

COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 9, 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. 26-471

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 29, 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 June 29, 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 Mrs. Lewis aye Mr. Merrell aye Mr. Benton aye

2
PUBLIC COMMENT – No Public Comment

3
RESOLUTION NO. 26-472

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0708, *MEMO TRANSFERS IN BATCH NUMBERS MTAPR0708*:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR0708, *memo transfers in batch numbers MTAPR0708*, and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO’ Increase			
P2601180	Enterprise	10011105-5335	\$9,400.00
P2601180	Enterprise	10011301-5335	\$28,200.00
P2601180	Enterprise	10030301-5335	\$1,450.00
P2641305	Enterprise	20411305-5335	\$2,700.00
P2601180	Enterprise	22411605-5335	\$3,300.00
P2600998	Robertson Construction	42011438-5410	\$38,948.00
P2601285	Black & Veatch Cor	66711900-5410	\$252,317.00
P2600747	Comp Management	61311923-5370	\$100,000.00

PR Number	Vendor Name	Line Desc	Account	Amount
R2602933	RESCARE OHIO INC	Foster Care SFY27	22511607 - 5350	\$7,200.00
R2603485	FRIENDS SERVICE CO INC	FURNITURE PHASE 1 - WILLIS BUILDING RENOVATIONS	42011438 - 5410	\$95,126.48
R2603533	PEDIATRIC EMERGENCY STANDARDS INC	HANDTEVY SOFTWARE SUBSCRIPTION	10011160 - 5321	\$28,377.07
R2603605	ELITAIRE LLC	HVAC - CARNEGIE BUILDING RENOVATIONS	42011438 - 5410	\$203,995.00
R2603608	HONEYWELL INTERNATIONAL INC	CONNECT NEW BOILERS TO BUILDING CONTROLS - JAIL	40111402 - 5410	\$10,298.40
R2603650	GGC WHOLESALE	CARPET	40111402 - 5410	\$98,859.90

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	FLOORING LLC	REPLACEMENT - COURTHOUSE 300 & 500 LEVELS		
R2603720	ITA INC	AUDIO VISUAL RENTAL - 2027 STATE OF THE COUNTY	10011102 - 5335	\$9,541.25
R2603739	MAINTAINX INC	SOFTWARE MAINTENANCE MANAGEMENT	10011105 - 5320	\$9,996.00
R2603741	LAKESIDE EQUIPMENT CORP	REPLACEMENT SHAFT AND PARTS FOR ACWRF FINE SCREEN	66211900 - 5228	\$31,715.00
R2603746	OWENS ELECTRIC COMPANY	ELECTRICAL INSTALL UPGRADE	10011303 - 5328	\$33,117.00
R2603747	BERLIN TOWNSHIP TRUSTEES	2026 LEASE AGREEMENT	10011303 - 5335	\$18,500.00
R2603757	PARR PUBLIC SAFETY	HAVIS DASH MOUNTS - 2024 & 2025 AMBULANCE ORDER	42311453 - 5450	\$5,298.40
R2603784	GENUINE PARTS COMPANY	A C CHARGING SYSTEM - SERVICE CENTER	42311453 - 5450	\$6,550.00

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

4
RESOLUTION NO. 26-473

IN THE MATTER OF CANCELING THE DELAWARE COUNTY COMMISSIONERS’ SESSIONS SCHEDULED FOR THURSDAY JULY 23, 2026; THURSDAY AUGUST 6, 2026; THURSDAY AUGUST 20, 2026; AND MONDAY AUGUST 31, 2026:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to cancel the Delaware County Commissioners’ sessions scheduled for Thursday July 23, 2026; Thursday August 6, 2026; Thursday August 20, 2026; and Monday August 31, 2026.

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

5
RESOLUTION NO. 26-474

IN THE MATTER OF A TRANSER OF LIQUOR LICENSE TO MADHURA SPIRITS LLC, JOE’S PUB POWELLAND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

WHEREAS, the Ohio Division of Liquor Control has notified the Delaware County Board of Commissioners of a request for a transfer of a D5 license from AJ1 LLC, Joes Tap House 9890 Brewster Lane, Powell 43065 to Madhura Spirits LLC, Joe’s Pub House 9890 Brewster Lane, Powell, 43065; and

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

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

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

6
RESOLUTION NO. 26-475

IN THE MATTER OF APPROVING A TRAVEL EXPENSE REQUEST:

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

The Regional Sewer District is requesting that Nathan Givens attend a One Water Technical Conference and Expo at First Financial Convention Center, Cincinnati from August 17, 2026, to August 19, 2026; at the cost of \$1,410.00.

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

7
RESOLUTION NO. 26-476

IN THE MATTER OF SETTING DATE AND TIME FOR VIEWING AND PUBLIC HEARING FOR CONSIDERATION OF THE DRAINAGE IMPROVEMENT PETITION FOR THE BUTLER RUN WATERSHED, FILED BY WILLIAM THOMAS FITZGERALD:

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

WHEREAS, on May 12, 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 William Thomas Fitzgerald, to:

- 1. Generally improve the drainage, both surface and subsurface, to a good and sufficient outlet, by replacing, repairing, or altering the existing improvement as required and/or creating new surface and subsurface drainage mains or laterals, as requested, by this petition.
- 2. In Delaware County, Kingston Township, within the Butler Run watershed 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;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners that **Monday September 14, 2026, at 10:00A.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 December 7, 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 Mr. Benton aye Mr. Merrell aye Mrs. Lewis aye

8
RESOLUTION NO. 26-477

IN THE MATTER OF SETTING DATE AND TIME FOR VIEWING AND PUBLIC HEARING FOR CONSIDERATION OF THE DRAINAGE IMPROVEMENT PETITION FOR THE ROOF MAIN A (#1415) WATERSHED, FILED BY MITCHELL SMUCKER:

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

WHEREAS, on June 17, 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 Mitchell Smucker, to:

- 1. Generally to vacate the existing improvement and easement known as Roof Main A (#1415) from Station 109+40 to Station 112+15 of the original improvement upon approval of the construction of the proposed new alignment and easement for the relocation improvement.
- 2. In Delaware County, Kingston Township, within the Roof Main A watershed from Station 109+40 to Station 112+15 of the Roof Main A drainage maintenance project.

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;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners that **Monday September 14, 2026, at 10:30A.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 December 7, 2026, at 1:30P.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.

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

9
RESOLUTION NO. 26-478

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, RYAN D. CROSSLEY, KOOPERMAN MENTEL CROSSLEY YAROSS, LTD, REQUESTING ANNEXATION OF 0.427 ACRES OF LAND IN DELAWARE TOWNSHIP TO THE CITY OF DELAWARE:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to acknowledge that on July 1, 2026, the Clerk to the Board of Commissioners received a petition requesting annexation of 0.427 acres of land from Delaware Township to the City of Delaware.

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

10
JEFF FISHEL, DIRECTOR OF EMERGENCY MEDICAL SERVICES
RETIREMENT TRIBUTE
LT. BRAD FISCHER
MORE THAN 31 YEARS OF SERVICE WITH DELAWARE COUNTY

11
RESOLUTION NO. 26-479

IN THE MATTER OF APPROVING THE AGREEMENT WITH PEDIATRIC EMERGENCY STANDARDS, INC., FOR HANDTEVY SOFTWARE:

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

WHEREAS, the Delaware County Director of Emergency Medical Services and staff recommend approval of the agreement with Pediatric Emergency Standards, Inc., for Handtevy software; and

WHEREAS, Pediatric Emergency Standards, Inc. has provided a three-year service quote which includes annual access to Handtevy Mobile, access to Medication Management Software, unlimited clinical updates, and clinical and technical support, as detailed below for use by the departments participating in the Delaware County Pre-Hospital Care Board:

Quote Handtevy

Company Info:	Pediatric Emergency Standards, Inc. 11860 State Rd 84 Suite B1 Davie, FL 33325	Expiration Date:	5/23/2026
		Quote Number:	Q-22987
Phone:	(954) 944-1114		
FAX:	(954) 653-3792		
Account Name:	Delaware County Pre-Hospital Care Board 101165	Client Contact:	Rachael Cox Ashley Miro
Account #:		Account Rep:	

Bill To:	10. Court St Delaware, OH 43015	Ship To:	6305 Frost Road Westerville, OH 43082
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Product Code	Description	Due Date	Quantity	List Price	Unit Price	Total
HMPA2025MY	Annual access to Handtevy Mobile. Access to Medication Management Software, Unlimited Clinical Updates Included, Clinical and Technical	4/19/2026	1.000	\$561.30	\$561.30	\$561.30
HMPA2025MY	Annual access to Handtevy Mobile. Access to Medication Management Software, Unlimited Clinical Updates Included, Clinical and Technical	12/19/2026	1.000	\$27,815.77	\$27,815.77	\$27,815.77
HMPA2025MY	Annual access to Handtevy Mobile. Access to Medication Management Software, Unlimited Clinical Updates Included, Clinical and Technical	12/19/2027	1.000	\$28,650.24	\$28,650.24	\$28,650.24

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Total Price	\$57,027.31
Tax	\$0.00
Shipping and Handling	\$0.00
Total Due Now	\$561.30

To place an order, please email or fax a copy of the signed Quote and Purchase Order to: accounting@handtevy.com or (954) 944-1114.

PES requires execution of a Purchase Order for all sales above \$5,000 before applicable freight and taxes. The undersigned, on behalf of Customer, represents that he or she has the authority to sign this Quote and/or Purchase Order, and is bound hereby and agrees to the terms, conditions and pricing denoted and attached. Taxes, shipping and handling fees are estimates only and are subject to change at the time of order. Customer may provide PES with a tax exemption certificate, if applicable.

It is our customers responsibility to provide the most up-to-date and accurate protocol set. Additional fees will apply in the event a protocol set was submitted in error once customization has been initiated.

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners hereby approves the following agreement with Pediatric Emergency Standards, Inc.:

PDF of Handtevy contract terms

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PEDIATRIC EMERGENCY STANDARDS, INC.
TERMS AND CONDITIONS

1. DEFINITIONS.

- a. "Agreement." The Quote, these Terms and Conditions, and the Purchase Order or the signed Quote and these Terms and Conditions shall constitute an agreement of the parties and be collectively referred to as the "Agreement."
- b. "Customer" shall be identified as such on the Quote.
- c. "Customer Data" means data entered by Customer relating to its patients that is entered into or transmitted through the PES Apps.
- d. "Customer Protocols" means the medical practices, protocols, and guidelines adopted or used by Customer for patient care, including all drug concentrations, drug dosages, equipment sizes, and other practices adopted by Customer, formally or informally, from time to time.
- e. "Customized" or "Customization" means changes to the PES Apps created by PES at Customer's request and for Customer's benefit in order for Customer to operate the PES Apps in a manner consistent with Customer's Protocols.
- f. "Customized Offerings" means the PES Offerings that have been approved by Customer after Customization.
- g. "Effective Date" means the date Customer delivers a signed Purchase Order to PES.
- h. "Initial Term" means the thirteen (13) month period commencing on the Effective Date.
- i. "PES" means Pediatric Emergency Standards, Inc.
- j. "PES Apps" means the software application(s) licensed by Customer pursuant to this Agreement as referenced on the Quote.
- k. "PES Materials" means any durable goods provided by PES to Customer as identified in the Quote.
- l. "PES Offerings." The PES Apps, the PES Materials, and the PES Services are sometimes collectively referred to as the "PES Offerings."
- m. "PES Services" means professional services provided by PES to Customer as identified in the Quote, which may include Customization, education and training courses, and other support services.
- n. "Purchase Order" means a document signed by Customer evidencing acceptance of the Quote.
- o. "Quote" means an offer by PES to provide certain PES Offerings at a price and on terms set forth therein and in these Terms and Conditions. These Terms and Conditions are incorporated into the Quote.
- p. "Renewal Term" means a twelve (12) month period commencing on an anniversary of the Subscription Start Date in the event that Customer elects to renew this Agreement pursuant to Section 7(a) below.
- q. "SaaS" means software-as-a-service.
- r. "Subscription Start Date" means the date that is (i) thirty (30) days after the Effective Date, or (ii) such earlier date as agreed to in writing by PES and Customer.
- s. The "Term" shall begin on the Effective Date and continue until this Agreement is terminated or not renewed by either party in accordance with Section 7 below.
- t. "User" means any individual that is an employee of or is or works for a contractor of Customer and that uses PES Offerings, whether authorized by Customer to do so or not.

