services during an outage should the client elect to rely on a primary routing method with no backup.

2.4.2. Additional training for the Provider’s agents beyond the scope of work listed herein.

3. Obligations of the Provider

3.1. Manage and operate an Emergency Response Center, including all necessary equipment and personnel. In the event of any interruption in the Services, Provider will make commercially reasonable efforts to provide to the Client reasonable advance notification (via phone, or email) of such interruption.

3.2. Operate the Emergency Response Center, twenty-four (24) hours a day, seven (7) days a week, every day of the year.

3.3. Ensure that the Emergency Response Center is complete with an appropriate number of voice channels to support the forecasted call volume.

3.4. Maintain control of each emergency call using the call procedures described herein until such call can be transferred to the appropriate Remote Agency.

3.5. Using best reasonable efforts, Provider shall transfer all emergency calls from Client, as listed in the services herein, to the PSAP or Remote Agency which Provider deems most appropriate based on the address provided. Calls may be transferred through an incumbent local exchange carrier (ILEC), primary PSAP, or alternate means depending on caller location and directives by the agency having jurisdiction.

3.6. Provide, during its operation of the Emergency Response Center, TTY services for the hearing and voice impaired.

3.7. Use its best efforts to provide, whenever reasonably possible, and in response to a particular emergency type call, the services of a third party for the purpose of providing a multi-language interpretation service. However, Provider does not warrant or represent that this multi-language service will always be available or capable of interpreting any particular language and Provider in no way accepts any liability for the acts or omissions of such a third-party nor for its unsuccessful attempt to provide interpretation in any particular instances. If Provider incurs costs of more than \$25.00 in any one month for this service, the Client shall pay such additional costs at a rate of cost plus 10%.

**COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 2, 2025**

3.8. Retain voice records of all emergency calls recorded and an electronic copy of all call detail for one (1) year. Provider is prepared to provide authorized personnel, certified copies of audio recordings and/or copies of call detail data, as it directly pertains to the Client's emergency operation for the purposes of civil litigation and/or criminal proceedings. When provided, Provider will retain the original recordings or records until such proceedings are complete. Records older than one (1) may be requested and be subject to an archive retrieval fee.

3.9. Provider states that to the best of its knowledge, at the time of signing, its practices are in compliance with all laws, regulations, orders and rulings of any court or regulatory authority having jurisdiction over the call routing process. In the event that changes are made to the existing laws or regulations or that new laws, regulations, orders or rulings are enacted, and additional costs must be incurred by Provider in order to comply, the Client agrees to negotiate reasonably and in good faith with Provider with respect to the allocation of such costs. If the parties cannot agree on the allocation of such costs, either party may terminate this Agreement without penalty.

4. Obligations of the Client

4.1. The Client Representative will provide to Provider the Caller's address information or description of location, call back number, IP Address, Text number, or chat identity information. Should there be no specific address information, the Client Representative will convert any latitude and longitude information into a physical location using the conversion method of their choice. The Client Representative will then provide the address information to the Provider.

4.2. Has committed to supporting Provider formal change and release management process intended to mitigate risk of adversely impacting Service delivery.

4.3. Provide estimated call volumes based on known information as Client membership expands and/or otherwise changes.

4.4. Should the forecasted call volumes be expected to change by more than 10% then the Client will notify the Provider of the expected call volume with at least thirty (30) days advanced notice.

4.5. Responsible for routing calls to the Provider's switch.

5. Standard Call Handling Procedures

5.1. The Services shall adhere to Northern911 Standard Operating Procedures for **PSAP Support Emergency Transfer Service** unless a criteria is met in Section 6.

5.2. The Provider will use reasonable efforts to notify the Client ten (10) Business days in advance of any changes to the Northern911 Standard Operating Procedures for **PSAP Support Emergency Transfer Service**.

5.3. Custom modifications to the Northern911 Standard Operating Procedures for **PSAP Support Emergency Transfer Service** shall be documented through the Change Management process described in 1.2.1.

