

COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 5, 2026

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

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

1
RESOLUTION NO. 26-148

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS
FROM REGULAR MEETING HELD FEBRUARY 26, 2026:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on February 26, 2026; and

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

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

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

2
PUBLIC COMMENT

OTHER BUSINESS
RESOLUTION NO. 26- 149

IN THE MATTER OF APPROVING A JOINT APPLICATION BY THE PROSECUTING ATTORNEY AND THE BOARD OF COUNTY COMMISSIONERS TO THE COMMON PLEAS COURT TO AUTHORIZE THE BOARD TO EMPLOY FRANK REED JR. OF THE LAW FIRM FBT GIBBONS AS OUTSIDE LEGAL COUNSEL TO ADVISE, REPRESENT, PROSECUTE ON BEHALF OF, AND/OR DEFEND THE DELAWARE COUNTY BOARD OF ELECTIONS IN A CHALLENGE TO THE RIGHT TO VOTE AND PROTEST OF CANDIDACY REGARDING THE RESIDENCE OF BOARD OF ELECTIONS MEMBER MELANIE LENEGHAN; AND, THE MATTER REGARDING THE CANDIDACY FOR STATE CENTRAL COMMITTEE WOMAN REBECCA L. NOURSE; AND, ANY SUBSEQUENT RELATED MATTERS:

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

PREAMBLE

WHEREAS, pursuant to R.C. § 305.14(A), the Delaware County Board of Commissioners (the "Board") desires to approve a joint application by it and the Prosecuting Attorney, Delaware County, Ohio ("Prosecutor") to the Common Pleas Court, Delaware County, Ohio ("Court") to authorize the Board to employ Frank Reed Jr. of the law firm FBT Gibbons as outside legal counsel to advise, represent, prosecute on behalf of, and/or defend the Delaware County Board of Elections ("BOE") in the challenge to the right to vote and protest of candidacy regarding the residence of BOE member Melanie Leneghan; and the matter regarding the candidacy for State Central Committee Woman Rebecca L. Nourse a candidate in the same race as BOE member Melanie Leneghan; and/or any subsequent related matters; and

WHEREAS, the appointment of legal counsel is necessary because the Prosecutor has a conflict of interest; and

WHEREAS, the compensation for Attorney Frank Reed Jr. and the law firm FBT Gibbons shall not exceed \$25,000.00 at a hourly rate not to exceed \$395.00 an hour; and

WHEREAS, Attorney Frank Reed Jr. will be Counsel of Record, but may utilize associates or partners at Frank Reed Jr. to assist him, who will bill at the same hourly rate; and

WHEREAS, the length of employment for Attorney Frank Reed Jr. will be until such employment is no longer necessary.

RESOLUTION

NOW THEREFORE, BE IT RESOLVED:

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- A. For the foregoing reasons, the Board, pursuant to R.C. § 305.14(A), hereby approves the attached joint application (Exhibit A) by it and the Prosecutor to the Court to authorize the Board to employ Frank Reed Jr. of the law firm FBT Gibbons as outside legal counsel, with compensation not to exceed \$25,000.00 at the hourly rate not to exceed \$395.00 an hour, to advise, represent, prosecute on behalf of, and/or defend the BOE in the above-named matters.

- B. All formal actions of this Board concerning and relating to the passage of this Resolution were adopted in an open meeting of the Board, and all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including R.C. § 121.22.

- C. This Resolution shall be in full force and effect immediately upon adoption.

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

**3
RESOLUTION NO. 26-150**

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0304:

It was moved by Mrs. Lewis, seconded by Mr. Merrell, to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR0304, and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Account	Amount
R2602185	MONTROSE GROUP LLC, THE	ECONOMIC DEV & PUBLIC POLICY CONSULTING	21011113 - 5301	\$ 48,000.00
R2602268	ABSOLUTE IMPRESSIONS INC	CLOTHING FOR STAFF	10011301 - 5224	\$ 4,200.00
R2602268	ABSOLUTE IMPRESSIONS INC	EMBROIDERY AND PROMOTIONAL	10011301 - 5313	\$ 3,000.00
R2602308	EVERYTHING BRANDED USA INC	EMS PROMO ITEMS	10011303 - 5317	\$ 5,221.50
R2602373	SHERIFF'S OFFICE	IV-D CONTRACT SERVICES	23711630 - 5301	\$ 116,388.10
R2602386	ERGOTECH CONTROLS INC	(6) CRADLEPOINTS & SIM CARDS	66211900 - 5201	\$ 5,761.38
R2602394	TRAFFIC CONTROL PRODUCTS INC	RADIO PREEMPTION VEHICLE KITS SERIES 2000	10011303 - 5260	\$ 21,475.00
R2602401	TERRACON CONSULTANTS INC	SERVICE STATION PHASE II ESA	10011102 - 5301	\$ 29,375.00

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

**4
RESOLUTION NO. 26-151**

IN THE MATTER OF SETTING DATE AND TIME FOR VIEWING AND PUBLIC HEARING FOR CONSIDERATION OF THE DRAINAGE IMPROVEMENT PETITION FOR THE BAINBRIDGE MILLS PHASE 1 SUBDIVISION WATERSHED, FILED BY BAINBRIDGE MILLS HOA AND OTHERS:

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

WHEREAS, on January 29, 2026, the Clerk of this Board gave notice to the Board of County Commissioners and the County Engineer of Delaware County, Ohio, on the filing with her of a petition signed by Bainbridge Mills HOA and Others, to:

1. Generally improve the drainage, both surface and subsurface, to a good and sufficient outlet, by replacing, repairing, or altering the existing improvements as required and/or creating new surface and subsurface drainage mains or laterals as requested, by this petition, and to maintain these improvements per the associated engineering plans, and to combine these improvements into the Delaware County Drainage Maintenance District.

2. In Delaware County, Liberty Township, within the Bainbridge Mills Phase 1 Subdivision, and generally following, but not limited to, the course and termini of existing improvements.

WHEREAS, the proper bond has been filed with the clerk, conditioned to pay all costs associated in preparing for the view and first hearing if the petition is not granted or if the petition is for any cause dismissed;

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NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners that Monday May 4, 2026, at 1:30P.M., with the use of video technology at the Office of the Board of County Commissioners, 91 North Sandusky Street Delaware, Ohio 43015, be and the same is hereby fixed as the time and place for the view thereon; and

BE IT FURTHER RESOLVED that Monday August 3, 2026, at 10:00A.M., at the Office of the Board of County Commissioners, 91 North Sandusky Street Delaware, Ohio, be and the same is hereby fixed as the time and place for the first hearing on the petition; and

BE IT FURTHER RESOLVED that notice of said view and hearing be given, as required by law.

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

**5
RESOLUTION NO. 26-152**

IN THE MATTER OF SETTING DATE, TIME AND PLACE FOR THE FINAL HEARING BY THE COMMISSIONERS FOR THE PROPOSED WATSON-FORD #25 WATERSHED DRAINAGE IMPROVEMENT:

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

WHEREAS, on January 9, 2020, the Board of Commissioners of Delaware County (the “Board”) held a public hearing and determined that the proposed Watson-Ford #25 Watershed Drainage Improvement is necessary and conducive to the public welfare, and that it is reasonably certain that the benefits of the proposed improvement will outweigh its costs; and

WHEREAS, the Board also ordered the Delaware County Engineer to prepare the reports, plans, and schedules for the proposed improvement; and

WHEREAS, the Delaware County Engineer has filed the reports, plans, and schedules for the proposed improvement with the Clerk of the Board;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of the County of Delaware hereby fixes Monday, May 18, 2026, at 10:00A.M., at the Office of the Board of County Commissioners, 91 North Sandusky Street Delaware, Ohio, as the time and place of the final hearing on the report of the County Engineer.

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

**6
RESOLUTION NO. 26-153**

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, MOLLY GWIN, REQUESTING ANNEXATION OF 15.827 ACRES OF LAND IN BROWN TOWNSHIP TO THE CITY OF DELAWARE:

It was moved by Mrs. Lewis, seconded by Mr. Merrell, to acknowledge that on February 20, 2026, the Clerk to the Board of Commissioners received a petition requesting annexation of 15.827 acres of land from Brown Township to the City of Delaware.

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

**7
RESOLUTION NO. 26-154**

IN THE MATTER OF ACCEPTING AND APPROVING THE DELAWARE COUNTY SHERIFF’S OFFICE TRANSPORT REPORT FOR THE MONTH OF DECEMBER 2025:

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

WHEREAS, section 325.07 of the Revised Code requires the County Sheriff to submit monthly expense reports to the Board of County Commissioners; and

WHEREAS, the Delaware County Sheriff has submitted a monthly report for December 2025;

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

Section 1. The Board hereby accepts and approves the Delaware County Sheriff’s Office Transport Report for December 2025.

Section 2. The Board hereby allows the expenses contained in the monthly report.

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(Copies available for review at the Commissioners' Office until no longer of administrative value.)

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

8

RESOLUTION NO. 26-155

IN THE MATTER OF APPROVING AN AGREEMENT BY AND BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE COMMON PLEAS COURT, GENERAL DIVISION, AND STEPMOBILE, LLC TO PURCHASE SOFTWARE PROGRAMS:

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

WHEREAS, the Court Administrator recommends approval of an agreement by and between the Delaware County Board of Commissioners, the Common Pleas Court, General Division, and StepMobile, LLC to purchase Software Programs;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the agreement by and between the Delaware County Board of Commissioners, the Common Pleas Court, General Division, and StepMobile, LLC to purchase Software Programs, as follows:

AGREEMENT

This Software Subscription Agreement ("Agreement") is entered this 5TH day of March, 2026 ("Effective Date") by and between The Board of Commissioners, Delaware County, Ohio ("Board"), whose principal place of business is located at The Delaware County Historic Courthouse, 91 N. Sandusky St., Delaware, OH 43015, on behalf of the Delaware County Common Pleas Court, General Division ("Court"), whose principal place of business is located at The Delaware County Courthouse, 117 N. Union St., Level 500, Delaware, OH 43015, (Board and Court collectively "Client"), and StepMobile, LLC, an Ohio limited liability company, whose principal place of business is located at 70 W. 4th St., Mansfield, OH 44903 ("STEPSMOBILE") (Individually "Party," collectively "Parties").

BY SIGNING THIS AGREEMENT CLIENT AGREES TO THE TERMS SET FORTH HEREIN FOR UTILIZING THE SUBSCRIPTION SERVICES PROVIDED IN ACCORDANCE WITH THIS AGREEMENT ("SERVICES"). THIS AGREEMENT IS A LEGALLY BINDING CONTRACT BETWEEN CLIENT AND STEPMOBILE AND SETS FORTH THE TERMS THAT GOVERN THE LICENSE PROVIDED TO CLIENT HEREUNDER. IF CLIENT IS ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, CLIENT REPRESENTS THAT CLIENT HAS THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT. EXCEPT AS AGREED IN WRITING SIGNED BY BOTH PARTIES, ANY CHANGES, ADDITIONS OR DELETIONS TO THIS AGREEMENT WILL NOT BE ACCEPTED AND WILL NOT BE A PART OF THIS AGREEMENT. IF CLIENT DOES NOT AGREE TO THIS AGREEMENT, CLIENT MUST NOT ACCESS, DOWNLOAD, INSTALL, OR USE THE SOFTWARE OR SERVICES.