2. LICENSE.

- a. License Grant. Subject to the terms of this Agreement, beginning on the Effective Date and during the Term, PES grants Customer a personal, non-exclusive license to access and use the PES Offerings. With respect to PES Apps, such license shall be in object code form only.
- b. Customization. Clinical guidelines and related clinical content contained in the PES Offerings must be approved by Customer pursuant to the Customization process prior to use in connection with patient care. Between the Effective Date and the Subscription Start Date is a thirty (30) day grace period during which Customer shall complete the Customization process. Both PES and Customer will make reasonable efforts to ensure that Customer is "live" on the PES Apps as quickly as possible, however, in no event will the Subscription Start Date be modified for implementation delays due to Customer. Customer shall have an ongoing obligation to monitor and update the Customized Offerings to ensure consistency with Customer's Protocols, as Customer's Protocols may evolve over time. Customer shall submit a written request to PES for prompt revision and

updating of the Customized Offerings when Customer or its medical staff, employees and/or contractors make modifications to Customer's Protocols.

- c. Improvements. Customer agrees that any improvements or modifications to the PES Offerings shall belong to PES. Customer hereby grants, transfers and assigns (and agrees to grant, transfer and assign) to PES any and all of Customer's right, title and interest in and to such improvements or modifications. PES shall not be restricted in any manner in its use of any intellectual property created by it hereunder for Customer. The foregoing grant, transfer and assignment (and agreement to grant, transfer and assign) also applies to any enhancement or improvement recommended orally or in writing by Customer to PES.
- d. Exclusions. The foregoing license does not include the right to, and Customer has no right to: (i) decompile, reverse engineer, disassemble, print, copy or display the PES Offerings in whole or in part or otherwise reduce the PES Apps to a human perceivable form in whole or in part; (ii) publish, release, rent, lease, sublicense, loan, sell, distribute or transfer all or any portion of the PES Offerings to another person or entity; (iii) use or reproduce the PES Offerings for the use or benefit of anyone other than in connection with Customer's business enterprise; (iv) alter, modify or create derivative works of the PES Offerings in whole or in part; (v) use or permit the use of the PES Offerings for commercial time-sharing arrangements or providing service bureau, data processing, rental, or other services to any third party, or (vi) use the PES Offerings or any part or aspect thereof for any unlawful purpose or to mislead or harass anyone. Use of or access to the PES Offerings in violation of the terms hereof is strictly prohibited. The rights granted Customer hereunder do not constitute a sale of any PES Offerings. PES retains all right, title, and interest in and to the PES Offerings, including without limitation all software used to provide the PES Apps (and access via the SaaS), all graphics, user interfaces, logos and trademarks reproduced through the SaaS, and all goodwill associated with any of the foregoing, except to the limited extent of Customer's license during the Term as set forth herein. Customer's permission to access or use the PES Offerings may be limited or suspended immediately if, in PES's discretion, this Section or any other provision of this Agreement has been violated by Customer or any of its Users. Customer agrees that a violation of this Section will cause PES irreparable and immediate harm, and that PES is entitled to injunctive relief to prevent such violation. Customer recognizes that the PES Offerings are protected by copyright and other laws.

3. FEES.

- a. Fees. Throughout the Term, Customer shall pay PES the fees and other amounts (collectively, "Fees") for the PES Offerings as set forth in the Quote. Certain amounts set forth in the Quote, such as applicable taxes, duties, and shipping and handling fees for PES Materials, are estimates and may be subject to final pricing at the time of delivery. If applicable to Customer's business, Customer may provide PES with a tax exemption certificate.
- b. Payment. In the case of PES Apps, Fees shall be due in full on the Subscription Start Date and each anniversary thereof. In the case of courses, payment must be made IN FULL at least twenty-four (24) hours prior to the course start time. In all other cases, Fees are due within thirty (30) days of invoice.
- c. Suspension of Services. PES may suspend Customer's access to and use of the PES Offerings if Customer fails to timely remit payment or is otherwise in material default hereunder. Any notices of default/termination and suspension may be combined.
- d. Discounts. Items or services listed at no charge on a Quote are included as part of a package discount or a subscription offering. Customer is responsible for appropriately allocating the discount extended on package pricing when fulfilling any reporting obligations.
- e. Fee Increases for PES Apps. Fees for PES Apps may increase by up to five percent (5%) each year, in the sole discretion of PES. Customer will be notified of any Fee increase at least thirty (30) days prior to the end of the Initial Term or Renewal Term, as applicable.
- f. Fee Increases for PES Materials or PES Services. PES may institute Fee increases for PES Materials and/or PES Services without notice to its

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customers. Any such Fee increases would not be retroactively applied.

- g. **Taxes and Fees.** Fees payable to PES are exclusive of all foreign, federal, state, and local taxes, including, without limitation, applicable sales, use, duty, customs, withholding, property, value-added, or similar sales-like taxes, tax-like charges, fees and liabilities, and credit card processing fees (but not including taxes based on PES's income) ("**Taxes and Fees**"), all of which shall be the responsibility of Customer. To the extent permitted by applicable law, Customer is responsible for and will remit (or will reimburse PES upon PES's request) such Taxes and Fees as may be paid by PES on Customer's behalf.
- h. **Appropriation of Funds.** If Customer is a city, county or other government entity, the parties agree that Customer may terminate the PES Apps and PES Services at the end of the Customer's fiscal term for a failure by Customer's governing body to appropriate sufficient funds to enable Customer to acquire the PES Apps and/or PES Services for the next fiscal year. Notwithstanding the foregoing, this provision shall not excuse Customer from past payment obligations or other Fees earned and unpaid as of the end of such Customer's fiscal term. Moreover, Customer agrees to provide PES with reasonable documentation evidencing such non-appropriation of funds.
- i. **Third Party Payer.** If a third party pays some or all Fees on behalf of Customer ("**Third Party Payer**"), the Third Party Payer must submit a Purchase Order directly. Customer shall immediately pay (and shall remain jointly and severally liable) for payment if the Third party Payer does not timely pay the Fees.
- j. **Late Fees.** In the event that any Fees are not paid within thirty (30) days of when due, such overdue amounts may, in the sole discretion of PES and to the extent permitted by applicable law, accrue interest until paid in full at a rate equal to the lesser of (i) one and one-half (1.5%) percent per month, or (ii) the maximum legal rate. Customer's payment will not waive or extend any obligation of Customer to make ongoing payments, as and when due.
- k. **Audit Rights.** PES may reasonably audit Customer's use of the PES Offerings and charge Customer a higher Fee if Customer's usage includes facilities, Users, patient populations, or services beyond the scope determined in development of the Quote.
- l. **Supplemental Quotes and Purchase Orders.** PES and Customer may execute and exchange additional or supplemental Quotes and/or Purchase Orders that will be subject to these Terms and Conditions and become part of this Agreement.
- 4. **DELIVERY.**
 - a. **PES Apps.** PES shall provide Customer access to PES Apps through a reasonable system of electronic downloads. PES shall grant Customer access promptly following completion of the Customization process.
 - b. **PES Materials.** Delivery dates for PES Materials are not guaranteed. In the absence of shipping instructions from Customer, PES will obtain shipping rates on the Customer's behalf and for Customer's account. Delivery shall be FOB PES, point of shipment, and title and risk of loss shall pass to the Customer once delivered to Customer's point of shipment. PES will not be liable for any loss or damage of any kind due to delays in delivery or non-delivery resulting from any cause including, but not limited to, acts of God, labor disputes, governmental authority or edict, war, civil unrest, terrorist acts, delays in manufacture, failure of Customer to obtain any required license or permit, or the inability of PES to obtain goods from its usual sources. Any such delay shall not be considered a breach of any obligation by PES, and the delivery dates shall be extended for the length of such delay.
- 5. **SERVICE LEVEL AGREEMENT.**
 - a. **Hosting.** PES shall be responsible for hosting and managing PES Apps.
 - b. **Service Level Agreement.** For each calendar month during the Term, PES shall use commercially reasonable efforts to ensure that the PES Apps accessed by Customer via SaaS will maintain a level of uptime equal to or better than ninety-nine percent (99%) (the "**Service Level Agreement**" or "**SLA**"). "**Uptime**" will be calculated using the following formula: $\text{Uptime} = (T - \text{TNF}) \times 100 / T$ where "T" is the total number of hours that the PES App(s) is typically used per month (determined by multiplying the number of hours per day that the PES App(s) is typically used by the number of days per week that the PES App(s) is typically used, and multiplying the result by 4-5 weeks in a month), and "TNF" is the number of hours the PES App(s) or any component of the PES App(s) licensed by Customer under the applicable Purchase Order is not functional or otherwise unavailable

during the month for any reason other than Scheduled Downtime (as defined below) or as a result of the Permitted Exclusions (as defined below) (the hours calculated will only include those hours that the such PES Apps would typically be in use). If any material portion of the total functionality of the PES Apps(s) is unavailable for operational use, the PES App(s) will be considered down from the time that Customer notifies PES that a PES App(s) is non-functional and the time that such PES App(s) is serviced and made available for use. A minimum of ninety-nine percent (99%) performance is based on the network hardware being operational.

A PES App will be not considered down if the reason for the unavailability is a result of: (i) Scheduled Downtime or (ii) a Permitted Exclusion.

If the SLA is not met in any calendar month (other than as a result of Scheduled Downtime or a Permitted Exclusion), PES shall provide Customer, as its sole and exclusive remedy, a credit equal to two percent (2%) of the prorated monthly Fee for the month that the PES App(s) was unavailable (the "**Prorated Monthly Fee**"), plus an additional one percent (1%) of the Prorated Monthly Fee for each one percent (1%) that applicable Uptime is less than 99%, up to an aggregate maximum credit of six percent (6%) of the Prorated Monthly Fee. PES shall calculate Uptime and any service level downtime using its system logs and other records.

- c. **Scheduled Downtime.** If PES determines that it must intentionally interrupt the PES Apps or that there is a potential for the PES Apps to be interrupted to conduct system maintenance (collectively, "**Scheduled Downtime**"), PES will use good-faith efforts to notify Customer of such Scheduled Downtime at least forty-eight (48) hours in advance, and will use commercially reasonable efforts to ensure that Scheduled Downtime occurs during the hours of 12:00 a.m. to 6:00 a.m. Central Time.
- d. **Permitted Exclusions.** Notwithstanding any other provision of this Agreement to the contrary, performance issues resulting from any of the following shall be considered a "**Permitted Exclusion**" for purposes of the SLA: (i) any force majeure or other event caused by factors outside of PES's reasonable control; (ii) any actions or inactions of Customer or any third parties; (iii) any third party or Customer-provided network, hardware, device or equipment failure; or (iv) general Internet operations problems. PES shall only be responsible for hardware and software upon which its PES Apps are hosted and its internet service provider up to the point its internet service provider connects with the public internet. Customer-provided network hardware support (i.e. file servers, workstations, hubs, routers, etc.) is the responsibility of Customer.
- e. **Customer Must Request Service Credit.** To receive a credit pursuant to Section 5(b), Customer must notify PES by email or otherwise in writing of its request, with receipt confirmation, within thirty (30) days of service interruption.
- 6. **CUSTOMER DATA/PRIVACY.**
 - a. **Ownership and Use of Data.** Except as provided below, unless it receives Customer's prior written consent, PES shall not: (i) access, process, or otherwise use Customer Data; or (ii) intentionally grant any third party access to Customer Data, including without limitation, PES's other customers, except PES subcontractors that are subject to a reasonable nondisclosure agreement. As between PES and Customer, all Customer Data shall be owned by Customer. Notwithstanding the foregoing, PES may use and disclose Customer Data to fulfill its obligations under this Agreement or as required by applicable law or by proper legal or governmental authority. To the extent that it is not prohibited from doing so by law or the terms of such legal or governmental demand, PES shall give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense.
 - b. **Anonymized Data.** Notwithstanding any provision herein, PES may use, reproduce, license, or otherwise exploit Anonymized Data, provided that Anonymized Data does not contain and is not PHI (as defined in the Health Insurance Portability and Accountability Act or 1996 and its related regulations, as each may be amended). "**Anonymized Data**" means Customer Data with PHI and the names and addresses of Customer and its Users removed.
- 7. **TERM; TERMINATION.**
 - a. **Renewal Upon Payment of Fees.** Thirty (30) days prior to each anniversary of the Subscription Start Date, PES shall invoice Customer for Fees for the next twelve (12) month period. Payment of such Fees by Customer shall constitute a renewal of this Agreement for an additional twelve (12) month Renewal Term, during which time this Agreement may only be terminated