6. Non-Standard Call Handling Procedures

6.1. Unusual Occurrences

6.1.1. The Provider may elect to alter the Northern911 Standard Operating Procedures for **PSAP Support Emergency Transfer Service** as a result of circumstances influenced by many variables including, but not limited to, primary PSAP availability and PSAP instructions.

6.1.2. Using best reasonable efforts, the Provider will notify the Client of any changes to the Northern911 Standard Operating Procedures for **PSAP Support Emergency Transfer Service** within a timely manner.

6.2 Peak Incident Inbound Call Volumes

6.2.1. Should the number of inbound calls increase significantly to the Emergency Response Center (hereinafter "Peak Incident Event") the Provider may elect to alter the Northern911 Standard Operating Procedures for **PSAP Support Emergency Transfer Service**.

6.2.2. Non-standard call handling procedures and measures taken will be determined by the Provider on a case-by-case basis and is influenced by many variables including, but not limited to, the number of inbound calls, availability of a verified address, voice contact, primary PSAP availability, PSAP instructions, etc.

6.2.3. Using best reasonable efforts, the Provider will notify the Client of any changes to standard operating procedures, or the number of voice channels allocated within a timely manner.

7. Maintenance Window for Client and Provider

7.1. Any potentially service impacting maintenance is to be scheduled five (5) business days in advance and occur between Tuesday to Thursday from 12:01 AM through 6:00 AM Eastern Standard Time.

7.2. The Party requiring service impacting maintenance outside the maintenance window will use reasonable efforts to notify the other Party ten (10) Business days in advance of any scheduled maintenance activities that fall outside of the Maintenance Window. Such activities include but are not limited to hardware or software upgrades.

7.3. Emergency Maintenance:

7.3.1. The Parties may need to perform emergency maintenance with minimal notice.

7.3.2. Using best reasonable efforts, the Party requiring emergency maintenance will notify the other Party within a timely manner.

7.4. Any Party requiring scheduled maintenance that is non-service impacting in scope of the Services will use reasonable efforts to notify the other Party within three (3) Business days.

8. Fee and Implementation Schedule

8.1. Implementation

8.1.1. The service implementation schedule is 15 business days after receipt of signed SOW.

8.1.2. Provider shall bear no responsibility for failing to provide set-up deliverables on a timely basis to the extent that such failure is due to Client's failure or delay in providing dependent Client deliverables or otherwise meeting its obligations under the Agreement or Statement of Work.

COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 2, 2025

8.1.3. The setup fee is \$250.00 and shall be billed on the first business day of the month following receipt of the signed SOW. A one-time set-up charge of \$100.00 will be applied per standard sub-account.

8.2. Recurring Fees

- 8.2.1. Call traffic will be invoiced monthly as per the schedule of rates below and shall be billed on the first business day of the month following receipt of the signed SOW. Call Traffic Per Month Call Traffic Per Month 0 - 15 \$250 base rate Plus 16 - 50 \$18 per call Plus 51 - And up \$17 per call
- 8.2.2. In the event that the Client requests to defer their go-live date, a monthly credit of 50% of the base rate shall apply until services go live.
- 8.2.3. A monthly charge of \$100.00 will be applied per sub-account.
- 8.2.4. The number of Calls per month shall be aggregated for all Statements of Work under the Agreement to determine the monthly amount billed unless otherwise identified or unless pricing for the Statements of Work is not the same.
- 8.2.5. Should any of the assumptions or exclusions not hold true, the Provider reserves the right to discuss changing the pricing structure. Notwithstanding Section 4.5 of the Agreement, any pricing adjustments shall only take effect upon Provider submitting 60 days' written notice and an explanation of the increase, regardless of cause, to the Client and the Client's written agreement to the pricing adjustment(s). Failure of the Client to agree to the pricing adjustments within 60 days after written notice thereof shall be sufficient cause for the Provider to terminate the Agreement without penalty.
- 8.2.6. Pricing includes transfers within the US.
- 8.2.7. A monthly Telco (line) fee of \$7.50 will also be charged per account assigned. This fee may change on a yearly basis.
- 8.2.8. Invoices sent by email are no charge; invoice mailing fee is \$4.95 per month; fee for invoices subject to Client admin tools, portals, etc. is \$9.95 per month. These fees may change on a yearly basis.
- 8.2.9. A \$20 fee will be applied per wire transfer.
- 8.2.10. All rates are in US Dollars plus applicable taxes. Notwithstanding the foregoing sentence and Section 4.3 of the Agreement, the Client shall have no obligation to pay taxes to the extent the Client is exempt therefrom and provides Provider with a certificate evidencing the exemption.