1. SCOPE OF SERVICES.

1.1 Services License. Upon payment of fees and subject to continuous compliance with this Agreement, STEPMOBILE hereby grants Client a limited, nonexclusive, non-transferable license to access, use, and install (if applicable) the following services, software, and documentation provided for Client's use by STEPMOBILE ("Services, Software, and Documentation") during the Term (defined in Section 4.1):

a. Warrant by ezJustice and related Services, Software, and Documentation (collectively "Warrant Product") as described in the attached Quote/Order Form bearing reference no. 20250804-125402334 ("Exhibit A")

b. Jury from ezJustice and related Services, Software, and Documentation (Collectively "Jury Product") as described in the attached Quote/Order Form bearing reference no. 20250520-111838335 ("Exhibit B").

The above Order Forms/Quotes (collectively "Order Forms") attached as "Exhibit A" and "Exhibit B" are by this reference incorporated in this Agreement. Client may provide, make available to, or permit its employees or other individuals (collectively "Client's Users") to use or access the Services, Software, or Documentation, in whole or in part. Client agrees that STEPMOBILE may deliver the Services or Software to Client with the assistance of its Affiliates, licensors, and service providers. During the Term, STEPMOBILE may update or modify the Services or Software or provide alternative Services or Software to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability of a third-party program. STEPMOBILE's updates or modifications to the Services or Software or provisions of alternative Services or Software will not materially reduce the level of performance, functionality, security, or availability of the Services or Software during the Term. If STEPMOBILE decides to end of life the Services or Software, then STEPMOBILE shall provide Client with twelve (12) months' advance notice of such end of life.

1.2 Evaluation or Beta License. If the Services, Software, and Documentation are provided to Client for evaluation, beta, or release candidate purposes, STEPMOBILE grants to Client a limited, nonexclusive, non-transferable evaluation license to use the Services, Software, and Documentation solely for evaluation

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prior to purchase or implementation (“Evaluation License”). Client shall not use the Evaluation License for production use. The Evaluation License shall terminate on the end date of the pre-determined evaluation period or immediately upon notice from STEPMOBILE in its sole discretion. Notwithstanding any other provision contained herein, the Services, Software, and Documentation provided pursuant to an Evaluation License are provided to Clients “AS IS” without support or warranty of any kind, express or implied. Except to the extent such terms conflict with this Section, all other terms of this Agreement shall apply to the Services, Software, and Documentation licensed under an Evaluation License.

1.3 Services Provided. STEPMOBILE shall provide to Client a) the Warrant Product and implementation in accordance with Exhibit A, and b) the Jury Product and implementation in accordance with Exhibit B. Both products are web-based services for Client to electronically store jury, warrant, pretrial, community service, probation, and/or related data in a case management system. The Jury Product also allows the Client and to send jury-related text messages to jurors.

2. LICENSE RESTRICTIONS; OBLIGATIONS.

2.1 License Restrictions. Client may not (i) provide, make available to, or permit individuals other than Client’s Users to use or access the Services, Software, or Documentation, in whole or in part; (ii) except as required by law, rule, or regulation, including, but not limited to public records laws (i.e. R.C. § 149.43), copy, reproduce, republish, upload, post, or transmit the Services, Software, or Documentation (except for backup or archival purposes, which will not be used for transfer, distribution, sale, or installation on Client’s Devices); (iii) license, sell, resell, rent, lease, transfer, distribute, or otherwise transfer rights to the Services, Software, or Documentation unless authorized in this Agreement; (iv) modify, translate, reverse engineer, decompile, disassemble, create derivative works, or otherwise attempt to derive the source code of the Services, Software, or Documentation; (v) create, market, distribute add-ons or enhancements or incorporate into another product the Services or Software without prior written consent of STEPMOBILE; (vi) remove any proprietary notices or labels on the Services, Software, or Documentation, unless authorized by STEPMOBILE; (vii) license the Services, Software, or Documentation (a) if Client (or any of Client’s Users) are a direct competitor of STEPMOBILE; (b) for the purposes of monitoring the availability, performance, or functionality of the Services or Software or (c) for any other benchmarking or competitive purposes; (viii) use the Services or Software to store or transmit infringing or unlawful material; (ix) use the Services or Software to violate any privacy, property, or ownership rights of others; (x) use the Services or Software to store or transmit malicious code, Trojan horses, malware, viruses, or any other destructive technology (collectively “Viruses”); (xi) interfere with, impair, or disrupt the integrity or performance of the Services or any other third party’s use of the Services; (xii) use the Services in a manner that results in excessive use, bandwidth, or storage; or (xiii) alter, circumvent, or provide the means to alter or circumvent the Services or Software, including technical limitations, recurring fees, or usage limits.

2.2 Clients’ Obligations. Client acknowledges, agrees, and warrants that: (i) Client will be responsible for Client and Client’s Users’ activity and compliance with this Agreement, and if Client becomes aware of any violation, Client, to the extent Client is able, will immediately terminate the offending party’s access to the Services, Software, and Documentation and notify STEPMOBILE; (ii) Client and Client’s Users will comply with all applicable local, state, federal, and international laws; (iii) Client, to the extent Client is able, will establish a constant internet connection and electrical supply for the use of the Services, ensure the Software is installed on a supported platform as set forth in the Documentation, and the Services and Software are used only with public domain or properly licensed third-party materials; (iv) Client will install the latest version of the Software on Devices accessing or using the Services; (v) Client is legally able to process Client’s Data (defined in Section 4.6) and is legally able to provide Client’s Data to STEPMOBILE and its Affiliates, including obtaining appropriate consents or rights for such processing, as outlined further herein, and have the right to access and use Client’s infrastructure, including any system or network, to obtain or provide the Services and Software and will be solely responsible for the accuracy, security, quality, integrity, and legality of the same; and (vi) Client will keep Client’s registration information, billing information, passwords and technical data accurate, complete, secure and current for as long as Client subscribes to the Services, Software and Documentation.

3. PROPRIETARY RIGHTS.

3.1 Ownership of STEPMOBILE Intellectual Property. The Services, Software, and Documentation are licensed, not sold. Use of “purchase” in conjunction with licenses of the Services, Software and Documentation shall not imply a transfer of ownership. Except for the limited rights expressly granted by STEPMOBILE to Client, Client acknowledges and agrees that all right, title and interest in and to all copyright, trademark, patent, trade secret, intellectual property (including without limitation algorithms, business processes, improvements, enhancements, modifications, derivative works, information collected and analyzed in connection with the Services) and other proprietary rights, arising out of or relating to the Services, Software, the provision of the Services or Software, and the Documentation, belong exclusively to STEPMOBILE or its suppliers or licensors. All rights, title, and interest in and to content, which may be accessed through the Services or the Software, is the property of the respective owner and may be protected by applicable intellectual property laws and treaties. This Agreement gives Client no rights to such content, including use of the same. STEPMOBILE is hereby granted a royalty-free, fully-paid, worldwide, exclusive, transferable, sub-licensable, irrevocable and perpetual license to use or incorporate into its products and services any information, suggestions, enhancement requests, recommendations or other feedback provided by Client or Client’s Users relating to the Services or Software. All rights not expressly granted under this Agreement are reserved by STEPMOBILE.

3.2 Ownership of Client’s Data. Client retains all right, title, and interest in and to all copyright,

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trademark, patent, trade secret, intellectual property, and other proprietary rights in and to Client's Data (defined in Section 4.6). STEPMOBILE's right to access and use the same are limited to those expressly granted in this Agreement. No other rights with respect to Client's Data are implied.

4. TERM, RENEWAL, AND TERMINATION.

4.1 Term. Unless terminated earlier in accordance with this Section, this Agreement will begin on the Effective Date and will continue for the following terms ("Term"):

- a. Warrant Product - a Term of twelve (12) months.
- b. Jury Product - a Term of twelve (12) months.

4.2 Renewal. The Agreement shall not automatically renew. Client shall have the option to renew this Agreement for two (2) additional terms of twelve (12) months each. Upon signed written agreement of the Parties, the Client may exercise the foregoing options to renew, subject to the same terms and conditions provided herein and upon any such terms and conditions as may be specifically agreed upon, added and/or amended in writing by the Parties. Renewal can be for either one or for both products.

4.3 Termination. This Agreement may be terminated as follows:

- a. Termination for the Convenience. Client may terminate this Agreement at any time and/or for any reason by giving at least sixty (60) days advance written notice to STEPMOBILE. Additionally, the Parties may agree to terminate this Agreement at any time and/or for any reason on terms mutually agreed to in writing and signed by the Parties.
- b. Breach or Default: Upon breach or default of any of the provisions, obligations, or duties embodied in this Agreement or the Order Form(s), the aggrieved Party shall provide written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within a specified reasonable period of time, which shall be no less than thirty (30) days. If the breach or default is not satisfactorily remedied within the specified time period, this Agreement may, at the election of the aggrieved Party, be immediately terminated. The Parties retain and may, without limitation, exercise any and all available administrative, contractual, equitable or legal remedies.
- c. Waiver: The waiver of any occurrence of breach or default is not and should not be interpreted as a waiver of any future or subsequent occurrences. If any Party fails to perform an obligation or obligations under this Agreement or the Order Forms and such failure(s) is (are) waived by the other Party, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other or subsequent failure(s). Waiver by any of the Parties shall be authorized in writing and signed by an authorized representative(s) of the waiving Party.

4.4 Effect of Termination. Termination in accordance with this Section 4 shall not relieve Client of the obligation to pay any undisputed fees or other amounts accrued or payable to STEPMOBILE through the effective date of termination.

If the Agreement is terminated pursuant to this section, STEPMOBILE shall have no cause of action against the Board, Court, or Delaware County, Ohio except for a cause of action for non-payment for Services rendered prior to the effective date of termination.

Without prejudice to any other rights, upon termination, Client must cease all use of the Services, Software, and Documentation and, upon request by STEPMOBILE, return or destroy (subject to Client's records retention schedules, which shall govern the timing of any destruction) all copies of the Services, Software, and Documentation.

4.5 Immediate Termination for Bankruptcy, Insolvency, or Infringement. Notwithstanding the foregoing, STEPMOBILE may immediately suspend or terminate this Agreement upon written notice if Client becomes subject to bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors or Client infringes or misappropriates STEPMOBILE's intellectual property.

4.6 Return of Client Data. Upon termination of the Agreement for any reason, STEPMOBILE shall provide/return a copy of all information, content, or files used, stored, processed or otherwise by Client or Client's Users on the Services or Software (collectively "Client Data") to Client within fifteen (15) business days of the effective date of termination. Once all Client's Data has been returned to Client and STEPMOBILE has confirmed Client's receipt of its Client Data, STEPMOBILE may destroy its copies of Client's Data.

5. FEES AND PAYMENT; TAXES.

5.1 Fees and Payment. In exchange for the Services, Software, and Documentation as described in this Agreement and on the attached respective Order Forms, Client shall pay to STEPMOBILE the amounts shown on the attached respective Order Forms. If Client fails to pay, STEPMOBILE shall be entitled, at its sole discretion, to: (i) suspend provision of the Services until Client pays the amount due to bring its account current; and/or (ii) terminate this Agreement in accordance with Section 4.3(b) of this Agreement. Should Client exceed the license capacity designated in Client's Order Form(s), STEPMOBILE shall promptly notify Client of such fact and the Parties will negotiate any additional fees due for such additional licenses or terminate this Agreement in accordance with Section 4.3 of this Agreement. Unless otherwise stated, all payments made under this Agreement shall be in United States dollars. Except as otherwise provided in this Agreement, fees are non-refundable.