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- either (i) by mutual agreement of the parties, or (ii) for Cause pursuant to Section 7(c) below.
- b. **Non-Renewal.** Customer may elect not to pay Fees for a Renewal Term, in which event this Agreement and Customer's access to the PES Apps shall terminate at the end of the Initial Term or Renewal Term then in effect. PES may elect not to renew this Agreement for a Renewal Term by providing Customer with at least thirty (30) days advance written notice, in which event this Agreement and Customer's access to the PES Apps shall terminate at the end of the Initial Term or Renewal Term then in effect.
 - c. **Termination for Cause.** Either party may terminate this Agreement, and Customer's use of the PES Offerings, for "Cause" in the event that:
 - i. Either party breaches a material provision of this Agreement (which shall include non-payment of Fees) and such breach is not cured within 30 days after written notice is provided to the breaching party. Customer's access to the PES Offerings may be suspended during the 30-day cure period if the breach would cause potential damage to PES or otherwise renders Customer's continued use thereof unsafe;
 - ii. Either party files a petition in bankruptcy, whether voluntary or involuntary, or an assignment for the benefit of creditors, in which event termination shall be effective immediately; or
 - iii. Customer breaches or threatens to breach any of the provisions of: (A) Section 2(d) with respect to exclusions to Customer's license hereunder; or (B) Section 10 regarding confidentiality. Termination pursuant to this Section 7(c)(iii) shall be immediate upon written notice by PES.
 - d. **Purchase Order Cancellation or Change.** After the Effective Date, Purchase Orders may not be cancelled, changed, suspended or deferred without the express, written consent of PES. Customer agrees to pay all Fees and costs associated with any cancellation, change, suspension or deferral of a Purchase Order including, without limitation, for PES's Customization work and PES's efforts to mitigate damages. If PES agrees to allow cancellation of a Purchase Order, then this Agreement shall terminate as of the date of such mutual agreement, otherwise, this Agreement and Customer's obligation to pay Fees shall continue for the remainder of the Term.
 - e. **Returns.** PES Materials may be returned for a refund within thirty (30) days of the delivery date; provided, that returned PES Materials will not be accepted if they have been used or are not in good condition. Customized PES Offerings are non-refundable. If accepted, returned PES Materials are subject to a fifteen percent (15%) restocking fee. Return shipping fees are Customer's responsibility. If Customer desires to return PES Materials, Customer must first call PES Customer Service at 866.867.3192 and obtain a Return Goods Authorization Number (RGA#). Customer must then repackage PES Materials and mail them to Pediatric Emergency Standards, Inc., 11870 State Road 84, Suite C5, Davie, Florida 33325. PES Materials that are returned without prior authorization will be refused, and the carrier will charge Customer freight in both directions. If PES accepts returned items and issues a refund pursuant to this Section, then this Agreement shall terminate as of such refund date.
 - f. **Effect of Termination.** Upon any termination of this Agreement pursuant to this Section 7, Customer's license to use and access to the PES Offerings will immediately cease and all Fees due hereunder shall be immediately due and payable; provided, however, that, in the event Customer terminates this Agreement pursuant to Section 7(c)(i) as a result of an uncured breach by PES or pursuant to Section 7(c)(ii) in the event PES files a petition in bankruptcy or makes an assignment for the benefit of creditors, then Customer shall be relieved of any further obligation to pay Fees and PES shall refund to Customer prorated Fees already paid by Customer for the remainder of the Term. The applicability of certain provisions in this Agreement shall survive termination as set forth in Section 18(e) below.
 8. **SERVICE AND REPAIRS.** Updates to the PES Apps shall be made available to Customer at no additional charge. All service and/or repairs are performed wholly or in part at the discretion of PES. PES Materials damaged in delivery will be replaced at no cost to the Customer. Damage caused by wear and tear, abuse or accident is at the expense of Customer. The remedies provided herein are exclusive.
 9. **DISCLAIMERS.**
 - a. **Disclaimer of Warranties.** EXCEPT AS PROVIDED HEREIN, THE PES OFFERINGS ARE PROVIDED ON AN "AS IS" BASIS, AND PES EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES RELATED THERETO, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND OTHERWISE.
 - b. **Disclaimers regarding Technology.** Customer acknowledges that accessing data online involves risks of unavailability of information and Customer assumes such risks. Customer has sole responsibility for obtaining, maintaining and securing its connections to the Internet. PES makes no representations to Customer regarding the reliability, performance or security of any network or provider. PES cannot control the flow of data to or from its network and other portions of the internet as such flow depends, in large part, on the performance of internet service providers or third parties. At times, actions or inactions of such third parties may impair or disrupt Customer's connections to the internet (or portions thereof). Accordingly, PES disclaims any and all liability resulting from or related in any way to any unavailability of a PES App, including as a result of Scheduled Downtime or a Permitted Exclusion, and Customer acknowledges that its sole remedies in any such event are as set forth in Section 5(b). For these reasons, Customer further agrees to instruct its Users and all medical personnel to have hard copies of Customer's Protocols and the PES Materials or other backup options immediately available at all times in case access to the PES Apps is interrupted or otherwise becomes unavailable.
 - c. **Disclaimers regarding Clinical Content.**
 - i. PES makes no representations or warranties with respect to the clinical content contained in the PES Offerings and in the Customized Offerings approved by Customer.
 - ii. Clinical guidelines and related clinical content contained in the PES Offerings must be approved by Customer pursuant to the Customization process prior to use in connection with patient care. Customer shall have an ongoing obligation to monitor and update the Customized Offerings to ensure consistency with Customer's Protocols, as Customer's Protocols may evolve over time. Customer shall submit a written request to PES for prompt revision and updating of the Customized Offerings when Customer or its medical staff, employees and/or contractors make modifications to Customer's Protocols.
 - iii. Customer hereby acknowledges that the Customized Offerings are not a substitute for the judgment of licensed medical professionals. The Customized Offerings are tools that may assist medical professionals in the delivery of care to patients. All medical judgments are reserved to licensed clinicians. Failure to render care consistent with recognized standards of care may result in injury to the patient.
 - iv. Customer must determine for itself whether the PES Offerings will meet its needs, and PES makes no representations or warranties in that regard.
 10. **CONFIDENTIALITY.**
 - a. **Confidential Information.** For purposes of this Agreement, the term "Confidential Information" means: (i) any non-public information of PES or Customer including, without limitation, information regarding the PES Offerings, information relating to current and planned products and services of PES and its technology, techniques, know-how, research, engineering, designs, finances, accounts, procurement requirements, manufacturing, customer lists, business forecasts and marketing plans; (ii) PES's security controls, policies, procedures, audits, or other information concerning PES's internal security posture; (iii) patient information obtained by Customer; (iv) any other information of a party that is disclosed in writing and is conspicuously designated as "Confidential" at the time of disclosure or that is disclosed orally and is identified as "Confidential" at the time of disclosure; and (v) this Agreement, including the Quote. Notwithstanding the foregoing, Confidential Information does not include information that: (A) is in the other party's possession at the time of disclosure; (B) is independently developed without use of or reference to Confidential Information; (C) becomes known publicly, before or after disclosure, other than as a result of a party's improper action or inaction; (D) is approved for release in writing by the disclosing party; or (E) is required to be disclosed by law.
 - b. **Nondisclosure.** The parties shall not use Confidential Information for any purpose other than to fulfill their respective obligations under this Agreement. Each party: (i) shall ensure that its employees or contractors are bound by confidentiality obligations no less restrictive than those contained herein; and (ii) shall not disclose Confidential Information to any third party without prior written consent from the disclosing party. Without

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limiting the generality of the foregoing, the receiving party shall protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. A receiving party shall promptly notify the disclosing party of any misuse or misappropriation of Confidential Information of which it becomes aware.

- c. Injunction. Customer agrees that breach of this Section would cause PES irreparable injury, for which monetary damages would not provide adequate compensation. In such instance, PES will be entitled to injunctive relief against such breach or threatened breach, without PES proving actual damages or posting a bond or other security, provided that if a judge determines that a bond is required, the parties agree that One Thousand Dollars (\$1,000) shall be a reasonable bond.
- d. Open Records Laws and other Disclosure Requests. PES acknowledges that Customer may be required to disclose certain Confidential Information if mandated by court order or, in the case of a Customer that is a governmental entity, pursuant to applicable open records laws or lawful public records requests. At such time as Customer becomes aware that it may be required to disclose Confidential Information, it agrees to (i) provide PES with prompt written notice in order to allow PES to protect its Confidential Information, object to the disclosure, and/or to seek a protective order, and (ii) cooperate with PES in such efforts. In addition to the obligations of this Section with respect to Confidential Information generally, Customer agrees to provide additional protection to PES source code information pursuant to Section 10(c) below.
- e. Source Code. THE SOURCE CODE FOR THE PES APPS SHALL BE CONSIDERED HIGHLY CONFIDENTIAL INFORMATION UNDER THIS AGREEMENT AND MAY NOT, UNDER ANY CIRCUMSTANCE, BE DISCLOSED BY CUSTOMER TO ANY THIRD PARTY EXCEPT PURSUANT TO A VALID COURT ORDER.
- f. Return of Confidential Information. Immediately upon termination of this Agreement or upon request, each party agrees to promptly return all Confidential Information and copies thereof belonging to the other party. If Customer is a governmental entity and required to retain certain Confidential Information after termination of this Agreement, then Customer shall retain only that portion of the Confidential Information that it is strictly required to retain under applicable law, return all other information to PES, and execute a reasonable non-disclosure agreement in connection with the retained Confidential Information.

11. INFRINGEMENT.

- a. IP Infringement. PES shall defend and indemnify Customer from any damages, costs, liabilities, expenses (including reasonable and actual attorney's fees) actually incurred or finally adjudicated as to any third party claim or action alleging that the PES Apps infringe or misappropriate any third party's patent, copyright, trade secret or other intellectual property rights enforceable in the applicable jurisdiction (each a "Claim").
- b. IP Remedies. If any PES Offering becomes, or in PES's opinion is likely to become, the subject of an infringement or misappropriation claim, PES may, at its option and expense, either (i) procure for Customer the right to continue using such PES Offering; (ii) replace or modify the PES Offering so that it becomes non-infringing; or (iii) terminate Customer's right to use the PES Offering and issue Customer a refund for any Fees for periods after such termination. Notwithstanding the foregoing, PES will have no obligation or otherwise with respect to any infringement or misappropriation claim based upon: (A) any use of the PES Apps not in accordance with this Agreement or for purposes not intended by PES; (B) any use of the PES Offerings in combination with other products, equipment, software, or data not supplied or authorized by PES, (C) any use of any release of the PES Apps other than the most current release made available to Customer at no additional charge; or (D) any modification of a PES Offering made by any person other than PES or an authorized representative or agent thereof. In any such case Customer will defend PES from any such claim against PES.
- c. Sole IP Liability. This Section is PES's sole obligation and liability, and Customer's sole remedy, for potential or actual intellectual property infringement relating to the PES Offerings.
- d. Procedures. The party seeking indemnification (the "Indemnified Party") must give prompt written notice of such Claim to the other party (the "Indemnifying Party"), accompanied by copies of any written documentation regarding the Claim received by the Indemnified Party. The Indemnifying Party shall compromise or defend, at its own expense and with its own counsel, any such Claim. The Indemnified Party will have the

right, at its option, to participate in the settlement or defense of any such Claim, with its own counsel and at its own expense; provided, however, that the Indemnifying Party will have the right to control such settlement or defense. The Indemnifying Party will not enter into any settlement that imposes any liability or obligation on the Indemnified Party without the Indemnified Party's prior written consent. The parties will cooperate in any settlement or defense and give each other full access to all relevant information, at the Indemnifying Party's expense.

- 12. **GOVERNMENT REGULATIONS**. Each party agrees to comply with all applicable import, export and anti-corruption statutes and regulations of the United States in connection with the manufacture, sale and distribution of the PES Offerings including, without limitation, the Foreign Corrupt Practices Act.

13. LIMITATION OF LIABILITY.

- a. LIMITATION OF DAMAGES. UNDER NO CIRCUMSTANCES SHALL PES OR CUSTOMER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES, INCLUDING CLAIMS FOR DAMAGES FOR LOST PROFITS, GOODWILL, USE OF MONEY, INTERRUPTED OR IMPAIRED USE OF THE PES OFFERINGS, AVAILABILITY OF DATA, STOPPAGE OF WORK, OR IMPAIRMENT OF OTHER ASSETS.
- b. LIMITATION OF LIABILITY. PES'S MAXIMUM LIABILITY FOR ALL CLAIMS OF LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED FIVE (5) TIMES THE FEES PAID BY OR ON BEHALF OF CUSTOMER IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE APPLICABLE CLAIM.
- c. Insurance. Each party shall be responsible to carry insurance in appropriate amounts to cover the activities conducted by it under this Agreement. Upon written request, PES agrees to provide Customer with evidence of its insurance coverages.
- 14. **DISPUTE RESOLUTION.**
 - a. Limitation of Action. Except for claims arising from Customer's non-payment or underpayment of amounts owed to PES, any and all claims arising out of or related to this Agreement shall be barred, unless instituted either (i) within two (2) years from the date that the complaining party knew or should have known of the facts giving rise to a claim, or (ii) the applicable Ohio statute of limitations, whichever is shorter.
 - b. Governing Law. This Agreement and any claim or controversy arising hereunder (whether in contract, tort, or otherwise, including statutory, consumer protection, or common law) shall be governed by the laws of the State of Ohio, without regard to conflicts of law. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. In any dispute, each party will bear its own attorneys' fees and costs.
 - c. Injunction. Notwithstanding anything in this Agreement to the contrary, each party shall be entitled to seek injunctive or other equitable relief without first submitting the matter to mediation or arbitration.