9. Acknowledgement

The Parties hereto have signed this SOW intending to be legally bound hereby as of the Effective Date.

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

8
RESOLUTION NO. 25-789

IN THE MATTER OF AUTHORIZING THE SUBMITTING OF AN APPLICATION FOR A GRANT FROM MEIJER:

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

WHEREAS, the Delaware County Sheriff's Office requests authorization to submit an application for the following financial assistance/donation to be used for additional funding for the Sheriff's Office Shop with a Cop program:

Source:	Meijer
Grant Amount:	\$4,500.00
Local Match:	<u>\$ 0.00</u>
Total Grant Amount:	\$4,500.00

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

Section 1. The Board hereby authorizes the submitting of an application for Meijer's Community Grant program through CyberGrant online platform.

Section 2. The Board hereby designates the County Administrator as the authorized representative for the Grant with full authority to cause submission of the application, to take all other necessary actions, including approval and execution of the subrecipient agreement, to secure aware of the Grant, and to accept the Grant on behalf of the Board. The Delaware County Sheriff's Office shall be the grant contact for purposes of the Grant.

Section 3. When agreements, reports, or other documents require execution by the authorized representative, a copy thereof shall be provided to the Clerk of the Board, along with a copy of this Resolution.

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

9
RESOLUTION NO. 25-790

IN THE MATTER OF AUTHORIZING THE SUBMITTING OF AN APPLICATION FOR A GRANT

COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 2, 2025

FROM WALMART THROUGH THEIR SPARK GOOD LOCAL GRANTS PROGRAM:

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

WHEREAS, the Delaware County Sheriff’s Office requests authorization to submit an application for the following financial assistance/donation to be used for additional funding for the Sheriff’s Office Shop with a Cop program:

Source:	Spark Good Local Grants Program
Grant Amount:	\$3,500.00
Local Match:	\$ 0.00
Total Grant Amount:	\$3,500.00

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

Section 1. The Board hereby authorizes the submitting of an application for Walmart’s Spark Good Local Grants Program.

Section 2. The Board hereby designates the County Administrator as the authorized representative for the Grant with full authority to cause submission of the application, to take all other necessary actions, including approval and execution of the subrecipient agreement, to secure aware of the Grant, and to accept the Grant on behalf of the Board. The Delaware County Sheriff’s Office shall be the grant contact for purposes of the Grant.

Section 3. When agreements, reports, or other documents require execution by the authorized representative, a copy thereof shall be provided to the Clerk of the Board, along with a copy of this Resolution.

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

10
RESOLUTION NO. 25-791

IN THE MATTER OF APPROVING FIRST ADDENDUM TO THE TARGETSOLUTIONS LEARNING, LLC AGREEMENT, QUOTE ID Q-410742 BETWEEN THE DELAWARE COUNTY SHERIFF’S OFFICE, THE DELAWARE COUNTY BOARD OF COMMISSIONERS, AND TARGET SOLUTIONS LEARNING, LLC, FOR SOFTWARE SERVICES RELATED TO EARLY INTERVENTION, FIELD TRAINING, AND TACTICAL EVENT DOCUMENTATION:

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

WHEREAS, the Sheriff and Sheriff’s Office Staff recommend approval of an addendum to the agreement between the Delaware County Sheriff’s Office and the Delaware County Board of Commissioners and Target Solutions Learning, LLC, for software services;