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5.2 Invoice. Payment shall be initiated and made upon submission by STEPMOBILE of a proper invoice (“Proper Invoice”) to Court. A Proper Invoice shall, at a minimum, include all of the following:

- Clearly be headed with the word “Invoice.”
- Include a sequential invoice number.
- Be dated.
- Include the name and address of Court.
- List the proper name and address for STEPMOBILE.
- Include contact information for STEPMOBILE for questions about the invoice.
- Be itemized and include:
 - o Detail of all Services and/or Software provided;
 - o Date or date range when the Services and/or Software were provided; and
 - o Cost breakdown.
- Total amount due.

Court shall have at least thirty (30) days from receipt of a Proper Invoice to pay the invoice. The date of the warrant issued in payment shall be considered the date payment is made. Payment shall be initiated and made only after a Proper Invoice is received. Defective invoices shall be returned to STEPMOBILE noting areas for correction. When such notification of defect is sent, the required payment date shall be at least thirty (30) days after receipt of the corrected invoice by Court.

5.3 Taxes. Delaware County, Ohio (“County”), which includes the Board and Court, is a political subdivision and tax exempt. STEPMOBILE shall not charge the County any tax and agrees to be responsible for all tax liability that accrues as a result of this Agreement and the Services that STEPMOBILE provides to the Court pursuant to this Agreement. Upon request, the County shall provide STEPMOBILE with proof of exemption.

5.4 Maximum. The maximum amount payable pursuant to this Agreement is \$38,120.00, broken down per Order Form as follows:

- a. Exhibit A (Warrant by ezJustice): \$8,120.00.
- b. Exhibit B (Jury from ezJustice): \$30,000.00.

6. DATA; PROTECTION OF CLIENT’S DATA.

6.1 Client’s Data. STEPMOBILE and/or its Affiliates shall promptly notify Client if any of Client’s Data is or is believed to be: (a) a Virus; (b) illegal, libelous, abusive, threatening, harmful, vulgar, pornographic, or obscene; (c) used for the purpose of spamming, chain letters, or dissemination of objectionable material; (d) used to cause offense, defame or harass; or (e) infringes the intellectual property rights or any other rights of any third-party. STEPMOBILE and its Affiliates shall use commercially reasonable efforts without delay to remove any Virus from the Services or Software without the need for the Client’s prior consent, but shall not delete or remove any other Client Data, information, content, or files from the Services or Software without Client’s prior signed written consent.

Client agrees that Client and Client’s Users are responsible for maintaining and protecting backups of Client’s Data directly or indirectly processed using the Services and Software.

Client agrees that STEPMOBILE and its Affiliates will process configuration, performance, usage, and consumption data about Client and Client’s Users use of the Services and Software to assist with the necessary operation and function of the Services and Software and to improve STEPMOBILE products and services and Client and Client’s User’s experience with STEPMOBILE.

6.2 Protection of Client’s Data. Each Party shall comply with its respective obligations under applicable data protection laws. Each Party shall maintain appropriate administrative, physical, technical, cyber, and organizational measures that ensure an appropriate level of security.

7. CONFIDENTIAL INFORMATION.

As used in this Agreement, Confidential Information means any information or materials disclosed by either Party (“Disclosing Party”) to the other Party (“Receiving Party”), either directly or indirectly, in writing, orally, or by inspection of tangible objects that the Disclosing Party clearly identifies as confidential or proprietary (“Confidential Information”). Confidential Information includes, but is not limited to, Personal information, as defined in R.C. § 149.45(A), and the Services, Software, and Documentation.

The Receiving Party will: (i) hold the Disclosing Party’s Confidential Information in confidence and use reasonable care to protect the same; (ii) restrict disclosure of Confidential Information to those employees or agents with a need to know such information and who are under a duty of confidentiality respecting the protection of Confidential Information substantially similar to those of this Agreement; and (iii) use Confidential Information only for the purposes for which it was disclosed, unless otherwise agreed by the Parties.

Confidential Information does not include and the forgoing restrictions on Confidential Information do not apply to information or materials that (i) are, or through no fault of the Receiving Party have become, generally available to the public; (ii) were lawfully received by the Receiving Party from a third-party without confidentiality restrictions; (iii) were known to the Receiving Party without confidentiality restrictions prior to receipt from the Disclosing Party; (iv) were independently developed by the Receiving Party without breach of this Agreement or access to or use of the Confidential Information; or (v) are required to be disclosed by law, regulation, rule, or judicial order, including, but not limited to, applicable public records laws, including,

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but not limited to R.C. § 149.43.

8. DISCLAIMER.

THE SERVICES, SOFTWARE, DOCUMENTATION, AND ALL OTHER PRODUCTS AND SERVICES PROVIDED HEREUNDER, INCLUDING THIRD-PARTY HOSTED SERVICES, ARE PROVIDED ON “AS IS” AND “AS AVAILABLE” BASIS. STEPMOBILE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICES, SOFTWARE, OR DOCUMENTATION, AND THE TITLE, ACCURACY, RELIABILITY, CONTINUITY OR ABSENCE OF DEFECT OF SUCH SERVICES, SOFTWARE, OR DOCUMENTATION. STEPMOBILE DOES NOT WARRANT THAT THE SPECIFICATIONS OR FUNCTIONS CONTAINED IN THE SERVICES OR SOFTWARE WILL MEET CLIENTS’ REQUIREMENTS. EACH PARTY SPECIFICALLY DISCLAIMS RESPONSIBILITY FOR THIRD-PARTY PRODUCTS AND SERVICES WITH WHICH CLIENT MAY UTILIZE THE SERVICES AND/OR SOFTWARE.

9. LIMITATION OF LIABILITY; EXCEPTION.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE PARTIES AND/OR THEIR AFFILIATES, OFFICERS, OFFICIALS, BOARDS, DIRECTORS, EMPLOYEES, OR AGENTS HAVE ANY LIABILITY, CONTINGENT OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, STATUTORY OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE SERVICES, SOFTWARE, OR DOCUMENTATION, OR ANY OTHER PRODUCTS OR SERVICES PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO LOST PROFITS, LOST OR CORRUPTED DATA, LOSS OF GOODWILL, WORK STOPPAGE, EQUIPMENT FAILURE OR MALFUNCTION, OR PROPERTY DAMAGE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, ETC. . . .), EXCEPT FOR LIABILITY IMPOSED BY STATUTE, UPON WHICH ANY SUCH LIABILITY IS BASED. NOTWITHSTANDING THE FOREGOING AND IN ACCORDANCE WITH R.C. § 307.901(B)(4), THE FOREGOING IS NOT AND SHOULD NOT BE INTERPRETED TO LIMIT LIABILITY FOR ANY DIRECT LOSS TO CLIENT FOR BODILY INJURY, DEATH, OR DAMAGE TO PROPERTY OF CLIENT CAUSED BY THE NEGLIGENCE, INTENTIONAL OR WILLFUL MISCONDUCT, FRAUDULENT ACT, RECKLESSNESS, OR OTHER TORTIOUS CONDUCT OF STEPMOBILE OR ITS AFFILIATES, OFFICERS, OFFICIALS, BOARDS, DIRECTORS, EMPLOYEES, OR AGENTS.

Client acknowledges that third-party applications and/or programs are integrated into the Services and Software and that STEPMOBILE is bound by the independent third-party license terms and conditions for such applications and/or programs. Client understands that to use the Services and Software it may be required to agree to these independent third-party license terms and conditions prior to it accessing the Services or Software. By executing this Agreement Client does not automatically agree to any independent third-party license terms and conditions. If Client is required to agree to any independent third-party license terms and conditions it shall first be notified of such terms and conditions and given the opportunity to review and independently agree to them. Nothing in this Agreement limits Client’s rights or the rights of Client’s Users under, or grants Client or Client’s Users rights that supersede, the licensing terms and conditions of any third-party program or application.

10. IMPLEMENTATION AND TRAINING. STEPMOBILE shall assist Client with the initial installation and implementation of the Services and Software into Client’s systems and environment and provide training to Client for the ongoing use and operation of the Services and Software (collectively “Training”). Training shall be provided upon initial introduction of the Services and Software to Client and into Client’s systems and environment. Training shall be provided in accordance with the Order Form.

11. SUPPORT AND UPGRADES.

11.1 Support. During the Term, STEPMOBILE, as requested by Client shall promptly provide Client unlimited ongoing support for the Services and Software (“Support”). Support shall be provided by email, online (i.e. Zoom, Teams, etc. . . .), and/or by telephone at the Client’s option. STEPMOBILE shall provide Client with an email address and telephone number to obtain Support and shall update that information upon any change. Client agrees to: (i) promptly contact STEPMOBILE with all problems with the Services or Software; and (ii) cooperate with and provide STEPMOBILE with all relevant information and implement any corrective procedures that STEPMOBILE requires to provide Support. STEPMOBILE will have no obligation to provide Support for problems caused by or arising out of the following: (i) modifications or changes to the Software or Services made by Client or Client’s Users; (ii) use of the Software or Services not in accordance with the Agreement or Documentation; or (iii) third-party products that are not authorized in the Documentation or, for authorized third-party products in the Documentation, problems arising solely from such third-party products.

11.2 Support Hours. STEPMOBILE shall provide Support to the Client during regular business hours (7:30AM to 5:00PM Eastern Time, Monday – Friday, excluding federally recognized holidays. Emergency support is available 24/7.

11.3 Upgrades. Software upgrades and improvements are included in the Services. Client will automatically upgrade to the latest version of platforms, at no cost to Client.

12. GENERAL.

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12.1 Notices. All notices to STEPMOBILE must be in writing and shall be mailed by registered or certified mail to STEPMOBILE, PO Box 3586, Mansfield, OH 44907 or sent via email to help@ezjustice.us (with evidence of effective transmission). Notices to Client will be mailed by registered or certified mail or sent via email (with evidence of effective transmission) to the following:

Kristin Schultz
Court Administrator
Delaware County Common Pleas Court
General Division
117 N. Union St., 500 Level
Delaware, OH 43014
E: kschultz@co.delaware.oh.us

All notices are effective when sent or transmitted.

12.2 Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the Services, Software, and Documentation provided hereunder and supersedes all prior or contemporaneous communications, agreements, and understandings, written or oral, with respect to the subject matter hereof. If other terms or conditions conflict with this Agreement, this Agreement shall prevail and control with respect to the Services, Software, and Documentation provided hereunder.

12.3 Export Control Laws. The Services, Software, and Documentation delivered to Client under this Agreement may be subject to export control laws and regulations and may also be subject to import and export laws of the jurisdiction in which it was accessed, used, or obtained, if outside those jurisdictions. Client shall abide by all applicable export control laws, rules, and regulations applicable to the Services, Software, and Documentation. Client agrees that Client is not located in or is not under the control of or a resident of any country, person, or entity prohibited to receive the Services, Software, or Documentation due to export restrictions and that Client will not export, re-export, transfer, or permit the use of the Services, Software, or Documentation, in whole or in part, to or in any of such countries or to any of such persons or entities.

12.4 Modifications. This Agreement shall not be amended or modified except in writing signed by authorized representatives of each Party.

12.5 Severability. The provisions of this Agreement are severable and independent, and if any provision shall be unenforceable in whole or in part, the remaining provisions and any partially enforceable provisions, to the extent enforceable, shall nevertheless be binding and enforceable.

12.6 Waiver. The delay or failure of either party to exercise any right provided in this Agreement shall not be deemed a waiver of that right.

12.7 Force Majeure. The Parties will not be liable for any delay or failure to perform obligations under this Agreement due to any cause beyond their reasonable control, including acts of God; labor disputes; industrial disturbances; systematic electrical, telecommunications or other utility failures; earthquakes, storms, or other elements of nature; blockages; embargoes; riots; acts or orders of government; acts of terrorism; and war.