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- Venue for any action permitted to be brought in court under this Section shall be the appropriate state and federal courts located in Delaware County, Ohio.
- g. Signatures. Electronic signatures on any portion of this Agreement (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures and are fully enforceable.
15. **SEVERABILITY**. If a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
16. **NOTICE**. Notices provided under this Agreement must be in writing and delivered to PES's or Customer's principal place of business as forth in the Purchase Order and/or Quote by: (a) certified mail, return receipt requested; (b) hand delivery; (c) e-mail with a confirmed read receipt; or (d) reputable overnight carrier service. In the case of delivery by e-mail, the notice must be followed by a copy of the notice being delivered by a means provided in (a), (b) or (d). The notice will be deemed given on the day the notice is received by the party receiving such notice.
17. **DESIGN CHANGES**. Except as otherwise agreed expressly in writing, PES may at any time furnish improvements to a product's design and/or construction. PES may also furnish suitable substitutes for materials that are unobtainable because of priorities or regulations established by governmental authorities or the non-availability of products from suppliers.
18. **MISCELLANEOUS**.
- a. Merger Clause. In entering into this Agreement, neither party is relying upon any representations or statements of the other that are not fully expressed herein or therein; rather each party is relying on its own judgment and due diligence and expressly disclaims reliance upon any representations or statement not expressly set forth in this Agreement. In the event Customer issues User instructions, internal memoranda, or any other document addressing any of the PES Offerings, it is hereby specifically agreed and understood that such writing is for the Customer's internal purposes only, and that any terms, provisions, and conditions contained therein shall in no way modify this Agreement.
- b. Assignment & Successors. Neither party may assign, subcontract, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder, nor may it contract with third parties to perform any of its obligations hereunder except as contemplated in this Agreement, without the other party's prior written consent, except that either party may, without the prior consent of the other, assign all its rights under this Agreement to (i) a purchaser of all or substantially all of its assets, or (ii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which either party is participating (collectively, a "Change in Control"); provided however, that the non-assigning party is given notice of the Change in Control and the assignee is not a competitor of the non-assigning party hereunder.
- c. Force Majeure. No delay, failure, or default, other than a failure to pay Fees when due, will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing party's reasonable control (collectively, "Force Majeure"). In such event, however, the delayed party must promptly provide the other party notice of the Force Majeure. The delayed party's time for performance will be excused for the duration of the Force Majeure, but if the Force Majeure event lasts longer than thirty (30) days, the other party may immediately terminate any unfulfilled Purchase Order.
- d. Waiver & Breach. Neither party will be deemed to have waived any of its rights under this Agreement, unless it is an explicit written waiver made by an authorized representative. No waiver of a breach will constitute a waiver of any other breach.
- e. Survival of Terms. Unless otherwise stated, all of PES's and Customer's respective obligations, representations and warranties under this Agreement which are not, by the express their terms, fully to be performed during the Term shall survive the termination of this Agreement. Without limiting the foregoing, the provisions of Terms and Conditions Sections 2(d), 6, 9, 10, 13, and 14 shall survive any termination of this Agreement.
- f. Authority. An individual executing or delivering a Quote or a Purchase Order hereunder acknowledges that he or she has the authority to act on behalf of the Customer or PES, as the case may be, and bind such party to the terms hereof.

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

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RESOLUTION NO. 26-480
IN THE MATTER OF ESTABLISHING A CAPITAL PROJECTS FUND IN ACCORDANCE WITH O.R.C. 5705.13:

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

WHEREAS, the Delaware County Board of Commissioners (the "Board") intends to establish a capital projects fund, pursuant to section 5705.13(C) of the Revised Code, to pay for the costs of acquiring, constructing, or improving fixed assets of the County; and

WHEREAS, a resolution creating a capital projects fund, pursuant to section 5705.13(C) of the Revised Code, shall identify the source of the money to be used to acquire, construct, or improve the fixed assets identified in the resolution, the amount of money to be accumulated for that purpose, the period of time over which that

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS AND REVISED REVENUE ESTIMATES:

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

Supplemental Appropriation

66311901-5720	Bond Service Fund–Interest	140,783.75
66311901-5725	Bond Service Fund–Principal	8,055,000.00
66411901-5319	Bond Reserve Fund Admin-Reimbursement/Refunds	3,568,686.75
58011181-5720	2007 CO Sales Tax Sawmill Bond-Interest	632,607.64
58011181-5725	2007 CO Sales Tax Sawmill Bond-Principal	29,935,000.00
58011181-5301	2007 CO Sales Tax Sawmill Bond-Contracted Prof Services	273,893.45
58011181-5319	2007 CO Sales Tax Sawmill Bond-Reimbursement/Refunds	3,835.82
50411121-5720	Bond Reserve Fund US 23 Lewis Center Road-Interest	3,324.85
50411121-5725	Bond Reserve Fund US 23 Lewis Center Road-Principal	159,728.00
50411121-5301	Bond Reserve Fund US 23 Lewis Center Road-Contracted Prof Services	1,422.66
50411121-5319	Bond Reserve Fund US 23 Lewis Center Road-Reimbursement/Refunds	71.37
44411439-5720	Olent Cross Redev Tax Equiv Fund-Interest	2,075.24
44411439-5725	Olent Cross Redev Tax Equiv Fund-Principal	99,696.00
44411439-5301	Olent Cross Redev Tax Equiv Fund-Contracted Prof Services	887.97
44411439-5319	Olent Cross Redev Tax Equiv Fund-Reimbursement/Refunds	44.55
50811125-5720	Bond Reserve Fund Sawmill Parkway TIF-Interest	3,124.02
50811125-5725	Bond Reserve Fund Sawmill Parkway TIF-Principal	150,080.00
50811125-5301	Bond Reserve Fund Sawmill Parkway TIF-Contracted Prof Services	1,336.73
50811125-5319	Bond Reserve Fund Sawmill Parkway TIF-Reimbursement/Refunds	67.06
50111117-5720	Bond Retirement Debt Service-Interest	214,620.33
50111117-5725	Bond Retirement Debt Service-Principal	10,310,496.00
50111117-5301	Bond Retirement Debt Service-Contracted Prof Services	91,833.04
50111117-5319	Bond Retirement Debt Service-Reimbursement/Refunds	4,606.91

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

16
RESOLUTION NO. 26-484

IN THE MATTER OF APPROVING AN ADVANCE OF FUNDS:

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

Advance of Funds

From:	To:	
10011102-8500	23011717-8400	182,255.00
Commissioners General/Advance Out	Urban County FY25/Advance In	

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

17
RESOLUTION NO. 26-485

IN THE MATTER OF APPROVING A SERVICE AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND ELITAIRE, LLC, A DAIKIN COMPANY, FOR REPLACEMENT OF TWO (2) CONDENSING UNITS AND TWO (2) TRANE DX EVAPORATOR COILS AT THE CARNEGIE BUILDING:

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

WHEREAS, the Director of Facilities recommends approval of an agreement between the Delaware County Board of Commissioners and ElitAire, LLC, a Daikin Company, for replacement of two (2) condensing units and two (2) Trane DX evaporator coils at the Carnegie Building;

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NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners approves the following services agreement with ElitAire, LLC, a Daikin Company, of two (2) condensing units and two (2) Trane DX evaporator coils at the Carnegie Building;

SERVICES AGREEMENT

This Agreement is made and entered into on 7/09/26, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 ("County"), and ElitAire, LLC, a Daikin Company, 4280 Glendale Milford Road, Blue Ash, OH 45242 ("Contractor"), hereinafter collectively referred to as the "Parties."

1 SERVICES PROVIDED BY CONTRACTOR

1.1 The Contractor will provide all necessary parts, equipment, materials, and labor to replace the existing (2) Trane condensing units and (2) Trane DX evaporator coils at the Carnegie Building, 101 N Sandusky St., Delaware, Ohio (the "Services").

1.2 The Services shall be further defined in and rendered by the Contractor in accordance with the Contractor's Proposal #TCTK06152026 dated June 15, 2026 which is attached hereto and, by this reference, fully incorporated herein (the "Proposal"). Pursuant to section 9.48 of the Revised Code, this Agreement is entered into subject to the terms and conditions of, and will be governed by, OMNIA Partners Region 4 ESC Contract# R200901, incorporated herein by reference.

1.3 In the event of a conflict between the terms and conditions stated in this Agreement, consisting of pages 1 through 5, and any of the documents incorporated by reference herein, the terms and conditions stated herein shall take precedence.

2 SUPERVISION OF SERVICES

2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Director of Facilities (the "Director") as the agent of the County for this Agreement.

2.2 The Director shall supervise and have authority to order commencement and suspension 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 Contractor, 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.

4.2 The total compensation for the Services shall be \$203,995.00, payable in installments as set forth in the Proposal.

4.3 The total compensation under this Agreement shall not exceed \$203,995.00, unless approved in a modification in accordance with Section 3.1.

4.4 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 periodically, as set forth in the Proposal, based on invoices submitted by the Contractor and approved by the Director.

5.2 Invoices shall be submitted to the Director by the Contractor 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 Contractor shall promptly submit documentation as requested to substantiate said invoices.

5.3 The County shall pay invoices within thirty (30) days of receipt.

6 NOTICE TO PROCEED, COMPLETION, DELAYS AND EXTENSIONS

6.1 The Contractor shall commence Services upon written order to proceed from the Director and shall complete the Services in accordance with the Proposal.

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6.2 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Contractor may make a written request for time extension, and the Director may grant such an extension provided that all other terms of the Agreement are adhered to.

7 INDEMNIFICATION

7.1 The Contractor 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 the proportionate extent caused by any negligent acts, errors or omissions of the Contractor, 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.

8 INSURANCE

8.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.

8.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.

8.3 Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.

8.4 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 8.1 and

8.5

8.2. Contractor shall require all of its subcontractors to provide like endorsements.

8.6 Proof of Insurance: Prior to the commencement of any work under this Agreement, Contractor, 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. Contractor will replace certificates for any insurance expiring prior to completion of work under this Agreement.

9 MISCELLANEOUS TERMS AND CONDITIONS

9.1 Prohibited Interests: Contractor 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. Contractor 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.

9.2 Independent Contractor: The Parties acknowledge and agree that Contractor 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. Contractor also agrees that, as an independent contractor, Contractor 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. Contractor hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.

9.3 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.

9.4 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.

9.5 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.

9.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to

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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.

9.7 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.

9.8 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.

9.9 County Policies: The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Contractor 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 Contractor 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.**

9.10 Drug-Free Workplace: The Contractor 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 Contractor shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.

9.11 Non-Discrimination/Equal Opportunity: Contractor 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, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color, shall discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment relates. Contractor 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 the contract on account of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color. Contractor certifies that it complies with all applicable laws regarding Nondiscrimination / Equal Opportunity and will not discriminate.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

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

18
RESOLUTION NO. 26-486

IN THE MATTER OF APPROVING A SERVICE AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND GGC WHOLESALE FLOORING, LLC TO REPLACE CARPET AT THE COUNTY’S JUDICIAL BUILDING:

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

WHEREAS, the Director of Facilities recommends approval of an agreement between the Delaware County Board of Commissioners and GGC Wholesale Flooring, LLC to replace carpet at the county’s Judicial Building;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners approves the following services agreement with GGC Flooring, LLC, to replace carpet at the county’s Judicial Building;

SERVICES AGREEMENT

This Agreement is made and entered into on July 9, 2026, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and GGC Wholesale Flooring, LLC, dba GGC Flooring, 1962 East Main Street, Columbus, Ohio 43205 (“Contractor”), hereinafter collectively referred to as the “Parties.”