NOW, THEREFORE BE IT RESOLVED, that the Delaware County Board of Commissioners approves the following First Addendum to the agreement between the Delaware County Sheriff’s Office, the Delaware County Board of Commissioners and Target Solutions Learning, LLC, for software services related to early intervention, field training and tactical event documentation:

FIRST ADDENDUM TO THE TARGETSOLUTIONS LEARNING, LLC AGREEMENT, QUOTE ID Q-410742

This First Addendum ("Addendum") to the Target Solutions, LLC Agreement, Quote ID Q- 410 742, including all incorporated terms and conditions, (" Agreement") is entered into this 11th day of September, 2025 by and between Target Solutions Learning LLC, d/b/a/ Vector Solutions. ("Contractor"), whose principal place of business is 4890 W. Kennedy Blvd., Suite 300, Tampa, FL 33609, the Board of County Commissioners, Delaware County, Ohio whose principal place of business is located at 91 N. Sandusky St., Delaware, OH 40315, ("County") and the Delaware County, Ohio Sheriff s Office ("DCSO"), whose principal place of business is located at 1776 State Route 521, Delaware, OH 43015 , (Count y and DCSO collectively "Customer") (All individually "Party" and all collectively, "Parties").

WHEREAS, CONTRACTOR has experience in providing the services sought by the DCSO; and

WHEREAS, the DCSO wishes to utilize Contractor's services, and Contractor is willing to offer such services upon the terms and conditions in this Agreement;

NOW THEREFORE, for good and valuable c consideration, the Parties hereby mutually agree to the following additions, which shall apply to each of the Agreements.

1) INVALID TERMS AND CONDITIONS

**COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 2, 2025**

The Parties agree that any term and condition contained in the Agreement, its ordering documents, quotes, or other materials that conflicts with Section 307.901 (B) of the Ohio Revised Code is void ab initio, and the Agreement is otherwise enforceable as if it did not contain the violating term or condition.

2) INDEPENDENT CONTRACTOR

Contractor agrees that it is an independent contractor and that no agency, employment, joint venture, or partnership has been or will be created between the Parties hereto pursuant to the terms and conditions of this Agreement. As an independent contractor, Contractor and/or its boards, officers, officials, employees, contractors, representatives, agents, volunteers, and/or servants are not entitled to any of the benefits enjoyed by employees of the County and Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder.

3) INDEPENDENT CONTRACTOR ACKNOWLEDGEMENT/ NO CONTRIBUTION TO OPERS

Customer is a public employer as defined in R.C. § 145.01(D). Customer has classified the Contractor as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System ("OPERS") for or on behalf of the Contractor and/or its officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Agreement. Contractor acknowledges and agrees that the BOARD, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. If Contractor is an individual or has less than five (5) employees, Contractor, in support of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete and shall have each of its employees complete an OPERS Independent Contractor Acknowledgement Form ("Form") hereby attached to this Agreement as Exhibit A and by this reference incorporated as if fully written herein.

4) INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION

Notwithstanding anything to the contrary in the Agreement: Contractor shall indemnify and defend the County, DCSO, and its elected officials and employees against any third party claim(s) that the Product, Software, or License, or their use by Customer, provided such use is in accordance with the terms of the Client Agreement, infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and shall promptly pay the amount of any resulting adverse final judgment (or settlement to which Contractor consents). Such indemnity obligation is subject to the County and/or DCSO: (a) promptly giving Contractor notice in writing of the claim and (b) providing Contractor sole control over its defense or settlement, including the choice of counsel, and full authority to settle any such claim; provided, however, that Contractor may not agree to any settlement that requires any payment, action, or forbearance by Customer without Customer's prior written approval. Customer agrees to provide Contractor with reasonable assistance, cooperation, and information in defending the claim at Contractor's expense. Customer shall not attempt to settle any such claim on its own behalf.