12.8 Headings. Paragraph headings are for convenience and shall have no effect on interpretation.

12.9 Drafting. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

12.10 Governing Law. This Agreement shall be governed by the laws of the State of Ohio and of the United States, without regard to any conflict of law provisions, except that the United Nations Convention on the International Sale of Goods and the provisions of the Uniform Computer Information Transactions Act shall not apply to this Agreement. All parties hereby agree that venue for any action or dispute between the parties regarding the performance of this Agreement shall be the court of proper jurisdiction in Delaware County, Ohio. If this Agreement is translated into a language other than English and there are conflicts between the translations of this Agreement, Clients agrees that the English version of this Agreement shall prevail and control.

12.11 Third Party Rights. Other than as expressly provided herein, this Agreement does not create any rights for any person who is not a party to it, and no person not a party to this Agreement may enforce any of its terms or rely on an exclusion or limitation contained in it.

12.12 U.S. Government Use. STEPMOBILE's Services, Software and Documentation were developed exclusively at private expense and are a "commercial item" as defined in Federal Acquisition Regulation ("FAR") 2.101, and any supplement is provided with no greater than RESTRICTED RIGHTS. Such Services, Software, Documentation, and related items consist of "commercial computer software," "commercial computer software documentation," and commercial technical data as defined in the applicable acquisition regulations, including FAR 2.101 and FAR Part 12. Use, duplication, release, modification, transfer, or disclosure ("Use") of the Services, Software, and Documentation are restricted by this Agreement and in accordance with Defense Federal Acquisition Regulation Supplement ("DFARS") Section 227.7202 and FAR Section 12.212, and the Services, Software, and Documentation are licensed (i) only as commercial items; and

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(ii) with only the rights granted to commercial end users pursuant to this Agreement. Such Use is further restricted by FAR 52.227-14, 252.227-7015, or similar acquisition regulations, as applicable and amended. Except as described herein, all other Use is prohibited. This Section is in lieu of, and supersedes, any other FAR, DFARS, or other clause addressing government rights under this Agreement or any other contract under which the Services, Software, or Documentation is acquired or licensed. Manufacturers are STEPMOBILE.

12.13 Independent Contractor/Relationship of the Parties. The parties to this Agreement are independent contractors, and this Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties. Any and all acts that either Party or its personnel, employees, agents, contractors, or servants, perform pursuant to the terms of this Agreement shall be undertaken as independent contractors and not as employees of the other. The Parties shall, except as provided herein, act in their individual capacities and not as agents, employees, partners, joint ventures or associates of the other. An employee or agent of one shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. Neither Party, nor its personnel, employees, agents, or contractors shall be entitled to any benefits of the other. Each Party shall pay all wages, salaries and other amounts due its employees and shall be responsible for all reports, obligations, and payments pertaining to social security taxation, income tax withholding, workers' compensation, unemployment compensation, group insurance coverage, collective bargaining agreements or any other such similar matters. Any and all claims that may or might arise relating to workers' compensation on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment, including without limitation claims of discrimination against a Party its officers, employees, agents, or contractors shall in no way be the responsibility of the other Party. Neither Party shall have any authority to bind the other by or with any contract or agreement, nor to impose any liability upon the other. All acts and contracts of each shall be in its own name and not in the name of the other, unless otherwise provided herein.

12.14 Independent Contractor Acknowledgement/No Contribution to OPERS. The Client and Delaware County, Ohio are public employers as defined in R.C. § 145.01(D). The Client and Delaware County, Ohio have classified StepMobile 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 StepMobile and/or any of its officers, officials, board members, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Agreement. StepMobile acknowledges and agrees that Client and Delaware County, Ohio, in accordance with R.C. § 145.038(A), have informed it of such classification and that no contributions will be made to OPERS. StepMobile has five (5) or more employees, by signature of its authorized representative below, StepMobile hereby certifies such fact in lieu of completing any OPERS Members Acknowledgement (PADKIN) Form(s):

Signature

Printed Name

Title

12.15 Indemnity. StepMobile indemnifies, defends, and holds harmless the Client and all of its respective boards, board members, officers, officials, directors, employees, volunteers, agents, and representatives (collectively "Indemnified Parties") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses (including attorney's fees and other costs of defense), of any nature, kind, or description, that result from (a) the willful or grossly negligent acts or omissions of StepMobile or its subcontractors, including all of their boards, board members, officers, officials, owners, principals, subcontractors, directors, employees, volunteers, agents, and representatives or (b) breach or default by StepMobile under any terms or provisions of this Agreement or the Order Forms.

12.16 Infringement. StepMobile guarantees and warrants that, to the best knowledge of StepMobile, the Services, Software, and Documentation do not infringe on any intellectual property rights ("Rights"), including, but not limited to, trademarked, patented, and/or copyrighted property. In the event the Services, Software, and/or Documentation (a) actually or (b) potentially infringe on any Rights, StepMobile shall, as applicable, take all of the following actions:

- At no cost to Client, immediately secure the rights to possess and use the actually infringing or potentially infringing Services, Software, and/or Documentation so that Client may continue to have free, uninterrupted, and unobstructed use of the Services, Software, and/or Documentation; or,
- If StepMobile is unable to secure rights to the actually infringing or potentially infringing Services, Software, and/or Documentation, StepMobile shall immediately provide to Client, at no additional cost to Client, a substitute product that, in the sole opinion of Client, serves the same purpose, performs the same functions, and is of the same quality as the actually infringing or potentially infringing Services, Software, and/or Documentation; or,
- Refund to Client the entire collective cost of the actually infringing or potentially infringing Services, Software, and Documentation and any attendant damages.

StepMobile shall indemnify, defend, and hold harmless the Indemnified Parties from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses (including attorney's fees and other costs of defense), that result from any actual infringement or potential infringement of the Services, Software, and/or Documentation.

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12.17 Insurance. StepMobile shall carry and maintain throughout the term of the Agreement, without lapse, the following policies of insurance with the following minimum coverage limits.

a. Commercial General Liability Insurance with minimum coverage limits of at least one million dollars (\$1,000,000.00) per occurrence, with an annual aggregate of at least two million dollars (\$2,000,000.00)

b. Automobile Insurance, if an automobile/motor vehicle is used in or in connection with the performance of the Services or this Agreement, StepMobile shall carry and maintain current automobile/motor vehicle liability insurance covering each vehicle so used, whether StepMobile owned, leased, non-owned, and/or hired such automobile/motor vehicle, with coverage in an amount equal to or greater than that required by law and covering all sums which StepMobile and/or the vehicle's owner may or shall become legally obligated to pay as damages, but in an amount providing for minimum coverage of at least one million dollars (\$1,000,000.00) (Combined Single Limit) or, five hundred thousand dollars (\$500,000.00) per person and one million dollars (\$1,000,000.00) per accident for bodily injury and five hundred thousand dollars (\$500,000.00) per accident for property damage or more as may be required for particular vehicles or particular uses of vehicles as required by applicable law.

c. Worker's Compensation Insurance as required by Ohio law.

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

Delaware County, Ohio shall all be named as an additional insured on the policy(ies) of insurance required by 12.17(a) above and such designation shall appear on the certificates of insurance.

StepMobile shall be responsible for any and all premiums for all required policy(ies) of insurance. All insurance shall be written by insurance companies licensed to do business in the State of Ohio and in good standing with the Ohio Department of Insurance.

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

If there is any change in insurance carrier or liability amounts and/or upon renewal, a new certificate of insurance must be provided to the Court within seven (7) calendar days of any change or prior to renewal. During the term of the Agreement, the Court may require StepMobile to provide respective and/or additional certificate(s) of insurance in order to verify coverage. Failure to provide a requested certificate of insurance within seven (7) calendar days of the request may be considered as default.

In addition to the rights and protections provided by the insurance policies as required above, the Client shall retain any and all such other and further rights and remedies as are available to it at law or in equity.

12.18 Nondiscrimination. STEPMOBILE and its subcontractors shall not, in the performance of this Agreement, discriminate or permit discrimination in violation of any applicable federal or state laws or local ordinances.

12.19 Drug Free Policy. Each Party assures the other that it has established and maintains a drug free workplace policy.

12.20 Conflict of Interest. In the performance of this Agreement, STEPMOBILE will avoid all conflicts of interests or appearances of conflict of interest. STEPMOBILE will report any known conflict of interest immediately to Client.

12.21 Records Retention/Access. Records related to this Agreement shall be retained and accessed as follows:

a. Retention: For a minimum of three (3) years after expiration or termination of this Agreement or as otherwise required by any applicable law, regulation, rule, or records retention schedule, whichever requires the longest retention period ("Retention Period"), Stepmobile shall retain and maintain all books, records, documents, papers, subcontracts, invoices, receipts, reports, documents and all other information or data relating to all matters covered by this Agreement (collectively "Records"). If an audit, litigation, prosecution, or other action (collectively "Action") is initiated during the term of this Agreement or during the Retention Period, StepMobile shall retain and maintain the Records until the Action is concluded and all issues are resolved or the longest applicable Retention Period has expired, whichever is later.

b. Access: At any time during regular business hours (M-F, 8:00AM-5:00PM prevailing Eastern Time in the United States) and with reasonable notice, StepMobile shall make available to the Court or its authorized representatives, at no cost and within a reasonable period of time, any and/or all Records. The Court or its authorized representatives shall be permitted to inspect or audit and/or make excerpts, photocopies, and/or transcripts of the Records.

12.22 Accessibility. StepMobile shall make all Services and Software provided pursuant to this Agreement accessible to the disabled/handicapped. StepMobile shall comply with any and all federal and state laws mandating accessibility and all guidelines, regulations, rules, and interpretations issued pursuant thereto.

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12.23 Assignment. This Agreement and/or any of the rights or responsibilities it contains may not be assigned or transferred to any other party without the express written consent of both Parties.

12.24 Subcontracting. StepMobile may subcontract any portion of this Agreement. If Services are subcontracted, StepMobile shall cause the subcontractor and/or any sub-subcontractor to agree to all the terms and conditions of this Agreement. StepMobile shall also continue to act as the prime contractor for all subcontracted Services and shall assume full responsibility for the performance of the Services. StepMobile will remain the sole point of contact and shall be ultimately responsible and liable for the performance of the Services.

12.25 Client Policy. StepMobile shall be bound by, conform to, comply with, and abide by all current applicable Board/Delaware County, Ohio (collectively "County") and Court policies, including, but not limited to, the Contractor Safety Policy, Computer Use & Cybersecurity Policy, Social Media Policy, and Internet Use Policy and shall require any and all of its boards, board members, officers, officials, directors, employees, representatives, agents, and/or volunteers (collectively "Employees") performing work under this Agreement and/or for or on behalf of the County and/or Court and subcontractors to comply with County and Court Policies and shall be responsible for such compliance. Notwithstanding any other termination provision of this Agreement, the Client may, in its sole discretion, immediately terminate this Agreement for failure of StepMobile or any of its Employees or subcontractors to comply with County or Court policies. Copies of County and Court Policies are available upon request or County Policies are available online at: <https://humanresources.co.delaware.oh.us/policies/>.

The County and Court reserve the authority to change, amend, replace, enact, repeal, and/or rescind County and/or Court Policies at any time, for any reason, and without notice.