1 SERVICES PROVIDED BY CONTRACTOR

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- 1.1 The Contractor shall furnish all labor, equipment, and materials to complete carpet replacement at the County's judicial building, 117 North Union Street, Delaware, Ohio (the "Services"). The Contractor shall perform the Services in a workmanlike manner.
- 1.2 The Services shall be further defined in and rendered by the Contractor in accordance with the Contractor's Proposals, dated June 3, 2026 (the "Proposals"), which are attached hereto and, by this reference, incorporated herein.
- 1.3 The County is making the purchase of goods and services described herein through Sourcewell Contract #061323-SII, which is exempt from competitive selection requirements otherwise required by law, pursuant to R.C. 9.48.
- 1.4 In the event of a conflict between the terms and conditions stated in this Agreement, consisting of pages 1 through 5, and any of the documents incorporated by reference herein, the terms and conditions stated herein shall take precedence.

2 SUPERVISION OF SERVICES

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Director of Facilities (the "Director") as the agent of the County for this Agreement.
- 2.2 The Director shall have authority to review changes to, and order commencement or suspension 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 Contractor, 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 COMPENSATION

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Contractor's Proposals.
- 4.2 For all Services, the lump sum fee shall be \$98,859.90.
- 4.3 Total compensation under this Agreement shall not exceed \$98,859.90 without subsequent modification in accordance with Section 3.1.
- 4.4 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 periodically, but no more than once per month, based on invoices submitted by the Contractor in accordance with the Proposals and approved by the Director.
- 5.2 Invoices shall be submitted to the Director by the Contractor on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may require additional documentation to substantiate said invoices, and the Contractor shall promptly submit documentation as requested to substantiate said invoices.
- 5.3 The County shall pay invoices within thirty (30) days of receipt.

6 NOTICE TO PROCEED, COMPLETION, DELAYS AND EXTENSIONS

- 6.1 The Contractor shall commence Services upon written order from the Director and shall complete the Services promptly, diligently, in a workmanlike manner, and in accordance with the Contractor's Proposals.
- 6.2 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Contractor may make a written request for time extension, and the Director may grant such an extension provided that all other terms of the Agreement are adhered to.

7 SUSPENSION OR TERMINATION OF AGREEMENT

- 7.1 The County, upon written notice, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Contractor shall immediately suspend or terminate Services, as ordered by the County.

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- 7.2 In the case of termination, the Contractor shall submit a final invoice within sixty (60) days of receiving notice of termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the date of termination.

8 INDEMNIFICATION

- 8.1 The Contractor 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 the proportionate extent caused by any negligent acts, errors or omissions of the Contractor, 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.

9 INSURANCE

- 9.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 9.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 9.3 Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 9.4 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 9.1 and 9.2. Contractor shall require all of its subcontractors to provide like endorsements.
- 9.5 Proof of Insurance: Prior to the commencement of any work under this Agreement, Contractor, 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. Contractor will replace certificates for any insurance expiring prior to completion of work under this Agreement.

10 MISCELLANEOUS TERMS AND CONDITIONS

- 10.1 Prohibited Interests: Contractor 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. Contractor 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.
- 10.2 Independent Contractor: The Parties acknowledge and agree that Contractor 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. Contractor also agrees that, as an independent contractor, Contractor 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. **Contractor hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 10.3 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.
- 10.4 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.
- 10.5 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.

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- 10.6 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.
- 10.7 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 10.8 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.
- 10.9 County Policies: The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Contractor 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 Contractor 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.
- 10.10 Drug-Free Workplace: The Contractor 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 Contractor shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 10.11 Non-Discrimination/Equal Opportunity: Contractor 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. Contractor 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. Contractor further certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

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

19
RESOLUTION NO. 26-487

IN THE MATTER OF APPROVING A SERVICE AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND FRIENDSOFFICE FOR FURNITURE AT THE WILLIS BUILDING:

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

WHEREAS, the Director of Facilities recommends approval of an agreement between the Delaware County Board of Commissioners and FriendsOffice for furniture at the Willis Building;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners approves the following services agreement with FriendsOffice for furniture at the Willis Building;

SERVICES AGREEMENT

This Agreement is made and entered into on July 9, 2026 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and FriendsOffice, P.O. Box 1627, Findlay, Ohio 45839 (“Contractor”), hereinafter collectively referred to as the “Parties.”

1 SERVICES PROVIDED BY CONTRACTOR

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- 1.1 The Contractor shall provide, deliver, and install furniture and related appurtenances for the County's Willis Building, 2079 US Highway 23 North, Delaware, Ohio (the "Services").
- 1.2 The Services shall be further defined in and rendered by the Contractor in accordance with the Contractor's Quotation #AG174 dated June 2, 2026, and associated layout rendering dated June 2, 2026, which are attached hereto and, by this reference, fully incorporated herein (the "Proposal"). The Services are being procured subject to Ohio DAS Cooperative Purchasing Contract #STS018715, which is also incorporated by reference, and is, therefore, exempt from competitive bidding requirements, pursuant to R.C. 125.04.
- 1.3 In the event of a conflict between the terms and conditions stated in this Agreement, consisting of pages 1 through 5, and any of the documents incorporated by reference herein, the terms and conditions stated herein shall take precedence.

2 SUPERVISION OF SERVICES

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Director of Facilities (the "Director") as the agent of the County for this Agreement.
- 2.2 The Director shall supervise and have authority to order commencement and suspension 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 Contractor, 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.
- 4.2 The maximum total compensation to Contractor under this Agreement shall not exceed \$95,126.48, unless a modification to this Agreement is approved in accordance with Section 3.1.
- 4.3 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 periodically, but not more than once per month, based on invoices submitted by the Contractor and approved by the Director.
- 5.2 Invoices shall be submitted to the Director by the Contractor 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 Contractor shall promptly submit documentation as needed to substantiate said invoices.
- 5.3 The County shall pay invoices within fifteen (15) days of receipt.

6 NOTICE TO PROCEED, COMPLETION, DELAYS AND EXTENSIONS

- 6.1 The Contractor shall commence Services upon order from the Director and shall complete the Services promptly, diligently, and in a workmanlike manner in accordance with the Proposal.
- 6.2 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Contractor may make a written request for time extension, and the Director may grant such an extension provided that all other terms of the Agreement are adhered to.

7 SUSPENSION OR TERMINATION OF AGREEMENT

- 7.1 The County, upon written notice, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Contractor shall immediately suspend or terminate Services, as ordered by the County.
- 7.2 In the case of termination, the Contractor shall submit a final invoice within sixty (60) days of receiving notice of termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the date of termination.

8 INDEMNIFICATION

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- 8.1 The Contractor 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 the proportionate extent caused by any negligent acts, errors or omissions of the Contractor, 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.

9 INSURANCE

- 9.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 9.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 9.3 Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 9.4 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 9.1 and 9.2. Contractor shall require all of its subcontractors to provide like endorsements.
- 9.5 Proof of Insurance: Prior to the commencement of any work under this Agreement, Contractor, 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. Contractor will replace certificates for any insurance expiring prior to completion of work under this Agreement.

10 MISCELLANEOUS TERMS AND CONDITIONS

- 10.1 Prohibited Interests: Contractor 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. Contractor 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.
- 10.2 Independent Contractor: The Parties acknowledge and agree that Contractor 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. Contractor also agrees that, as an independent contractor, Contractor 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. **Contractor hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 10.3 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.
- 10.4 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.
- 10.5 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.
- 10.6 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.

- Vote on Motion Mr. Merrell aye Mr. Benton aye Mrs. Lewis aye

RESOLUTION NO. 26-488

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

WHEREAS, this donation was received from the following organization in the amount of:

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

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RESOLUTION NO. 26-489

IN THE MATTER OF AUTHORIZING THE SUBMITTING OF AN APPLICATION FOR THE OHIO ATTORNEY GENERAL’S OPIOID REMEDIATION GRANT PROGRAM FOR THE SHERIFF’S OFFICE:

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

WHEREAS, the Delaware County Sheriff’s Office requests authorization to submit an application for the following grant to be use for addiction treatment services in the County Jail:

Grant #	Opioid Remediation Grant CY 2026
Source:	Ohio Opioid Settlement Proceeds, through the Ohio Attorney General’s Office
Grant Period:	The grant period begins upon award notification and provides funding for an additional 24 months (CY2026–2028).
Grant Amount:	\$500,000.00
Local Match:	<u>0.00</u>
Total Grant Amount:	\$500,000.00

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

Section 1. The Board hereby authorizes the submitting of an application for the Ohio Attorney General’s Opioid Remediation Grant Program.

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

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

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

22

RESOLUTION NO. 26-490

IN THE MATTER OF APPROVING THE AGREEMENT FOR COMMAND CLOUD SUBSCRIPTION AGREEMENT BETWEEN THE DELAWARE COUNTY SHERIFF’S OFFICE, THE DELAWARE COUNTY BOARD OF COMMISSIONERS, AND CODEX CORPORATION DBA GUARDIAN RFID TO PROVIDE SOFTWARE SERVICES TO AIDE IN INMATE MANAGEMENT, MONITORING AND TRACKING SOLUTIONS:

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

WHEREAS, the Sheriff and Sheriff’s Office Staff recommend approval of the following Agreement between the Delaware County Sheriff’s Office, the Delaware County Board of Commissioners, and Codex Corporation d/b/a Guardian RFID;

NOW, THEREFORE BE IT RESOLVED, that the Delaware County Board of Commissioners approves the following agreement between the Delaware County Sheriff’s Office, the Delaware County Board of Commissioners, and Codex Corporation d/b/a Guardian RFID for software services to aide in inmate management, monitoring and tracking solutions to incarcerated individuals at the Delaware County Jail:

Sourcewell Cooperative Purchasing
SOURCEWELL MASTER AGREEMENT #030425-CDX | Public Safety Software
Sourcewell Member: Delaware County, OH – Account # 57964

COMMAND CLOUD SUBSCRIPTION AGREEMENT

THIS COMMAND CLOUD SUBSCRIPTION AGREEMENT (the “Agreement”) is entered into as of July 9, 2026 (“Effective Date”) by and between Codex Corporation d/b/a GUARDIAN RFID, a Minnesota corporation (“GUARDIAN RFID”), having its principal place of business at 6900 Wedgwood Rd. N, Suite 325, Maple Grove, MN 55311 and the Board of Commissioners, Delaware County, Ohio, whose principal place of business is located at 91 N. Sandusky St., Delaware, Ohio 43015, for and on behalf of the Delaware County Sheriff, Delaware County, Ohio, whose principal place of business is located at 1776 SR 521, Delaware, Ohio 43015, a body corporate and politic under the laws of the state of Ohio (“Customer”). WHEREAS, GUARDIAN RFID provides a system comprised of hardware, support services, and a web-based

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software as a service platform to deliver a wide range of inmate management, monitoring, and tracking solutions (the “Command Cloud System”), and the Customer desires to implement the Command Cloud System by subscribing for the right to use the Command Cloud Subscription Services and Command Cloud Mobile Devices and purchasing certain Command Cloud Mobile Device Accessories.

NOW THEREFORE, the parties agree as follows:

1. DEFINITIONS. For purposes of this Agreement, the following terms have these definitions:

- (a) “Authorized Customer Personnel” means any Customer Personnel who need to use the Command Cloud System in the performance of their duties or collaboration with the Customer, who have agreed to abide by the terms of this Agreement and who have agreed in writing to be bound by the terms of the Confidentiality provisions of this Agreement in Section 14, either by means of an agreement directly with GUARDIAN RFID or pursuant to an agreement with the Customer which restricts the use of the Confidential or Proprietary Information received as an employee, partner, member, owner, or affiliate of the Customer. In no case will the term “Authorized Customer Personnel” include any competitor of GUARDIAN RFID.
- (b) “Authorized GUARDIAN RFID Personnel” means GUARDIAN RFID Personnel who provide services to the Customer under the terms of this Agreement.
- (c) “Command Cloud Subscription Services” means the web-based software as a service product described on Addendum A.
- (d) “Command Cloud Mobile Device” has the meaning in the quote provided in Addendum A.
- (e) “Command Cloud Mobile Device Accessories” means the batteries, hand straps and pins, protective bumpers, battery covers, and other similar peripherals for the Command Cloud Mobile Device, except that the term expressly excludes the Command Cloud Mobile Device Charging Station.
- (f) “Command Cloud Mobile Device Charging Station” means the charging cradle and cradle power adapter for the Command Cloud Mobile Device.
- (g) “Confidential or Proprietary Information” means any information or data disclosed by either GUARDIAN RFID or the Customer to the other party, including, but not limited to, the terms of this Agreement, negotiations and discussions relating to this Agreement, and any of the following which relate directly or indirectly to the Disclosing Party’s products, services, or business:
 - (i) technology, ideas, concepts, drawings, designs, inventions, discoveries, improvements, patents, patent applications, specifications, trade secrets, prototypes, processes, notes, memoranda, and reports; or
 - (ii) visual representations concerning the Disclosing Party’s past, present or future research, technology, know-how, and concepts; or
 - (iii) computer programs, software code, written documentation, products, information concerning vendors, members, customers, prospective customers, employees and prospective employees, market research, sales and marketing plans, distribution arrangements, financial statements, financial information, financing strategies and opportunities, and business plans.