5) DRUG FREE WORKPLACE

The Contractor agrees to comply with all applicable state and federal laws regarding drug-free workplace and shall have established and have in place a drug free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

6) CERTIFICATION REGARDING FINDINGS FOR RECOVERY

Contractor, by signature of its authorized representative below, hereby certifies that it is not subject to any current unresolved findings for recovery pending with or issued by the Ohio Auditor

7) EQUAL OPPORTUNITY/NON-DISCRIMINATION/CIVIL RIGHTS

In fulfilling the obligations and duties of this Agreement, Contractor certifies and agrees as follows: Contractor, all subcontractors, and/or any person acting on behalf of the Contractor or any subcontractor shall comply with all applicable federal, state, and/or local laws prohibiting discrimination and providing for equal opportunity. Contractor, all subcontractors, and/or any person acting on behalf of the Contractor or any subcontractor shall not in any way or manner discriminate on account of race, color, religion, sex, age, disability, handicap, sexual orientation, gender identity, or military status as defined in section 4112.01 of the Ohio Revised Code, national origin, or ancestry.

8) TAXES

The County and DCSO are political subdivisions and tax exempt. Contractor shall not charge the County or DCSO any tax and agrees to be responsible for all tax liability that accrues as a result of this Agreement and the Services that Contractor provides pursuant to this Agreement. The OSCO shall, upon request, provide Contractor with proof of exemption.

9) SEVERABILITY

If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder

COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 2, 2025

hereof and the application of such term , condition, provision, or section to persons, premises , or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected there by, and this Agreement and all the terms, conditions, provisions, or sections hereof shall , in all other respects, continue to be effective and to be complied with.

10) WAIVER

No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

11) ENTIRE AGREEMENT

This Agreement, and the Vector Solutions Software as a Service Agreement ("Client Agreement") shall constitute the entire understanding and agreement between the Parties and shall supersede all prior understandings and agreements relating to the subject matter hereof.

12) HEADINGS

The subject headings of the paragraphs in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

13) MAXIMUM COST

The Parties hereby agree, and CONTRACTOR acknowledges that the cost of the compensation and fees paid to CONTRACTOR under this Agreement for the services will not exceed \$100, 000.00.

14) COMPLIANCE

CONTRACTOR shall comply with all applicable local, state, and federal laws and regulation in the performance of this Agreement and Addendum.

15) SIGNATURES

Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorize d by his /her principal to execute this Agreement on such principal's behalf.

16) GOVERNING LAW

Section 10.2 of the Agreement shall be removed in its entirety and replaced with this provision. This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio.

17) CONFLICT OF INTEREST / NON-COLLUSION

The CONTRACTOR is unaware of and certifies that there are no conflicts of interest that would prohibit the CONTRACTOR from entering this Agreement and agrees to notify immediately the BOARD when it becomes aware of any actual or potential conflict(s) of interest that arise during the term of the Agreement. CONTRACTOR further guarantees that this Agreement is not a product of collusion with any other vendor and no effect has been made to fix any overhead, profit or cost element of any proposed price.

18) COMPETITIVE BIDDING NOT REQUIRED

This purchase is not subject to competitive bidding pursuant to R.C. 307.86.

19) CONFLICTS

In the event of a conflict between the terms of the Agreement and this Addendum, the terms of this Addendum shall prevail.

20) TERMS OF AGREEMENT UNCHANGED

All terms and conditions of the Agreement not changed by this Addendum remain the same, unchanged, and in full force and effect.