12.26 Licenses. StepMobile certifies and warrants that they and/or their Employees providing Services have obtained and maintain current all approvals, licenses, including operator licenses, certifications, and/or other qualifications (collectively "Licenses") necessary to travel to and from providing the Services and/or to provide all of the Services required pursuant to this Agreement and to conduct business in the state of Ohio. StepMobile further certifies and warrants that all such Licenses are operative and current, and will remain current throughout the Term, have not been revoked or are not currently suspended for any reason. Proof of such Licenses shall be promptly provided upon request.

12.27 Findings for Recovery Certification. StepMobile, 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.

Signature

Printed Name

Title

12.28 Personal Property Taxes. StepMobile, 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.

Signature

Printed Name

Title

12.29 Audit. StepMobile agrees to submit to and cooperate with any audit and accept responsibility for receiving, replying to, and/or complying with any audit exception by any appropriate Federal, state, local, or independent audit authority.

12.30 Warranty. StepMobile hereby warrants that, to the best knowledge of StepMobile, the Services, Software, and Documentation that it provides pursuant to this Agreement are correct, accurate, performed properly, and are free from defect. StepMobile, at no cost to the Client, shall promptly and properly fix, correct, re-perform, and/or replace the Services, Software, and/or Documentation or any part or portion thereof provided pursuant to this Agreement that is/are defective, substandard, and/or not satisfactorily performed.

12.31 Authority. The Board is authorized by R.C. § 307.01 to enter this Agreement.

12.32 No Competitive Bidding Required. Per R.C. § 307.86, this Agreement is not required to be competitively bid.

12.33 Survival. The following sections shall survive any termination of this Agreement: 2 (License Restrictions; Obligations); 3 (Proprietary Rights); 4.4 (Effect of Termination); 4.6 (Return of Client Data); 6) Data; Protection of Client's Data); 7 (Confidential Information); 8 (Disclaimer); 9 (Limitation of Liability;

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Exception); 12.2 (Entire Agreement); 12.5 (Severability); 12.10 (Governing Law); 12.13 (Independent Contractor/Relationship of the Parties); 12.15 (Indemnity); 12.16 (Infringement); 12.17 (Insurance); 12.21 (Records Retention/Access); 12.29 (Audit); 12.33 (Survival); 12.34 (Counterparts); and 12.35 (Signatures).

12.34 Counterparts. This Agreement may be executed in counterparts. Any counterparts shall be a part of this Agreement and constitute one (1) and the same Agreement.

12.35 Signatures. Any person signing this Agreement in a representative capacity hereby warrants that they have authority to sign this Agreement or have been duly authorized by their principal to sign this Agreement on such principal’s behalf and are authorized to bind such principal.

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

**9
RESOLUTION NO. 26-156**

IN THE MATTER OF APPROVING A FEDERAL PROCUREMENT, TIME AND EFFORT, AND CASH MANAGEMENT POLICY:

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

WHEREAS, Delaware County and the Board of Commissioners of Delaware County, Ohio (the “Board”) are, from time to time, the recipients of grant funding from the government of the United States and its federal agencies (“Federal Funds”), which are utilized to procure goods and services in accordance with grant requirements; and

WHEREAS, when utilizing Federal Funds, Delaware County and the Board are required to comply with the procurement requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance”); and

WHEREAS, the Delaware County Auditor requests that the Board formally adopt the Federal Procurement, Time and Effort, and Cash Management Policy;

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

Section 1. The Board hereby approves the Federal Procurement, Time and Effort, and Cash Management Policy for Delaware County, a copy of which is attached hereto and, by this reference, incorporated herein.

Section 2. The Board hereby directs the Clerk to provide a copy of this Resolution to the Delaware County Auditor.

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

Policy/Procedure Name	Number
Federal Procurement, Time and Effort, and Cash Management	2026-01

Purpose:

Establish standards and guidelines in compliance with the OMB Uniform Guidance over procurement of services, supplies or other property purchased with federal monies, documentation of time and effort of Delaware County employees paid with federal funds, and controls over the cash management of federal money.

Scope:

This policy applies to all departments within the County who don’t otherwise have their own federal procurement policy, time and effort and cash management policies.

Definitions:

Any purchase of services, supplies or other property through direct payment, reimbursement or on-behalf benefits paid for with federal funds. Documentation of the time and effort paid for on federal programs by Delaware County employees and the receipt and disbursement and overall cash management of federal monies.

General Procurement Standards:

All County employees will maintain prudent judgment in purchasing matters and shall not abuse their positions in making decisions as to the awarding of contracts or purchases. When conflicts of interest exist, the employee will notify their supervisor immediately. The employee is to be relieved of all involvement with the particular contract or negotiation which presents the conflict of interest. No employee, agent, or beneficiary can participate in the selection, award, or administration of a contract when any of the following has financial interest in that contract:

- The employee or agent;
- Any immediate family members of the employee or agent;

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- The partner of an employee;
- An organization in which any of the above is an officer, director, or employee;
- A person or organization with whom any of the above is negotiating or has any arrangements concerning prospective employment;

County employees shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or potential contractors. Employees must immediately inform their supervisor of any offers of monetary value from a contractor or potential contractors or suppliers/potential suppliers. The supervisor will enforce this rule to the maximum extent within the legal and practical capacity available under the law. Depending on the offense, penalties shall include verbal or written reprimand, and/or suspension or termination of employment and/or referral to the County prosecutor for further legal action.

All procurement of the County regardless of whether by sealed bids or by negotiation, and without regard to dollar value, will be conducted in a manner so as to provide for maximum open and free competition. The County will at all times be alert to organizational conflicts of interest and noncompetitive practices among contractors/suppliers that restrict or eliminate competition or restrain trade.

The County will inform all employees in writing of the whistleblower rights and protections under 41 USC 4712. In addition, County employees cannot be discharged, demoted or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross waste or abuse.

For the purposes of mandatory disclosures under 2 CFR 200.113, the County is required to promptly disclose when it has credible evidence of violations of Federal criminal law involving fraud, conflict of interest, bribery or gratuity violations. Disclosures will be made in writing to the applicable Federal agency, the agency's Office of Inspector General and the pass-through entity.

The County in drawing specifications for negotiated or sealed bid purchases will seek to make the specifications clear and accurate and descriptive of the technical requirements in materials, product or service, eliminating features which unduly restrict competition by giving one vendor unfair advantage over another. 2 CFR 200.319 (c) requires that all procurements be conducted in a manner providing for full and open competition. Practices specifically considered restrictive include:

- Unreasonable requirements on firms;
- Requiring unnecessary experience and excessive bonding;
- Noncompetitive pricing practices;
- Noncompetitive awards to consultants on retainer;
- Organizational conflicts of interest;
- Specification of "brand name" products ("brand name or equivalent" descriptions may be used as a means to define the performance or other salient requirements of procurement, provided the specific features of the named brand or equivalent to be met is clearly stated); and
- Any arbitrary action in the procurement process.

The County will identify all requirements and all factors to be used in evaluating bids. The County will ensure that all prequalified lists of persons, firms, or products used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. No potential bidder shall be barred from submitting during the proposal period.

2 CFR 200.319 (a) prohibits the use of "in-State or local geographical preferences."

Notwithstanding the above, the County will make positive efforts to utilize small, women's and minority owned businesses as sources of supplies and services. Said efforts will include assuring that these businesses are solicited whenever they are a potential resource, and when practical, dividing total contract requirements into small tasks, quantities or delivery times to permit maximum small and minority business participation when economically feasible. Separation will not be done to avoid competitive bidding requirements.

Procurement Methods:

Micro Purchases:

Purchases of supplies or services where the aggregate dollar amount is \$10,000 or less (2 CFR 200.320(a) & OMB Memo M-18-18) or equal to or less than the micro-purchase threshold self-certified in accordance with 2 CFR 200.320(a)(1)(iii) and (iv). No competitive quotes are required but management should determine and document that the price is reasonable and to the extent practical distribute these costs equitably among qualified suppliers. Micro purchases are not subject to the Davis-Bacon Act.

Small Purchases:

Defined as simple and informal procurement methods for securing services, supplies, or other property that do not cost in aggregate more than the micro-purchase threshold but not exceeding \$250,000 (41 USC 403(11)). As used here, aggregate value relates to purchases which may reasonably and in good faith be deemed to constitute a separate contract or purchase order.

State Competitive Bidding Threshold

The state competitive bidding threshold is set in section 9.17 of the Revised Code. When federal and state thresholds differ, the more restrictive threshold shall apply.

For Purchases over \$50,000

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A minimum of three (3) written bids are required. Each vendor must be provided with the same and accurate description of the specifications and technical requirements for the item or service. Written bids may be received by mail, fax or e-mail and should be signed/e-mailed by an authorized representative or vendor. All written bids must be attached to the selected vendor's invoice and submitted to the fiscal office for processing and payment.

Price Analysis/Cost Analysis

For all procurements of \$10,000 and greater, the County requires documentation verifying that the purchase price is fair and reasonable. Price analysis and cost analysis are the two primary techniques used to accomplish this purpose.

Price Analysis: Comparison of prices of multiple bids or information from other sources, such as established catalog or market prices or prices for similar past purchases.

Cost Analysis: Evaluation of the separate elements (e.g., labor, materials, etc.) that make up a contractor's total cost proposal or price (for both new contracts and modifications) to determine if they are allowable, directly related to the requirement and reasonable for the value received.

Price analysis should always be performed and documented; under certain circumstances, cost analysis also needs to be performed and documented (cost analysis is always required if payment is based in whole or in part on reimbursement of costs, and it may also be required for other contract types when there is not adequate price competition).

The buyer should always make sure to obtain enough data from the offeror (s) to determine that the price is fair and reasonable.

Sealed Bids (Formal Advertising):

Bids are publicly solicited and a firm-fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid conforming to all the material terms and conditions of the invitation for bids is the lowest price for the conditions required to use sealed bidding.

The competitive sealed bidding/formal advertising method will be used when making purchases expected to exceed \$250,000 in aggregate value. This procurement method will apply to anything to be purchased, leased, leased within an option or agreement to purchase, or constructed, including, but not limited to, any product, structure, construction, reconstruction improvement, maintenance, repair, or service, except the services of an accountant, architect, attorney at law, physician, professional engineer, construction project manager, consultant, surveyor or appraiser. A competitive sealed bid is used when the award of the contract is made primarily on the basis of price alone.

This method of procurement requires the product or service to be completely described in the bid specifications, bids to be sealed and bids to be opened publicly. To be feasible, these conditions must be present: a complete, adequate, and realistic specification or purchase description, known as the Invitation to Bid (ITB) is available; two or more responsible suppliers are willing and able to compete and; the procurement lends itself to a firm fixed price contract and the selection of the bidder can be made principally on the basis of price.

When competitive sealed bidding/formal advertising is used, the following requirements will apply:

(1) Bids will be solicited from an adequate number of known suppliers. The ITB may be sent to known suppliers of the product or service to be procured. Lists of these suppliers will be kept and reviewed, adding new names whenever a supplier requests to be included in the bidders' lists.

The ITB will be published weekly once a week for not less than two consecutive weeks preceding the day of bid opening in a newspaper of general circulation within the County. The notice shall contain:

(a) A general description of the goods or services desired, the time and place where plans and specifications or itemized list of supplies, facilities or equipment and estimated quantities can be obtained or examined.

- (b) The time and place where bids will be opened.
- (c) The time and place of filing bids.
- (d) Terms of the proposed purchase
- (e) Conditions under which bids will be received.

The Board of Commissioners shall also publicly POST a notice of competitive bidding on the Commissioner's Bulletin Board at the County Administration Building and on the County's website.