In addition, the term “Confidential or Proprietary Information” shall include any information disclosed pursuant to any confidentiality or nondisclosure agreement entered by the parties in contemplation of entering the business relationship evidenced by this Agreement.

- (h) “Customer Information” means all Confidential or Proprietary Information disclosed by the Customer to GUARDIAN RFID in connection with, in contemplation of entering, or under this Agreement or entered into the Command Cloud System.
- (i) “Customer Personnel” means any officers, employees, partners, members, owners, agents, or affiliates of the Customer (including any third party to whom the Customer has outsourced all or part of its operations).
- (j) “Customer Project Manager” means the person authorized by the Customer to serve as the primary point of contact for project management with GUARDIAN RFID as specified in Section 14(b).
- (k) “Customer’s Third-Party Hardware” means any hardware, equipment, and other tangible items used by the Customer that is not specified to be provided by GUARDIAN RFID under the terms of this Agreement, including, but not limited to, networking equipment (including Wi-Fi), workstations, servers for third-party systems, mobile workstations, and laptops.
- (l) “Customer’s Third-Party Software” means any software that is not specified to be provided by GUARDIAN RFID under the terms of this Agreement, including, but not limited to, operating systems, Internet browsers, plug-ins, content-viewing applications, software frameworks for

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downloaded content, productivity software, and enterprise software (including, but not limited to, jail, records, offender, medication, prescription, and case management systems).

- (m) “Disclosing Party” means a party to this Agreement that discloses its Confidential or Proprietary Information to the other party to this Agreement.
- (n) “Documentation” means all instructions, specifications, and other support materials generally made available to customers relating to the operation and functionality of the Command Cloud Subscription Services as updated from time to time by GUARDIAN RFID.
- (o) “Force Majeure Event” means an occurrence beyond the reasonable control of the party affected, including acts of governmental authorities, acts of God, material shortages, wars, riots, rebellions, sabotage, fire, explosions, accidents, floods, strikes or lockouts of third parties, widespread illness or pandemics, or electrical, internet, or telecommunication outage that is not caused by the obligated party.
- (p) “Go-Live” or “Goes-Live” means the use of the Command Cloud System as a live, non-test-bed system, which can be exhibited by events such as the completion of the first real-world log entry (e.g., cell check, offender movement, etc.) or a similar event or inmate activity dealing with real-world use.
- (q) “Go-Live Date” means the latest to occur of (i) the date of the Installation Notice, or (ii) if any, the date of the last Subsequent Installation Notice. For clarity, the official Go-Live Date will be identified in the first invoice sent by GUARDIAN RFID to the Customer after the Command Cloud System Goes-Live.
- (r) “GUARDIAN RFID Information” means Confidential or Proprietary Information disclosed by GUARDIAN RFID to the Customer in connection with, in contemplation of entering, or under this Agreement, including, but not limited to, all Documentation.
- (s) “GUARDIAN RFID Personnel” means any officers, employees, partners, members, owners, agents, or affiliates of GUARDIAN RFID.
- (t) “GUARDIAN RFID Project Manager” means the person authorized by GUARDIAN RFID to serve as the primary point of contact for project management with the Customer as specified in Section 6(a).
- (u) “Hardware” means all hardware, equipment, and other tangible items supplied to the Customer by GUARDIAN RFID under this Agreement and identified as “Hardware” in Addendum A. Hardware specifically excludes the Customers’ Third-Party Hardware.
- (v) “Initial Term Fee” means the sum of the Initial Term Fee for Year One and the fee amounts listed in Addendum B for (i) Initial Term Fee for Year Two and (ii) Initial Term Fee for Year Three.
- (w) “Initial Term Fee for Year One” means the sum of the fee amounts listed in Addendum A.
- (x) “Receiving Party” means the party to this Agreement that receives Confidential or Proprietary Information from the other party to this Agreement.
- (y) “Receiving Party Personnel” means any employees, partners, members, owners, or affiliates of the Receiving Party.
- (z) “Renewal Fee” means the sum of the fee amounts listed in Addendum B for (i) Renewal Fee for Extended Term Year One, (ii) Renewal Fee for Extended Term Year Two, and (iii) Renewal Fee for Extended Term Year Three.
- (aa) “Service Level Agreement” means the agreement set forth in Addendum C.
- (bb) “System Administrator” means any person authorized by the Customer to serve as the primary point of contact for systems administration between the Customer and GUARDIAN RFID as specified in Section 13(c).
- (cc) “System Generated Data” means any data or information generated by the Command Cloud System, which may include information related to Customer’s use of the Command Cloud System or Command Cloud Subscription Services, or that is generated through the analysis and transformation of Inmate Data and Customer Personnel Data.
- (dd) “Term” means the period beginning on the Effective Date and ending on the earliest to occur of (i) the expiration of the Initial Term plus the Extended Term pursuant to Sections 17(a) and 17(b), or (ii) a termination of this Agreement pursuant to Sections 17(b), 17(c), or 17(d).

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- (ee) “Third-Party Software” means any software to be supplied by GUARDIAN RFID under this Agreement that is purchased or licensed from any source external to GUARDIAN RFID for use with or integration into the Command Cloud System. Third-Party Software specifically does not include the Customer’s Third-Party Software.

2. SUBSCRIPTION OF COMMAND CLOUD SUBSCRIPTION SERVICES AND COMMAND CLOUD MOBILE DEVICES

- (a) Subscription. GUARDIAN RFID hereby grants to the Customer a right to access and use the Command Cloud Subscription Services and Command Cloud Mobile Devices as indicated in Addendum A, allowing the Customer and its Authorized Customer Personnel to use solely for the Customer’s own business purposes as part of the Command Cloud System during the Term of this Agreement. The type of subscription granted—agency or per device—is described in the “Product” column of the quote provided in Addendum A. Agency subscriptions grant access to an unlimited number of Authorized Customer Personnel. Per device subscriptions grant one license per corresponding device purchased. The subscription does not grant the Customer the right to use the Command Cloud Subscription Services and Command Cloud Mobile Devices except as set forth in this Agreement and does not grant to the Customer any ownership, title, or interest in the Command Cloud Subscription Services or Command Cloud Mobile Devices.
- (b) Copies. The Customer may reproduce as many copies of the Documentation as the Customer reasonably deems appropriate to support its use of the Command Cloud System. The Customer must reproduce all confidentiality, proprietary, copyright, and similar notices and disclaimers on any copies made pursuant to this Section.
- (c) Regulatory Requirements.
- (i) Customer represents, warrants, and covenants that it will comply with all laws governing the collection, use, processing, storage, retention, and destruction of Personal Information (as defined below), biometric identifiers, and biometric information, and the use of facial recognition technologies, that apply to the information processed through the Command Cloud System. Personal Information means: information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household where such information is contained, processed by and/or through GUARDIAN RFID, including “Personal Information”, “Biometric Identifier”, and “Biometric Information”, as those terms are defined under any applicable Data Protection Laws.
- (ii) The parties agree that with respect to Personal Information (including biometric identifiers and biometric information) processed using the Command Cloud System, Customer determines the purposes and means of processing that information. As such, Customer is the “controller” or “business” and GUARDIAN RFID is the “processor” or “service provider,” as those terms are defined under applicable Data Protection Laws. Customer represents and warrants that it has all authorizations and consents, and has provided all notices, necessary for GUARDIAN RFID to process Personal Information (including biometric identifiers and biometric information) pursuant to the Agreement, including to create System Generated Data and to further develop and improve the Command Cloud System and Command Cloud Subscription Services, and train machine learning and artificial intelligence models on such Personal Information.
- (iii) Without derogating from the aforesaid Customer shall: (i) provide all notices (including notices at collection and/or signage) as may be required by applicable Data Protection Laws to inform individuals about the processing, such as the collection and storage of Personal Information (including biometric identifiers and biometric information) and purpose and length of term for which the Personal Information is being collected, stored, and used, and their rights provided by Data Protection Laws, including the processing by GUARDIAN RFID and any third parties; (ii) collect all consents and confirmations and/or opt outs as may be required for collection, processing, storage, disclosure, redisclosure, or otherwise dissemination of Personal Information under Data Protection Laws, including in connection with the facial geometry, gait and/or other biometric identifiers; (iii) retain Personal Information, including without limitation Biometric Identifiers and/or Biometric Information, for no longer than is reasonably necessary to: (1) comply with a court order, statute, or public records retention schedule specified under federal, state, or local law; (2) protect against or prevent actual or potential fraud, criminal activity, claims, security threats, or liability; and (3) serve the purpose for which the Personal Information was collected; (iv) maintain and publish data retention, destruction, and privacy policies for Personal Information, including Biometric Identifiers and Biometric Information meeting with the requirements of Data Protection Laws; (v) delete or instruct GUARDIAN RFID to delete when required by Data Protection Laws, any Personal information including Biometric Identifiers, and (vi) protect the Personal Information from unauthorized access or use in accordance with Data Protection Laws and using the reasonable standard of care within the Customer’s industry and in a manner that is the same as or more protective than the manner in which the Customer stores, transmits, and protects any other confidential information the Customer possesses; including the adoption of physical, technical and organizational measures.

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- (iv) Customer shall inform GUARDIAN RFID if they are no longer able to comply with Data Protection Laws or the provisions in this Agreement relating to the collection, use, processing, safeguarding, storage, retention, and destruction of Personal Information. Customer shall be responsible for addressing any requests from individuals with respect to their Personal Information, including under Data Protection Laws, and shall notify GUARDIAN RFID of such requests. GUARDIAN RFID will reasonably cooperate with Customer to facilitate Customer's response to such requests.
- (v) Customer shall use the Personal Information for the monitoring of movement of inmates, visitors, and officers within the prison properties for the management of security of the inmates, visitors, officers, and other staff.
- (vi) Customer agrees to restrict Customer Personnel (including any subcontractor personnel) from accessing or using any Personal Information except for the purpose set forth in Section 2(c)(ii) above.

3. SALE OF HARDWARE

- (a) Sale of Hardware. Subject to the terms of this Agreement, GUARDIAN RFID will sell, assign, convey, transfer, and deliver to the Customer, and the Customer will purchase, receive, and accept from GUARDIAN RFID, all right, title, and interest in and to the Command Cloud Mobile Device Accessories and any Hardware that is not subject to a subscription.

4. USE OF THIRD-PARTY SOFTWARE

- (a) Third-Party Software. Subject to the terms of this Agreement, GUARDIAN RFID will install or otherwise allow the Customer to use the Third-Party Software as part of the Command Cloud System. The Customer's use of the Third-Party Software is subject to any terms and conditions set forth by the owner of the Third-Party Software.
- (b) Restrictions on Usage. The Customer will not decompile, or create by reverse engineering or otherwise, the source codes from the object code for any Third-Party Software provided under this Agreement, adapt the Third-Party Software in any way, or use it to create a derivative work.

5. RESTRICTIONS ON USAGE

- (a) Restrictions on Usage.
 - (i) GUARDIAN RFID reserves the right, in its sole discretion, to limit the Customer's and any Authorized Customer Personnel's use of Command Cloud Subscription Services if GUARDIAN RFID determines that the Customer's or any Authorized Customer Personnel's use violates the terms of this Agreement.
 - (ii) The Customer and any Authorized Customer Personnel may not use Command Cloud Subscription Services for any purpose or in any manner that is unlawful or that is prohibited by the terms of this Agreement. The Customer and any Authorized Customer Personnel may not attempt to gain unauthorized access to any part of Command Cloud Subscription Services, other accounts, computer systems, or networks connected to any part of Command Cloud Subscription Services through hacking, password mining, or any other means, or obtain or attempt to obtain any materials or information through any means not intentionally made available through Command Cloud Subscription Services.
 - (iii) The Customer will not (A) copy, reproduce, alter, modify, transmit, perform, create derivative works of, publish, sub-license, distribute, or circulate Command Cloud Subscription Services; (B) disassemble, decompile, or reverse engineer the software used to provide Command Cloud Subscription Services, or copy or catalog any materials or information made available through Command Cloud Subscription Services other than as permitted under this Agreement; or (C) take any actions, whether intentional or unintentional, that may circumvent, disable, damage, or impair Command Cloud Subscription Services's control or security systems, or allow or assist a third party to do so.
 - (iv) The Customer will not, and will not allow any party other than GUARDIAN RFID to, perform "write" operations directly to or on the Command Cloud Subscription Services server or database, such as by using an open database connectivity driver, without the prior written consent of GUARDIAN RFID.