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

11
RESOLUTION NO. 25-792

IN THE MATTER OF ESTABLISHING THE 2026 HEALTH, DENTAL AND VISION INSURANCE
EMPLOYEE COST SHARE AND ESTABLISHING A SURCHARGE FOR SPOUSAL HEALTH
INSURANCE COVERAGE:

COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 2, 2025

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

WHEREAS, the Delaware County Board of Commissioners (the “Board”) has, pursuant to sections 9.833 and 305.171 of the Revised Code, provided certain group insurance coverage for county officers and employees; and

WHEREAS, in order to provide the most comprehensive and cost-effective health insurance, prescription drug coverage, and vision and dental insurance coverage benefits within the available budget to the employees of Delaware County, the Board authorized continued participation in the County Employee Benefits Consortium of Ohio (CEBCO) for a three year period beginning on January 1, 2025 through December 31, 2027, per Resolution No. 24-790, adopted on September 26, 2024; and

WHEREAS, pursuant to Resolution No.25-782, the Board accepted, and Delaware County will provide, the PPO Plan 1B and Anthem PPO prescription drug coverage and the Delta Dental Plan 1 and VSP Plan 8 renewal rates for 2026 from CEBCO for eligible officers and employees; and

WHEREAS, the Board and CEBCO, in cooperation with Anthem, have initiated a member participant wellness program that promotes overall health and well-being in order to reduce healthcare costs (the “Wellness Program”); and

WHEREAS, the Board wishes to establish rates that, through premium differentials, incentivize participation in, and successful completion of, the Wellness Program in order to achieve the stated goals thereof; and

WHEREAS, the Board wishes to institute a spousal surcharge of an additional \$200.00 per month for employees’ spouses who have access to health insurance coverage through another employer and choose to remain on the Delaware County health insurance plan, this surcharge being in addition to the identified coverage rate tier established for the 2026 plan year effective January 1, 2026, unless a surcharge waiver is met as identified in Section 4 of this Resolution;

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

Section 1. The Board hereby approves the following renewal rates for 2026 (Anthem PPO Plan 1B and Anthem Rx) from CEBCO for those Delaware County employees and elected officials who, together with any covered spouse, successfully completed the 2024-2025 Wellness Program and are eligible to receive the 2026 Wellness Program incentive (collectively, “Wellness Program Group A – Incentive Earned”):

WELLNESS PROGRAM GROUP A INCENTIVE EARNED Employee Share of the 2026 Anthem PPO Plan 1B Anthem Rx Insurance Rates	
Tier	Employee Rate Per Pay Period Based on 24 Pays
Employee	\$55.41
Employee + Spouse	\$126.03
Employee + Child(ren)	\$113.13
Employee + Family	\$183.74

Section 2. The Board hereby approves the following renewal rates for 2026 (Anthem Plan PPO Plan 1B and Anthem Rx) from CEBCO for those Delaware County employees and elected officials that are ineligible to receive the 2024-2025 Wellness Program incentive for one or more of the following reasons: (a) the employee or official was hired or commenced service on or after April 1, 2025; (b) the employee or official successfully completed the 2024-2025 Wellness Program, while the employee’s or official’s covered spouse did not successfully complete the 2024-2025 Wellness Program; (c) the employee or official did not successfully complete the 2024-2025 Wellness Program, while the employee’s or official’s covered spouse did successfully complete the 2024-2025 Wellness Program; or (d) the official is prohibited from receiving a midterm change in compensation (collectively, “Wellness Program Group B – Exempt or Incentive Ineligible”):

WELLNESS PROGRAM GROUP B EXEMPT OR INCENTIVE INELIGIBLE Employee Share of the 2026 Anthem PPO Plan 1B Anthem Rx Insurance Rates	
Tier	Employee rate Per Pay Period Based on 24 Pays
Employee	\$72.42
Employee + Spouse	\$159.52

COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 2, 2025

Employee + Child(ren)	\$130.13
Employee + Family	\$217.24

Section 3. The Board hereby approves the following renewal rates for 2026 (Anthem PPO Plan 1B and Anthem Rx) from CEBCO for those Delaware County employees and elected officials who, together with any covered spouse, did not successfully complete the 2024-2025 Wellness Program, are not subject to one of the exemptions set forth in Section 2 of this Resolution, and are, therefore, ineligible to receive the 2024-2025 Wellness Program incentive (collectively, “Wellness Program Group C – Incentive Not Earned”):