(2) The ITB, including specifications and pertinent attachments, will clearly define the items or services needed in order for bidders to properly respond. A bid is considered responsive when it does not deviate from the requirements of the ITB. Minimum requirements include price, expected quantities, delivery schedule, and quality. Any attempt to modify minimum requirements could make the bid non-responsive.

(3) All bids in excess of \$79,567.50 in 2026 as authorized by Sections 307.86 to 308.92 of the Ohio Revised code must be accompanied by a bond of certified check drawn on a solvent bank in a reasonable amount stated in the advertisement but not exceeding five (5) percent of the bid.

(4) As per ORC 153.54, bids in excess of \$79,567.50 in 2026 and for a contract for construction, demolition,

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alteration, repair or reconstruction of an improvement require that the bid be accompanied by a bond or certified check drawn on a solvent bank in a reasonable amount as stated in the ITB advertisement but not to exceed ten (10) percent.

(5) All bids will be opened publicly at the time and place stated in the ITB.

(6) A firm-fixed-price contract award will be made to the bidder whose bid is the lowest and best, as long as the bid conforms to the ITB Specifications. Factors such as discounts, transportation costs, and life cycle costs will be used in the determination of which bid is lowest and best, if these factors were specified in the bidding invitation. Payment discounts will only be used to determine the low bid when prior experience of this County indicates that such discounts are generally taken.

(7) The County will reserve the right to reject any or all bids. Rejection of a bid may occur when there are documented business reasons that they are not in the best interest of the County or when the bid materially deviates from the specifications.

The bond or bid guarantee all of successful bidders will be returned to them immediately upon awarding the contract or rejecting all bids.

Competitive (Negotiated Proposals):

The County will employ the competitive negotiation procurement method when making procurements of over \$250,000 that are of such a complex and technical nature that they cannot be fully described in the bid specifications and it is logical to award a contract based on factors other than price. Evaluation factors other than price will only be used when they are clearly explained in the County's bid specifications known as the Request for Proposal (RFP). The County may negotiate price and methodology with respondents to the RFP after receiving their proposal. After negotiating with one or more of the respondents, the County may then award a contract.

The process of the competitive negotiation is similar to that of the competitive sealed bidding method. The RFP is prepared, stating the County's requirements and objectives; the RFP's are publicized; a deadline for receipt of proposals is set from two to six weeks after publication; and, after two to six weeks of evaluation and negotiation, a contract is awarded to the respondent whose overall proposal is most advantageous to the County.

When procurements are made by the competitive negotiation method, the County will follow the requirements listed below:

- (1) Proposals will be solicited from an adequate number of qualified sources to permit reasonable competition consistent with the nature and requirements of the procurement. The RFP will be publicized and reasonable requests by other sources to compete will be honored to the maximum extent practicable.
- (2) Public Notices informing potential bidders will be posted in both print media (newspaper) and electronic media (Delaware County website) to maximize exposure of the solicitation consistent with the prohibition of in state and local geographical preferences.
- (3) The County will maintain a list of prospective bidders to whom it will distribute the RFP Public Notice. The prospective bidders list will contain as a minimum: bidders from prior years, current contract providers, organizations who have requested to be placed on the bidders list, and any organization or person the County feels may have an interest in knowledge of the solicitation.
- (4) The RFP will identify all significant evaluation factors, including price or cost where required and their relative importance.
- (5) Cost or price analyses will be conducted on all proposals received by the County to ensure compliance with economical procurement practices.
- (6) The County will provide a system for the technical evaluation of the proposals received, determinations of responsive bidders for the purpose of written or oral discussions, and the selection for contract award. Proposal evaluation will be conducted using evaluation criteria defined in the RFP and be conducted by parties where there is no conflict of interest or there is no direct involvement in contract administration or monitoring activities.
- (7) The award will be made to the responsive bidder whose proposal will be most advantageous, price and other factors considered. All bidders will be notified, in writing, of the results of the technical evaluation. Unsuccessful bidders will be advised in the non-award notification of their right to protest the decision.

Non-Competitive Proposals (Sole Source):

This method of procurement will only be used when one of the following circumstances exists: (a) public exigency or emergency prevents publicizing a procurement; (b) only one (1) source of the product or service exists; (c) the County authorizes the use of non-competitive proposals; or (4) after at a minimum of at least one competitive solicitation, proposals received are determined to be inadequate.

In order to negotiate non-competitively, the County will have one or more of the following conditions present:

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- (1) The purchase is of an exigency or emergency nature and cannot be delayed by formal advertising. In emergency situations, the County will follow ORC Section 307.86 which prescribes the requirements for exemptions to competitive bidding when the estimated cost of the procurement is less than \$79,567.50 in 2026. No emergency purchase shall be made until the requisite approval by the Board of County Commissioners is made.
- (2) The material or service to be purchased is available from only one person or firm.
- (3) No acceptable bids have been received after formal advertising.
- (4) The purchases are for equipment or services where the prices are established by law for technical equipment requiring standardization and interchangeability of parts with existing equipment. The County will obtain prior approval from the appropriate federal agency before awarding any contracts under this procurement method. Until approval is received, claims cannot be made for expenditures.

Sub-Awards and Contracts - Suspension and Debarment:

Sub awards and contract will not be permitted with parties that are debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Departmental Fiscal Supervisors are responsible for checking the Excluded Parties List System (EPLS) website, which can be found at <https://sam.gov> prior to the approval of federal sub-awards or contacts of any amount or purchased of \$50,000 or higher of federal awards.

Findings for Recovery:

ORC § 9.24 generally prohibits the awarding of a contract for goods services, or construction, paid for in whole or in part with state funds if a finding for recovery is unresolved. In order to comply with this provision, offices must perform a search on the Auditor of State's website (<https://ohioauditor.gov/findings.html>) for each applicable contract at the time the requisition is entered. A copy of the certified search from the Auditor of State's website must be kept by the office in either the contract folder or accounts payable file for each of the applicable contracts. Any statutory threshold changes to ORC § 9.24 shall automatically amend this section without future Resolution authority.

Contracts:

Contracts shall contain sufficient provisions to define a sound and complete agreement. The same provisions must apply to any subcontracts awarded by the vendor/sub-recipient. Contract language, whether in the body of the contract or in the form of an exhibit or attachment, shall contain applicable provisions of 2 CFR 200, OAC 5101:9-4-07(K).

State Requirement for Services with Disabled:

If permissible under federal regulations and for all state and locally funded procurements, before determining which method of procurement to use, the County should determine whether a product or services is on the procurement list for products and services provided by persons with severe disabilities as described in section 4115.33 of the Revised Code. If the product or service is on the procurement list and available with the period required by the County, the County must procure the product or service at the price established by the state use committee from a qualified nonprofit agency.

Note: Utilizing this list is not an allowable non-competitive procurement under federal regulations. This listing could be used to obtain a quote for an informal procurement.

State Purchasing Contracts:

If the County is a member of the Department of Administrative Services cooperative purchase program and intends to utilize these procedures, this process should be included to allow for purchases to be made by agencies under state purchasing contracts. As the state uses competitive procurement, purchases made through state purchasing contracts excluding master maintenance agreements (MMA) that meet all of the requirements contained in section 125.04 of the Revised Code are not subject to competitive bidding requirements.

However, an agency cannot access state purchasing contracts when competitive bidding by the County has already occurred unless the state purchasing contract has the same terms, conditions and specifications at a lower price. Agencies may also use the price contained in a state purchasing contract in other competitive selection procedures performed pursuant to this rule.

Note: State purchasing contracts are not to be confused with state term schedules which are non-competitive schedules of products or services and shall be treated only as a pre-qualified contractor list. State term schedules do not represent competitive procurement. Purchases made by agencies using the state term schedule to obtain a pre-qualified vendor list must follow the applicable competitive procurement requirements.

Responsible Contractors:

The County will award contracts only to responsible contractors that possess the ability to perform successfully under the terms and conditions of a proposed contract. The County will consider contractor integrity, public policy compliance, past performance record, and financial and technical resources when conducting a procurement transaction.

Contractual and Administrative Issues:

The County will be responsible for the settlement of all contractual and administrative issues arising out of

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procurement transactions. This includes source evaluation, protests, disputes and claims. The County will report any violations of law to the Federal, State, or local authority with proper jurisdiction.

Prohibition for Purchases of Telecommunication & Video Surveillance from Selected Vendors

The County cannot obligate or expend to procure, obtain or enter into a contract (including extend or renew a contract) to obtain equipment, services or systems that use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system which are produced by Huawei Technologies or ZTE Corporation (or any subsidiary or affiliate of such entities). The specific contractors and items prohibited are outlined as follows:

- For the purposes of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- Telecommunications or video surveillance services provided by such entities or using such equipment.
- Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence of the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Public Children Services Agencies (PCSA) Only State Procedures:

Specific purchases for PCSA's within the County will generally be considered to follow the small purchase procedures or noncompetitive proposals when purchased for individually specific cases. The need for these purchases shall be documented by the PCSA in records that support each case.

When purchasing case specific services other than foster care replacement and adoption services, and when there are contractors in close proximity providing substantially similar services, and who are equally qualified to meet the service need presented, the County PCSA shall document that the process of awarding the contract was done in a manner that demonstrates that a cost comparison of the contractors has been performed.

The County PCSA may not establish an exclusive or preferential relationship with foster care maintenance providers, adoption services providers, or other service contractors to the exclusion of all other foster care maintenance providers, adoption service providers, or service contractors with the exception of those relationships resulting from the competitive means as described in this policy. In addition, when following such procurement procedures, the County PCSA shall also document the reasons for seeking an exclusive relationship with the foster care maintenance provider, adoption service provider, or service contractor. Such documentation shall include a demonstration that the foster care maintenance provider, adoption service provider, or service contractor is qualified to meet the needs of all children and families who will receive services from the provider or contractor and provide assurances that no child or family will be denied services due to the exclusive nature of the relationship with the foster care maintenance provider, adoption service provider or service contractor.

Note: Purchases that benefit children and families that are not purchased in response to a specific case need to conform with the current procurement procedures of the PCSA. This includes the purchase of child welfare services that benefit children and families that are not purchased in response to a specific case need. Examples include, but are not limited to, outreach and recruitment campaigns, promotional items, training for staff, adoptive families and foster parents, master contracts for home studies for third parties, visitation center leases, child abuse prevention campaigns and foster parent liability insurance master contracts.

Monitoring:

The designated contract administrator shall monitor all contracts to ensure compliance with all terms, conditions and specifications.

A contract monitoring plan will be initiated annually with the beginning of each fiscal year and approved by the contract administrator. The monitoring plan will be updated and reviewed quarterly. The plan will contain as a minimum: Contractor name, contract dollar amount, funding source, type(s) of monitoring to be employed, and areas to monitor, projected and actual scheduled monitor dates.

The monitoring process will involve careful review of contract terms prior to finalizing the agreement. In agreements providing for the delivery of supplies, equipment, or materials, such items will be carefully checked and counted prior to acceptance. In agreements requiring services to be provided to Delaware County, a staff member(s) will be assigned responsibility to assure the quantity and quality of service contracted for is rendered.

Contract monitoring may be done on-site, as part of a desk review, or a combination of the two approaches. Contract monitoring may take place in three separate areas: (1) administrative, (2) fiscal, or (3) program. Administrative monitoring may entail the contractor's compliance with the terms and conditions included in the contract. Fiscal monitoring may entail monitoring the fiscal requirements of the contract to include but not limited to verifying accuracy of invoices and verifying allowable costs and reasonableness. Program monitoring may entail evaluating whether or not the contractor is delivering the agreed upon services specified in the Statement of Work in a timely and quality manner.