6. PROJECT MANAGEMENT

- (a) GUARDIAN RFID Project Manager. The GUARDIAN RFID project manager will be assigned after contract execution. The GUARDIAN RFID Project Manager works with the Customer as the single point of contact for the implementation of the Command Cloud System. The GUARDIAN RFID Project Manager works with the Customer as the single point of contact for implementation of the Command Cloud System.

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- (b) Command Cloud System Configuration. After the Effective Date, the Authorized GUARDIAN RFID Personnel, under the direction of the GUARDIAN RFID Project Manager, will meet with Authorized Customer Personnel chosen by the Customer via online meeting in order to understand the Customer's operational needs and business rules (the "Kick-Off Meeting"). The Authorized Customer Personnel will inform the Authorized GUARDIAN RFID Personnel about the Customer's daily operations. The Authorized GUARDIAN RFID Personnel will use that information to identify how the Command Cloud System would best be configured to match and enhance the Customer's workflows. The Authorized GUARDIAN RFID Personnel will inform each System Administrator on configuration options, including user-definable tools, establishing and removing users, and setting user privileges. If the Customer desires that the Kick-Off Meeting be conducted at the Customer's premises, the parties will negotiate in good faith to mutually agree upon a price.
- (c) Implementation and Status Meetings. The GUARDIAN RFID Project Manager will develop and manage the implementation schedule and coordinate with the Customer Project Manager to keep the implementation of the Command Cloud System on track and on schedule. The GUARDIAN RFID Project Manager will conduct status meetings, as needed or as requested by the Customer, to provide the Customer with status reports.

7. TRAINING

- (a) Pre-Training Meeting. A pre-training meeting will be completed prior to the Complete End-User Training and Go-Live Support (the "Pre-Training Meeting"). The Pre-Training Meeting attendees should include the Customer Project Manager, each Systems Administrator, any Authorized Customer Personnel chosen by the Customer, the GUARDIAN RFID Project Manager, and Authorized GUARDIAN RFID Personnel chosen by GUARDIAN RFID. Attendees of the Pre-Training Meeting will review the Customer's use of the Command Cloud System and discuss all policy and procedure considerations. Additionally, Authorized GUARDIAN RFID Personnel will review frequently asked questions about the Command Cloud System. Information gathered during the Pre-Training Meeting will be used to customize the Complete End-User Training. The Authorized GUARDIAN RFID Personnel will include certified training instructors who will be available to answer questions asked by the Customer relating to the Command Cloud System.
- (b) Initial Training. Over the course of no more than 3 consecutive days, Authorized GUARDIAN RFID Personnel who are certified training instructors (the "GUARDIAN RFID Trainers") will conduct Complete End-User Training and Go-Live Support (the "Initial Training") as follows:
 - (i) Complete End-User Training. The GUARDIAN RFID Trainers will provide training to Authorized Customer Personnel that is focused on building proficiency and confidence using the Command Cloud System (the "Complete End-User Training") logging a wide range of inmate activities, and assembling RFID wristbands. The Complete End-User Training will be conducted over up to 2 of the Initial Training days, with a maximum of two (2) classes per day (for a total of up to 4 classes). Each class will have a duration of approximately four (4) hours.
 - (ii) Go-Live Support. For 1 of the Initial Training days, which includes a maximum of eight (8) hours per day, the GUARDIAN RFID Trainers will be on the Customer's premises to provide support to the Authorized Customer Personnel by answering on-the-job questions that arise and reinforcing skills covered during the Complete End-User Training (the "Go-Live Support").
 - (iii) Situations may arise necessitating deviations from standard training protocols in Section 7(b)(i) and 7(b)(ii). Any modifications must be documented in writing and subject to mutual agreement. Modification considerations include a minimum of 2 consecutive days of training, classroom size, and number of trainers on site.
- (c) Refresher Training. After the Go-Live Date, live online classes to introduce additional Authorized Customer Personnel to the Command Cloud System or refresh existing Authorized Customer Personnel on best practices in using the Command Cloud System (the "Refresher Training") are available at no additional charge. If the Customer wants Refresher Training to be conducted at the Customer's premises, the Customer may purchase on-premises Refresher Training at the then-current list pricing.

8. SUPPORT AND SERVICE LEVELS

- (a) Telephone and Email Support. GUARDIAN RFID will provide telephone and email support, available Monday-Friday during the hours of 8 a.m. to 5 p.m. Central time, excluding federal holidays, for the Command Cloud System and will maintain a support center database to track any reported issues. For weekends and federal holidays, GUARDIAN RFID will provide a contact number in the event of an emergency. In addition, the technical support for Command Cloud Subscription Services does not include support for the Customer's jail management system unrelated to Command Cloud Subscription Services, such as any of the Customer's Third-Party Software. The telephone and email support provided under this Section does not include custom programming services or training.

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- (b) Service Levels. The expectations for Command Cloud availability, recovery services, and incident response are as set forth in the Service Level Agreement in Addendum C

9. DELIVERY AND ACCEPTANCE

- (a) Delivery of Software to the Customer. GUARDIAN RFID will deliver the GUARDIAN RFID Software Materials to the Customer, either physically or electronically, and install them for the Customer at a mutually agreeable time in the project timeline. In addition, GUARDIAN RFID will install any Third-Party Software on the Hardware for use as part of the Command Cloud System at a mutually agreeable time in the project timeline.
- (b) Delivery of Hardware to the Customer. GUARDIAN RFID will ship the Hardware to the Customer's facility at a mutually agreeable time in the project timeline. Any Hardware shipped will be via commercial carrier chosen by GUARDIAN RFID FOB destination, with the price included in the "Total Price" column of the quote provided in Addendum A.
- (c) Command Cloud System Acceptance.
- (i) After GUARDIAN RFID provides notice to the Customer that the Command Cloud System has been successfully installed, which may be conveyed via email (the "Installation Notice"), the Customer will have thirty (30) days to test the Command Cloud System (the "Testing Period") to determine whether the GUARDIAN RFID Software operates in accordance with the Documentation (the "Acceptance Criteria").
- (ii) If, in the Customer's reasonable determination, the Command Cloud System does not satisfy the Acceptance Criteria, the Customer will give notice to GUARDIAN RFID, which may be conveyed via email, prior to the end of the Testing Period specifying with reasonable particularity the reason the Command Cloud System does not satisfy the Acceptance Criteria (a "Correction Notice").
- (iii) GUARDIAN RFID will use reasonable efforts to correct any items specified in a Correction Notice and will provide notice to the Customer, which may be conveyed via email, when the Correction Notice has been addressed in a way that satisfies the Acceptance Criteria (a "Subsequent Installation Notice"). The Customer will have ten (10) days to test the Command Cloud System to determine whether it meets the Acceptance Criteria (a "Correction Testing Period"). If, in the Customer's reasonable determination, the Command Cloud System still does not satisfy the Acceptance Criteria, the Customer will provide another Correction Notice to GUARDIAN RFID, which may be conveyed via email, prior to the end of the Correction Testing Period. GUARDIAN RFID will continue to use reasonable efforts to correct any items specified in any Correction Notice and send Subsequent Installation Notices to the Customer, which may be conveyed via email, until the Command Cloud System meets the Acceptance Criteria, which will be deemed to occur when a Correction Testing Period expires without receipt of a Correction Notice from the Customer. If, in the Customer's reasonable determination, the Command Cloud System does not satisfy the Acceptance Criteria within sixty (60) days of the first Correction Notice, then the Customer may, with notice to GUARDIAN RFID, deem the first Correction Notice to be a Notice of Non-Conformity which cannot be corrected for purposes of Section 12(a)(ii).

10. FEES AND PAYMENT TERMS

- (a) Fees. The Customer will pay GUARDIAN RFID the fees in the amounts specified in Addendum A. Customer's obligation to pay shall be in accordance with Addendum B and shall only accrue for services rendered.
- (b) Payment Terms. GUARDIAN RFID will invoice the Customer for amounts due under this Agreement after the occurrence of the applicable events specified in Addendum B and after the occurrence of any other events specified in this Agreement which require a payment from Customer to GUARDIAN RFID. The Customer will pay any invoice received from GUARDIAN RFID within thirty (30) days after the date of receipt of that invoice. If the Customer fails to pay an amount due within thirty (30) days after the applicable invoice date of receipt, the Customer will pay late charges of one and one half percent (1.5%) or the highest amount allowed by law, whichever is lower, per month on such balance, together with all of GUARDIAN RFID's expenses, collection costs, and reasonable attorneys' fees incurred in collecting amounts due under this Agreement. Customer may request a corrected invoice if, in Customer's sole discretion, the invoice fails to substantiate the amounts invoiced or otherwise contains material errors. Customer's obligation to pay the amount owed shall be suspended until GUARDIAN RFID provides a complaint invoice.
- (c) Taxes. Unless the Customer and/or the transaction is exempt from the following taxes as a governmental entity, the Customer will pay or reimburse GUARDIAN RFID for sales and use taxes, where applicable, and any other governmental charges levied, imposed, or assessed on the use of the Command Cloud System or on this Agreement, excluding, however, ordinary personal property taxes assessed against or payable by GUARDIAN RFID, taxes based upon GUARDIAN RFID's net

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income, and GUARDIAN RFID's corporate franchise taxes. GUARDIAN RFID will furnish to the Customer invoices showing separately itemized amounts due under this Section.

- (d) Additional Purchases. From time to time, additional Hardware (e.g., wristbands, RFID wall readers, Command Cloud Mobile Device Accessories, etc.) may need to be purchased by the Customer in order to continue using the Command Cloud System. In the event of additional purchases of Hardware, the Customer shall acquire such additional Hardware directly from GUARDIAN RFID, and GUARDIAN RFID will invoice the Customer for amounts due for such additional Hardware.
- (e) Change in Configuration of the Customer's Third-Party Software or the Customer's Third-Party Hardware. In the event that the Customer chooses to change the configuration of any of the Customer's Third-Party Software or the Customer's Third-Party Hardware as such configuration existed as of the Effective Date (including, but not limited to, adding, removing, or modifying any Customer's Third-Party Software or Customer's Third-Party Hardware), and such changed configuration requires modifications to the Command Cloud System for the Command Cloud System to function with the changed configuration, the Customer will pay GUARDIAN RFID to perform the work needed to enable the Command Cloud System to function with the changed configuration. The amount paid by the Customer to GUARDIAN RFID will be as reasonably agreed to by the parties in writing prior to the Customer changing the configuration of any of the Customer's Third-Party Software or the Customer's Third-Party Hardware.

11. INTELLECTUAL PROPERTY RIGHTS

- (a) GUARDIAN RFID Intellectual Property.
 - (i) Except for the rights expressly granted to the Customer under this Agreement, GUARDIAN RFID will retain all right, title, and interest in and to the Command Cloud System and Command Cloud Subscription Services, including all worldwide technology and intellectual property and proprietary rights. GUARDIAN RFID expressly reserves any rights not expressly granted to the Customer by this Agreement.
 - (ii) With the exception of the Hardware purchased pursuant to this Agreement, GUARDIAN RFID retains title to any other deliverables under this Agreement, including, but not limited to, all copies and audiovisual aspects of the deliverables and all rights to patents, copyrights, trademarks, trade secrets, and other intellectual property rights in the deliverables.
 - (iii) Any and all trademarks and trade names which GUARDIAN RFID uses in connection with this Agreement are and shall remain the exclusive property of GUARDIAN RFID. Nothing in this Agreement will be deemed to give the Customer any right, title, or interest in any trademark or trade name of GUARDIAN RFID.
 - (iv) All right, title, and interest in all derivative works, enhancements, and other improvements to the Command Cloud System and Command Cloud Subscription Services (including any System Generated Data), and other GUARDIAN RFID intellectual property and all processes relating thereto, whether or not patentable, and any patent applications or patents based thereon, made or conceived during, and a result of, this Agreement shall be owned solely by GUARDIAN RFID. For the avoidance of doubt, GUARDIAN RFID will have all right, title, and interest in any modifications made to the Command Cloud System and Command Cloud Subscription Services, and other GUARDIAN RFID intellectual property to allow GUARDIAN RFID intellectual property to function with Customer's intellectual property and Customer's Third-Party Software. The Customer will, at GUARDIAN RFID's request, cooperate with and assist GUARDIAN RFID in obtaining intellectual property for any derivative works, enhancements, or other improvements covered by this paragraph.
 - (v) The Customer shall not remove, efface, or obscure any confidentiality, proprietary, copyright, or similar notices or disclaimers from the Command Cloud System and Command Cloud Subscription Services, or any materials provided under this Agreement.
- (b) GUARDIAN RFID Information. GUARDIAN RFID retains ownership of all GUARDIAN RFID Information.
- (c) Customer Information. The Customer retains ownership of all Customer Information.
- (d) Inmate Data and Personnel. The Customer owns any inmate management, monitoring, and tracking data collected as part of the Command Cloud System ("Inmate Data") and any Customer' personnel data collected as part of the Command Cloud System ("Customer Personnel Data"). Prior to the expiration or termination of this Agreement, the Customer may access the Inmate Data and Customer Personnel Data by either running a report on Command Cloud Subscription Services and exporting the Inmate Data and Customer Personnel Data, or requesting that GUARDIAN RFID run a report, at no additional expense to the Customer, and send the Customer the Inmate Data and Customer Personnel Data. Unless otherwise directed by the Customer, GUARDIAN RFID will maintain a copy of the Inmate Data and Customer Personnel Data for up to one (1) year after expiration or termination

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of this Agreement. Upon request of the Customer made within one (1) year after the expiration or termination of this Agreement, GUARDIAN RFID will run a report and send the Customer the Inmate Data and Customer Personnel Data in spreadsheet form. Customer hereby irrevocably grants all such rights and permissions in or relating to Inmate Data and Customer Personnel Data as are necessary or useful to GUARDIAN RFID to (i) enforce this Agreement, and (ii) exercise its rights and perform its obligations hereunder, including to generate and use System Generated Data.