WELLNESS PROGRAM GROUP C INCENTIVE NOT EARNED Employee Share of the 2026 Anthem PPO Plan 1B Anthem Rx Insurance Rates	
Tier	Employee Rate Per Pay Period Based on 24 Pays
Employee	\$84.91
Employee + Spouse	\$184.53
Employee + Child(ren)	\$142.63
Employee + Family	\$242.24

Section 4. The Board hereby approves a \$100.00 per pay period (\$200.00 per month) surcharge in addition to the above “Employee + Spouse” and “Employee + Family” rates for employees that choose to cover a spouse on the health insurance and prescription drug plan, unless the employee is eligible for, applies for, and is granted a waiver of the surcharge as provided for herein. The surcharge may be waived for one of the following reasons: (a) the covered spouse does not have health insurance coverage available through an employer, or former employer if retired; or (b) the covered spouse is employed by Delaware County.

Section 5. Delaware County will provide the Delta Dental PPO Plan 1 design through CEBCO for 2026 for eligible employees and establishes the 2026 CEBCO Dental PPO Plan 1 employee rate per pay period as follows:

2026 Per Pay Dental Renewal PPO Plan 1 Rates	
Employee	\$6.34
Employee + Spouse	\$12.29
Employee + Child(ren)	\$13.49
Employee + Family	\$22.05

Section 6. Delaware County will provide the VSP Vision Plan 8 design through CEBCO for 2026 for eligible employees and establishes the 2026 CEBCO VSP Vision Plan 8 employee rate per pay period as follows:

2026 Per Pay Vision VSP Plan 8 Renewal Rate	
Employee	\$1.73
Employee + Spouse	\$2.75
Employee + Child(ren)	\$2.82
Employee + Family	\$4.53

Section 7. The Delaware County employee insurance benefits established and approved herein shall take effect January 1, 2026, whereupon all prior insurance benefits and rates inconsistent with those established and approved herein shall terminate.

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

12
ADMINISTRATOR REPORTS

CA Davies – Nothing to report.

DCA Huston – Open Enrollment begins on October 27 through November 7, 2025. Informational meetings will be announced soon.

Attorney Hochstettler – Nothing to report.

13
COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Benton – EMS received commendable letter from a patient’s family regarding reimbursement of billing. Will be attending a Housing Alliance, MORPC, Finance Committee and CCAO meetings. Will be

COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 2, 2025

attending the Library groundbreaking at OWU and Hayes Day.

Commissioner Merrell – will be attending a CCAO meeting. He also gave clarification of reimbursement of EMS Vendor payments.

Commissioner Lewis – offered additional congratulations to others in Delaware County receiving awards at the Delaware Morrow Mental Health and Recovery Board Annual meeting.

14
RESOLUTION NO. 25-793

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF
COMPENSATION OF A PUBLIC EMPLOYEE OR A PUBLIC OFFICIAL AND FOR
COLLECTIVE BARGAINING:**

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

WHEREAS, pursuant to section 121.22(G) of the Revised Code, a public body may hold an executive session only after a majority of a quorum of the public body determines, by a roll call vote, to hold an executive session and only at a regular or special meeting for the sole purpose of the consideration of any of the matters specified in section 121.22(G)(1)–(7) of the Revised Code; and

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

- (1) The information is directly related to a request for economic development assistance that is to be provided or administered under any provision of Chapter 715., 725., 1724., or 1728. or sections 701.07, 3735.67 to 3735.70, 5709.40 to 5709.43, 5709.61 to 5709.69, 5709.73 to 5709.75, or 5709.77 to 5709.81 of the Revised Code, or that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project; and
- (2) A unanimous quorum of the public body determines, by a roll call vote, that the executive session is necessary to protect the interests of the applicant or the possible investment or expenditure of public funds to be made in connection with the economic development project;

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

Section 1. The Board hereby adjourns into executive session for consideration of Compensation of a Public Employee or a Public Official and for Collective Bargaining.

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

15
RESOLUTION NO. 25-794

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

Jeff Benton

Barb Lewis

Gary Merrell