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Before purchasing any equipment, due consideration will be given to lease, rental, and purchase alternatives to determine, consistent with prudent business judgment, which would be the most economical and practical procurements. In making this determination, due consideration will be given to useful life of the equipment to the program for which it is being purchased, technology obsolescence, maintaining considerations, purchase price versus lease or rental cost and any other matters considered by management to be warranted under the circumstances.

Legal disputes arising out of contracted procurements will be referred to the County Prosecutor if efforts to resolve the problem at the department level are unsuccessful.

The appointing authority or department director or his/her designee will be informed about contract limitations and termination dates. A monitoring system will be utilized to avoid inappropriate payments.

All procurements, large and small, will be reviewed and approved by an appointing authority or department director or his/her designee. All vouchers and invoices will then be forwarded to the County Auditor processing and payment after approved by the Delaware County Board of Commissioners. These efforts are employed to avoid improper or unnecessary payments and to ensure all provision of local, state and federal law are followed.

No purchases or orders, or delivery of items, except in an emergency situation as authorized by an appointing authority or department director or his/her designee, shall be authorized before a signed and approved purchase order is completed.

Access to Records:

The County, as well as any contractor or subcontractor of the County, will make available to the appropriate state or federal office or agency all records, documents, or other papers which relate to any system, equipment, or service for which state and/or federal reimbursement is requested. Records will be maintained for a minimum of three years. If any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the end of the three-year period, the records will be retained until completion of the action and resolution of all issues relating to the action.

Unnecessary or Duplicative Items

County employees should consider whether goods and/or services to be purchased are already available within the County, from state surplus property, or from a Federal source, including the Federal Surplus Personal Property Donation Program, GSAXcess. Employees can work to determine if the requirement should be consolidated or broken out for economy, if the needed items can be leased rather than purchased, and if the needed items can be purchased through an existing competitively bid contract.

Domestic Preference for Procurements

The County, to the greatest extent practicable and consistent with law, will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts and purchase orders under Federal awards. For purposes of this section:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Shared Service and Intergovernmental Agreements

County employees are encouraged to promote efforts to have cost-effective use of shared services including encouraging to pursue state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

Competition requirements will be met with applied to documented procurement actions using strategic sourcing, shared services, and other similar procurement arrangements.

Time & Effort:

Compensation for personal services includes all remuneration for services of employees rendered, paid currently or accrued, for services of employee render during the period of performance under the Federal award including but not limited to wage and salary (2 CFR 200.430).

Compensation for employees engaged in work on federal awards will be considered reasonable to the extent that it is consistent with that paid for similar work in other activities of that are non-federal (200.430 (B)). Compensation must be for an allowable purpose.

Time distribution records must be maintained for all employees whose salary is paid in whole or in part with federal funds or is used to meet a match or cost-share requirement for a grant. Payroll allocations among grant awards cannot be based on budgeted distribution alone. Rather, allocation of salaries and wages among grant programs need to be supported by actual hours worked.

Also, time and effort reporting for all time worked should be included in order to calculate what portion relates to the federal award. Nonexempt employees must prepare records indicating the total number of hours worked each day.

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Time distribution records must be prepared after-the-fact, account for the total activity for which the employee is compensated and be certified by the employee or a supervisory official having first-hand knowledge of the work performed.

Cash Management

Non-Federal entity's financial management systems, including records documenting compliance with Federal statutes, regulations, and the terms and conditions of the Federal award, are established sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations, and the terms and conditions of the Federal award. (2 CFR 200.302 (A))

Additionally, written procedures to implement the requirements of payment. (2 CFR 200.305 (B)(6)). All efforts should be made to comply with 2 CFR 200.305(b). The amount of time funds are held should be minimized to avoid earning interest on federal advances.

Reimbursement

If the federal entity requests payment by reimbursement, ensure the County that the requests for reimbursement are both obligated and liquidated at the time of request. This method may be used on any Federal award for construction, or if the major portion of the construction project is accomplished through private market financing or Federal loans, and the Federal award constitutes a minor portion of the project.

Advance Payment

The time elapsing between the transfer of funds from the grantor and disbursement of funds by Delaware County. Advance payments must be limited to the minimum amounts needed and be timed in accordance with the actual, immediate cash requirements needed to carry out the purpose of the approved program or project. Timely payments must be made to contractors in accordance with the contract provisions.

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

**10
RESOLUTION NO. 26-157**

IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND MONTROSE GROUP, LLC FOR ECONOMIC DEVELOPMENT SERVICES:

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

WHEREAS, the County Administrator/Director of Economic Development recommends approval of a professional services agreement between the Board of Delaware County Commissioners and Montrose Group, LLC, for Economic Development Services;

NOW, THEREFORE, BE IT RESOLVED that the Board of Delaware County Commissioners hereby approves, and authorizes the County Administrator to execute, the professional services agreement between the Board of Delaware County Commissioners and Montrose Group, LLC, for Economic Development Services, as follows:

**PROFESSIONAL SERVICES
AGREEMENT
Economic Development Services**

This Agreement is made and entered into on March 5, 2026, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Montrose Group, LLC, 100 East Broad Street, Suite 2320, Columbus, Ohio 43215 (“Consultant”), hereinafter collectively referred to as the “Parties.”

1 SERVICES PROVIDED BY CONSULTANT

- 1.1 The Consultant will provide general economic development and public policy consulting services (the “Services”).
- 1.2 The Consultant shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 The Services are more fully defined in and shall be rendered by the Consultant in accordance with the Consultant’s engagement letter dated February 11, 2026 (the “Proposal”), which is attached hereto as Exhibit A and, by this reference, fully incorporated into this Agreement.

2 SUPERVISION OF SERVICES

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Administrator/Director of Economic Development as the agent of the County for this Agreement.

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- 2.2 The County Administrator/Director of Economic Development shall have authority to review and order changes, commencement, suspension or termination of the Services performed under this Agreement.
- 3 AGREEMENT AND MODIFICATIONS**
- 3.1 This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, shall supersede all prior understandings and agreements relating to the Services, and may only be modified or amended in writing with the mutual consent and agreement of the Parties.
- 4 FEES AND REIMBURSABLE EXPENSES**
- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Proposal, and the total compensation under this Agreement shall not exceed \$48,000.00 without subsequent modification of this Agreement in accordance with Section 3.1.
- 4.2 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the Services.
- 5 PAYMENT**
- 5.1 Compensation shall be paid in accordance with the Proposal.
- 5.2 Invoices shall be submitted to the County Administrator/Director of Economic Development by the Consultant on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices, and the Consultant shall promptly submit documentation as needed to substantiate said invoices.
- 5.3 The County shall pay invoices within thirty (30) days of receipt.
- 6 NOTICE TO PROCEED; COMPLETION OF SERVICES; TERMINATION**
- 6.1 The Consultant shall commence Services as directed by the County Administrator/Director of Economic Development and shall complete the Services in accordance with the Proposal. This Agreement shall terminate upon the completion of the Services as set forth in the Proposal, unless terminated earlier in accordance with the Proposal.
- 6.2 The County may terminate this Agreement upon written notice given in accordance with the termination clause stated in the Proposal.
- 6.3 In the case of termination, the Consultant shall submit a final invoice within sixty (60) days of the notice of termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the effective date of termination.
- 7 CHANGE IN SCOPE OF SERVICES**
- 7.1 In the event that significant changes to the scope of Services are required during performance of the Services, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall not be effective unless and until approved in a writing signed by both Parties.
- 8 OWNERSHIP**
- 8.1 Upon completion or termination of the Agreement, the Consultant shall provide copies, if so requested, to the County of all documents or electronic files produced under this Agreement
- 8.2 The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed reports and any other tangible written or electronic work produced in accordance with the Agreement.
- 8.3 This section does not require unauthorized duplication of copyrighted materials.
- 9 CHANGE OF KEY CONSULTANT STAFF; ASSIGNMENT**
- 9.1 The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff assigned to the Services as contemplated at the time of executing this Agreement.
- 9.2 The Consultant shall not assign or transfer this Agreement, or any of the rights, responsibilities, or remedies contained herein, to any other party without the express, written consent of the County.
- 10 INDEMNIFICATION**
- 10.1 The Consultant shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to

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the proportionate extent caused by any negligent acts, errors or omissions of the Consultant, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

- 10.2 The Consultant shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result breach of contract, infringement of any right to use, possess, or otherwise operate or have any owned, protected, licensed, trademarked, patented, non-patented, and/or copyrighted software, product, service, equipment, invention, process, article, or appliance manufactured, used, or possessed in the performance of the Agreement and/or in providing the Services, to the extent caused by any act, error, or omission of the Consultant, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

11 INSURANCE

- 11.1 Minimum Coverage: Consultant shall maintain general and automobile liability insurance policies in such amounts as the County Administrator/Director of Economic Development determines will reasonably protect the County and Consultant.
- 11.2 Proof of Insurance: Prior to the commencement of any Services under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of Services under this Agreement.

12 MISCELLANEOUS TERMS AND CONDITIONS

- 12.1 Assignment: Neither party may assign or transfer this Agreement without the prior written consent of the non-assigning party.
- 12.2 Prohibited Interests: Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 12.3 Independent Contractor: The Parties acknowledge and agree that Consultant is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Consultant also agrees that, as an independent contractor, Consultant assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. Consultant hereby certifies that it has five (5) or more employees and that its employees are not public employees as contemplated in Chapter 145 of the Revised Code.
- 12.4 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 12.5 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 12.6 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 12.7 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 12.8 Findings for Recovery: Consultant certifies that it has no unresolved findings for recovery

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pending or issued against it by the State of Ohio.

- 12.9 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.
- 12.10 County Policies: The Consultant shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Consultant shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Consultant to comply with this Subsection. Copies of applicable policies are available upon request or online at <https://humanresources.co.delaware.oh.us/policies/>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.
- 12.11 Drug-Free Workplace: The Consultant agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Consultant shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the Services being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 12.12 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates. Consultant further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry. Consultant further certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

(Attachment: Engagement Letter)

February 11, 2026

Ms. Tracie Davies
Administrator
Delaware County
Historic Courthouse
91 North Sandusky Street
Delaware, Ohio 43015

Dear Tracie:

At your request, The Montrose Group, LLC ("Montrose") is pleased to present Delaware County (the "County") with a professional services agreement for economic development and public policy consulting services ("this Agreement"). Montrose looks forward to working with you and will do our best to provide quality consulting services in a responsive, efficient manner. Fundamental to a sound relationship is a clear understanding of the terms and conditions upon which we will be providing consulting services. Accordingly, the purpose of this letter is to clarify and confirm these terms and conditions.

Scope of Work. Delaware County is uniquely positioned because it has been the fastest-growing County in Ohio for over two decades. It needs to balance housing demand with economic development pressures for industrial and commercial projects. Montrose will perform the following scope of work to assist the County with these economic development pressures.

General economic development consulting, impact analysis, and incentive modeling.

- Provide general economic development advice and support to the County on economic development projects and programs.
- Guide Delaware County on the appropriate economic development incentives to use for attracting industrial, commercial, and residential projects.
- Coordinate at least two briefings with Central Ohio real estate brokers and developers.
- Facilitate discussions with the BIA of Central Ohio and its members.
- Participate in educational sessions with elected officials in Delaware County.

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- Prepare economic development incentive financial modeling of proposed developments to determine the value of tax abatement, TIF, NCA, and JEDD to fund public infrastructure improvements for the projects.
- Provide economic impact analyses and school impact analyses of development projects using economic modeling software such as ESRI and IMPLAN.
- Balance the requests for economic development incentives with the Delaware County economic development incentive policy

Site Development Planning

- Work with the economic development team to understand and analyze sites in growth corridors, as identified in the economic development strategic plan, to determine whether they are prepared for job creation and capital investment.
- Assist the economic development team in developing the tools and incentives for those sites to prepare them for job creation and capital investment to attract new investment.
- Help determine the investment needed in those sites to prepare them for development.
- Provide advice, financial modeling, and support for the County for applications to JobsOhio and the Ohio Department of Development for site development grants and loans

Workforce Development

- Continue to assist the County with the development of the workforce coalition.
- Facilitate quarterly workforce coalition meetings and develop focused programming aligned with the identified workforce development needs of the County.
- Identify advocacy opportunities for policies and/or funding to support local workforce initiatives.

Community Improvement Corporation (CIC)

- Present benchmarking content about the work of other CICs in Central Ohio to the CIC.
- Analyze CIC projects to determine whether they align with the CIC's mission, goals, objectives, and the economic development strategic plan.
- Assist the CIC in determining economic development programs for it to undertake.

Economic Development Incentive Policy (EDIP)

- Work with the economic development team to prepare and present the final Economic Development Incentive Policy for review and approval by the County Commissioners and other county entities.

Professional Undertaking. Nate Green, Managing Director of Economic Development, and Isaac Edwards, Manager of Economic Development, will have primary responsibility for this project. Other professionals may be added to the assignment. As Montrose is a consulting firm, this representation will not include any legal services. We understand that our representation will be of the County as an entity, and not of its individual members, managers, or officers. We will look solely to you for instructions regarding both the consulting services to be performed, as well as the resolution of any issues that may arise in the course of such services.

Confidentiality. Montrose acknowledges that all Work Product, including, developed ideas, concepts, know-how, knowledge, techniques, tools, approaches, and methodologies which may be reflected in any presentations, reports, or other deliverables, provided by Montrose in connection with this agreement, including all work-in-progress are confidential and proprietary to the County and may be disclosed only with the express permission of the County. Montrose agrees that all information of the County received by Montrose during or through Montrose's performance under this agreement shall be considered the confidential information of the County. The obligations of Montrose under this section shall survive the termination of this Agreement.

Conflicts. Montrose has reviewed its arrangements with other entities and warrants that Montrose does not and shall not during the term of this agreement have any conflict of interest with respect to the County or this agreement. The County agrees Montrose may represent other companies or organizations on corporate site location, economic development advisory, economic development planning, and local, state, and federal government, university, regional venture capital funding and other project funding development services and that this representation shall not constitute a conflict of interest by Montrose. The terms of this agreement which relate to confidentiality, privilege, ownership and use, limitations of liability and indemnification, non-solicitation and payment obligations shall survive its expiration or termination.

Economic Development Consulting Fees. The County shall pay Montrose a monthly fee of \$4,000.00 to provide economic development and public policy consulting services under the terms and conditions set forth herein ("Retainer Fee"). Montrose is not entitled to, and shall not be paid, any additional costs or expenses under this Agreement, other than the Retainer Fee, for services performed under this Agreement. This term of this Agreement shall begin on the date executed below and end one year later, unless terminated earlier by the County. The County may terminate this Agreement at any time, for any reason or no reason at all, upon 30-days' written notice to Montrose. Montrose shall send the County an invoice, which details the work that Montrose performed the previous month, who from Montrose performed the work, and when the work was performed, by the 10th of each month.

Compliance with Laws. Montrose shall comply with and be bound by all applicable laws and regulations, including but not limited to laws and regulations relating to the payment of commissions, ethical business conduct and anti-corruption. Montrose hereby represents and warrants that neither it nor any of its employees nor anyone else acting on its behalf has made, nor will they make, directly or indirectly, any payment, loan or gift (or any

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offer, promise or authorization of any such payment, loan or gift) of any money or anything of value to or for the use of any private businessmen, commercial organization or foreign officials.

General. This agreement supersedes all prior oral and written communications between the County and Montrose and may be amended, modified or changed only in writing when signed by both parties. No term of this agreement will be deemed waived, and no breach of this agreement excused, unless the waiver or consent is in writing signed by the party granting such waiver or consent. Both parties each acknowledge that it may correspond or convey documentation via Internet e-mail and that neither party has control over the performance, reliability, availability, or security of Internet e-mail. Therefore, neither party will be liable for any loss, damage, expense, harm or inconvenience resulting from the loss, delay, interception, corruption, or alteration of any Internet e-mail due to any reason beyond reasonable control. This agreement shall be governed by and construed in accordance with the laws of the State of Ohio without giving effect to conflict of law rules. If any portion of this agreement is found invalid, such finding shall not affect the enforceability of the remainder hereof, and such portion shall be revised to reflect the parties' mutual intention. This agreement shall not provide third parties with any remedy, cause, liability, reimbursement, claim of action or other right in law or in equity for any matter governed by or subject to the provisions of this agreement.

Conclusion. We are pleased to have the opportunity to provide consulting services to the Delaware County. We request that you review this letter carefully and, if they comport with your understanding of our respective responsibilities, please let us know.

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

**11
RESOLUTION NO. 26-158**

IN THE MATTER OF APPROVING PROFESSIONAL SERVICES AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND SAFE BUILT OHIO, LLC FOR INSPECTION AND PLAN REVIEW SERVICES:

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

WHEREAS, the Chief Building Official recommends approval of the agreement with SAFEbuilt OHIO, LLC;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the agreement with SAFEbuilt OHIO, LLC for inspection and plan review services, a copy of which is on file with the Clerk and shall be retained in accordance with the applicable records retention schedule.

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

**12
RESOLUTION NO. 26-159**

IN THE MATTER OF APPROVING A LETTER OF SUPPORT FOR STOCKHANDS HORSES FOR HEALING'S FUNDING APPLICATION FOR THE NEXT STATE CAPITAL BUDGET:

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

To Whom It May Concern:

We, the Delaware County Board of Commissioners, are writing to express our support for Stockhands Horses for Healing's funding application for the next State Capital Budget. They are seeking funds for Phase II of their Facility Expansion Project.

Since its founding in 2014, Stockhands has been an innovative and impactful presence in our community. They identified needs that few people realized existed: Using equine-assisted therapy to promote physical, developmental and emotional healing. Whether serving people with autism, military veterans who live with the effects of Post Traumatic Stress Disorder, or physically challenged residents, they have created a unique environment that continues to evolve and grow.

Last fall, through diligent and fiscally responsible fundraising, they completed Phase I of their expansion plan. This second and final phase will complete expansion of a reception and viewing area, as well as add ADA-compliant bathrooms, classrooms and meeting space. This expansion will enable them to serve more people from our local school districts, our court system and other nonprofit organizations.

We strongly encourage you to consider their funding application when allocating money in the next Capital Budget cycle. Stockhands Horses for Healing has proven itself to be a worthy steward of the funds with which it has already been entrusted and this next phase of their growth promises to yield even greater returns for our county and the Central Ohio region.

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

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13

RESOLUTION NO. 26-160

IN THE MATTER OF APPROVING A LETTER OF SUPPORT FOR COMMON GROUND FREE STORE’S FUNDING APPLICATION FOR THE NEXT STATE CAPITAL BUDGET:

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

To Whom It May Concern:

We, the Delaware County Board of Commissioners, are writing to express our support for Common Ground Free Store’s funding application for the next State Capital Budget. They are seeking funds that would enable them to build a new facility.

Common Ground Free Store was begun in 2006. Initially providing free clothing and household items, their mission has since expanded to provide meals for our neighbors in need. The new facility would not only continue to provide these services, but would also allow them to offer showers, laundry facilities, and collaborative space for healthcare providers.

It is no secret that Delaware County is one of the fastest growing counties in Ohio and will continue to be so for the foreseeable future. With growth comes need and Common Ground Free Store has played a critical role in serving the needs of our less fortunate residents.

We encourage you to support their application for state funding.

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

14

RESOLUTION NO. 26-161

IN THE MATTER OF WAIVING THE DELAWARE COUNTY PORTION OF TIPPING FEES AT THE SOLID WASTE TRANSFER STATION TO SUPPORT 2026 LITTER CONTROL CAMPAIGNS:

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

WHEREAS, the Delaware Public Health District has requested that the Board of County Commissioners waive its portion of the Solid Waste Transfer Station tipping fees in support of litter control campaigns; and

WHEREAS, these litter control campaigns include support of Keep Delaware County Beautiful, an affiliate of Keep America Beautiful to promote the Olentangy Watershed Clean Up and the Scioto River Sweep; and

WHEREAS, the Board of County Commissioners of Delaware County has waived its portion of Solid Waste Transfer Station tipping fees in support of these initiatives in past years;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Delaware County does hereby waive the Delaware County portion of the Solid Waste Transfer Station tipping fees in support of the aforementioned programs effective April 4, 2026 to June 30, 2026 for the Great American Clean Up, the Olentangy Watershed Clean Up in August 2026 and the Scioto River Sweep in the fall of 2026.

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

15

RESOLUTION NO. 26-162

IN THE MATTER OF APPROVING A VACATION AND RELEASE OF SANITARY SEWER EASEMENT FOR NORTHSTAR NEW COMMUNITY AUTHORITY:

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

WHEREAS, the Sanitary Engineer has received a request to vacate an existing sanitary sewer easement located on parcel number 51740005039000 along Woodruff Drive and noted on Northstar, Section 3, Phase A & B Plat of record in Official Record Volume 1540, Pages 867-880; and

WHEREAS, since the time of recording the easement on this parcel, the Sanitary Engineer has determined that an alternative sanitary sewer alignment is required, and a new easement has been granted, therefore, the existing easement is no longer necessary; and

WHEREAS, the Sanitary Engineer recommends approving a Vacation and Release of Sanitary Sewer Easement;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following Vacation and Release of Easement:

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VACATION AND RELEASE OF EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS THAT the undersigned Board of County Commissioners of Delaware County, Ohio hereby permanently surrenders, vacates, and releases the 20' Sanitary Easement granted to it by The NorthStar New Community Authority as noted on the Northstar, Section 3, Phase A & B Plat of record in Official Record Volume 1540, Pages 867-880, as corrected in that Affidavit of record in Instrument Number 2025-00028414, each in the Recorder's Office, Delaware County, Ohio, such surrendered, vacated, and released easement being described and depicted on Exhibit "A" attached hereto.

Further, the undersigned hereby authorizes and directs the Delaware County Recorder to record this Vacation and Release of Easement in the County Records.

IN WITNESS WHEREOF, the undersigned has caused this Vacation and Release of Easement to be executed on the date written below.

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

16
MONTHLY SANITARY APPROVAL UPDATE

17
ADMINISTRATOR REPORTS

CA Davies and DCA Huston – Nothing to report.

18
COMMISSIONERS' COMMITTEES REPORTS

Commissioner Lewis– EMA Director McCarthy traveled to Washington DC and met with staff from the Ohio Senate Offices.

Commissioner Merrell – attended a CORSA meeting, discussing cyber security

Commissioner Benton – attended a CEBCO meeting last week. He will be attending a MORPC Executive meeting later today.

19
RESOLUTION NO. 26-163

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

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

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

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

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

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

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

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

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

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RESOLUTION NO. 26-164

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

Jeff Benton

Barb Lewis

Gary Merrell

Jennifer Walraven, Clerk to the Commissioners