12. WARRANTIES

(a) Command Cloud Subscription Services and Command Cloud Mobile Devices.

- (i) GUARDIAN RFID warrants to the Customer that, during the Term of this Agreement, the Command Cloud Subscription Services and Command Cloud Mobile Devices will operate in accordance with and otherwise conform in all material respects to their applicable Documentation.
- (ii) In the event of a claim by the Customer under this Command Cloud Subscription Services warranty, which claim should be made by notice to GUARDIAN RFID specifying with reasonable particularity the claimed non-conformity (a “Notice of Non-Conformity”), GUARDIAN RFID will use reasonable efforts to correct the non-conformity. If within sixty (60) days after receipt of the Notice of Non-Conformity from the Customer, GUARDIAN RFID shall not have either corrected the non-conformity or, in the case of a non-conformity which cannot be corrected in sixty (60) days, begun in good faith to correct the non-conformity, then the Customer’s sole remedy under this warranty is to receive a pro-rated refund of all prepaid subscription fees and terminate the Agreement in accordance with the provisions of Section 17(d), in which case the Notice of Non-Conformity sent by the Customer pursuant to this Section will be deemed to be the notice required by Section 17(d). If the non-conformity which cannot be corrected occurs prior to the time the Command Cloud System meets the Acceptance Criteria pursuant to Section 9(c) and the Customer terminates the Agreement pursuant to Section 17(d), then the Customer will receive from GUARDIAN RFID a refund of all fees paid under the Agreement, in which case the Customer must return to GUARDIAN RFID the Hardware and cease use of the Command Cloud Subscription Services and other products purchased from GUARDIAN RFID. In no other circumstances will GUARDIAN RFID be obligated to provide a refund of fees paid under the Agreement or be obligated to accept the return of Hardware or other products purchased from GUARDIAN RFID, except as set forth in Section 16 of this Agreement.
- (iii) In the event of a claim by the Customer under the Command Cloud Mobiles Devices warranty, GUARDIAN RFID will provide required maintenance and, if necessary, repair or replace any Command Cloud Mobiles Devices at no additional charge to the Customer. Command Cloud Mobile Devices warranty does not cover repairs or replacements that are necessitated by any one or a combination of the following:
 - (A) damage resulting from misuse, abuse, fire, liquid contact, or alterations by the Customer or any Customer Personnel; or
 - (B) corrective work necessitated by repairs made by anyone other than a GUARDIAN RFID authorized service technician or without GUARDIAN RFID’s prior written consent.

- (b) Hardware. GUARDIAN RFID will be solely responsible for processing and managing all Hardware warranty claims during the Term of this Agreement. Hardware consists of all non-Leased items, such as printers, laminators, and other equipment. All coverage periods for purchased Hardware begin on the latest to occur of (1) the Go-Live Date or (2) the date the Hardware is purchased and ends on the earliest to occur of (1) the end of the warranty period provided in this Section applicable to such Hardware or (2) the date this Agreement expires or is terminated. The Customer will contact GUARDIAN RFID in accordance with Section 8(a) for all Hardware-related issues. After receiving a Hardware-related warranty request, GUARDIAN RFID will provide instructions to the Customer to follow for facilitating a repair or replacement. Customer is responsible for shipping to GUARDIAN RFID.

- (c) DISCLAIMER OF OTHER WARRANTIES. EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, GUARDIAN RFID DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, GUARDIAN RFID DOES NOT GUARANTEE THAT THE COMMAND CLOUD SYSTEM WILL BE ACCESSIBLE ERROR-FREE OR UNINTERRUPTED. THE CUSTOMER ACKNOWLEDGES THAT GUARDIAN RFID DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT ACCESS TO THE COMMAND CLOUD SYSTEM MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS

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FACILITIES. GUARDIAN RFID IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

13. CUSTOMER OBLIGATIONS

- (a) Access to Premises and Authorized Customer Personnel. The Customer will provide Authorized GUARDIAN RFID Personnel with reasonable and timely access to the Customer's premises and Authorized Customer Personnel necessary for GUARDIAN RFID to perform its obligations under this Agreement.
- (b) Customer Project Manager. The Customer will name one primary Customer project manager, who will be the main point of contact between the Customer and GUARDIAN RFID with respect to project management ("Customer Project Manager"). The Customer Project Manager will be responsible for managing and coordinating the Customer's resources to complete assigned project tasks and activities. The Customer Project Manager will also be responsible for designating persons responsible for specific roles as needed, such as System Administrator, and ensuring that tasks assigned to these individuals are completed. The Customer Project Manager will also be responsible for signoffs of various project documents and will have the authority to speak for the Customer from a project perspective.
- (c) System Administrator. The Customer will name one or more primary system administrators to serve as a main point(s) of contact between the Customer and GUARDIAN RFID with respect to system administration (each, a "System Administrator"). At least one (1) System Administrator must be available at all times. The Customer will ensure that the System Administrators possess the appropriate technology and public safety knowledge and skills to perform this role sufficiently.
- (d) Hardware Installation. The Customer will be responsible for installing and maintaining all hardware not specified under this Agreement to be installed or maintained by GUARDIAN RFID.
- (e) Customer's Third-Party Software and Customer's Third-Party Hardware. The Customer will be solely responsible for obtaining, installing, maintaining, supporting, and updating the Customer's Third-Party Software and the Customer's Third-Party Hardware. The Customer expressly agrees that GUARDIAN RFID will have no responsibility under this Agreement for obtaining, installing, maintaining, supporting, or updating the Customer's Third-Party Software or the Customer's Third-Party Hardware.
- (f) Flow of Information. The Customer will be responsible for the accuracy and continuous flow of any information required from Customer's Third-Party Software and the Customer's Third-Party Hardware to the Command Cloud System that is required for the Command Cloud System to properly function.
- (g) Facility Preparation. The Customer will be responsible for performing any actions not specifically delegated to GUARDIAN RFID under this Agreement that are required to prepare the facility for installation of the Command Cloud System, including, but not limited to, providing appropriate uninterrupted power, air conditioning, sufficient space, electrical drops, network and physical security, network equipment (including Wi-Fi), network drops, and other similar items.
- (h) System Configuration. The Customer will make appropriate subject matter experts available to perform Command Cloud System configuration tasks as assigned.
- (i) Third-Party Costs. The Customer will be solely responsible for any third-party costs related to the implementation of the Command Cloud System. The Customer expressly agrees that GUARDIAN RFID will have no responsibility under this Agreement for any third-party costs related to the implementation of the Command Cloud System, including, but not limited to, any third-party costs associated with the implementation of any of the Customer's Third-Party Software or the Customer's Third-Party Hardware.
- (j) Proper Use of Command Cloud System. Each of the Authorized Customer Personnel must learn proper use of the Command Cloud System through one or a combination of the following: (1) attending one of the Customer End-User Training Classes, (2) attending a Refresher Training, or (3) receiving instruction on proper use of the Command Cloud System by another of the Authorized Customer Personnel who is familiar with the proper use of the Command Cloud System. The Customer acknowledges that the Command Cloud System is designed to deliver a wide range of inmate management, monitoring, and tracking solutions, but that the Command Cloud System relies on the Authorized Customer Personnel accurately and appropriately logging events and on the Customer fulfilling the obligations of this Section 13. The failure by the Customer or the Authorized Customer Personnel to properly use the Command Cloud System or fulfill the obligations of this Section 13 may prevent records logged using the Command Cloud System from being accurate.
- (k) Service Levels. The Customer is responsible for meetings its obligations set forth in the Service Level Agreement.

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- (l) Usage Seal. The Customer may display the Defended by GUARDIAN RFID™ Seal on the Customer's website and link the Defended by GUARDIAN RFID™ Seal to the GUARDIAN RFID website (<https://www.guardianrfid.com>). For avoidance of doubt, the "Defended by GUARDIAN RFID™ Seal" is as follows, a digital copy of which can be obtained from the GUARDIAN RFID Project Manager:

In addition, the Customer may, but is not required, to include some or all of the following additional information about GUARDIAN RFID on the Customer's website or through such other means as the Customer reasonably determines will effectively inform the public of such information:

[Insert Customer's Proper Name] uses GUARDIAN RFID to manage, monitor, and track inmates in-custody. Radio frequency identification (RFID) technology is used to support staff and inmate compliance and optimizes our data collection and reporting responsibilities as mandated by state and national corrections standards.

Inmates are required to wear non-implantable devices at all times. Any incident of non-compliance will not be tolerated, and an inmate will be subject to fines and disciplinary action, including prosecution.

All systems and devices using RFID technology are designed, tested, and manufactured to comply with Federal Communications Commission (FCC) regulations. RF energy levels generated are similar to those found in consumer electronics. Inmate-worn devices are hypoallergenic.

RF-based inmate identification is the exclusive property of [Insert Customer's Proper Name].

14. CONFIDENTIALITY

- (a) Use and Handling of Confidential or Proprietary Information. The Receiving Party shall keep the Confidential or Proprietary Information confidential, shall use such information solely for performing its obligations under this Agreement, and shall not disclose to any persons or entities any of the Confidential or Proprietary Information without the prior written consent of the applicable Disclosing Party. The Receiving Party shall make the Confidential or Proprietary Information available only to Receiving Party Personnel who have a demonstrable need for such information, provided that the Receiving Party has informed all such Receiving Party Personnel of the Receiving Party's obligations under this Agreement and such Receiving Party Personnel have agreed in writing to be bound by the terms of this Agreement, either by means of an agreement directly with the Disclosing Party or pursuant to an agreement with the Receiving Party which restricts the use of the Confidential or Proprietary Information received as Receiving Party Personnel. In accepting any Confidential or Proprietary Information disclosed to the Receiving Party under this Agreement, the Receiving Party agrees to preserve the confidentiality of such information with at least the same degree of care as that taken by the Receiving Party to preserve and protect its own Confidential or Proprietary Information, in no case less than a reasonable degree of care. The Receiving Party agrees to maintain adequate safeguards and procedures to prevent the theft, loss, or dissemination of any of the Confidential or Proprietary Information, and, in the event of any such theft, loss, or dissemination, shall notify the Disclosing Party immediately.
- (b) Exceptions to Confidential Treatment. The Receiving Party shall not be obligated to maintain any information in confidence or refrain from use if:
- (i) the information was lawfully in the Receiving Party's possession or was known to it prior to its disclosure from the Disclosing Party as evidenced by written records;
 - (ii) the information is, at the time of disclosure, or thereafter becomes public knowledge without the fault of the Receiving Party (provided, however, that the act of copyrighting, patenting, or otherwise publishing or aiding in publication by the Disclosing Party shall not cause or be construed as causing the copyrighted materials or patented technologies to be in the public domain);
 - (iii) the information is or becomes rightfully available on an unrestricted basis to the Receiving Party from a source other than the Disclosing Party which did not acquire the same under an obligation of confidentiality to the Disclosing Party;
 - (iv) the information becomes available on an unrestricted basis to a third party from the Disclosing Party or from someone acting under its control;
 - (v) disclosure is required by subpoena or pursuant to a demand by any governmental authority;
- or

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- (vi) disclosure is required by open records laws, such as the federal Freedom of Information Act or similar state “sunshine” laws.

Before relying on the exceptions of this Section 14(b), and disclosing any Confidential or Proprietary Information, the Receiving Party shall notify the Disclosing Party in writing of its intent to do so, and give the Disclosing Party a period of fifteen (15) days to object or otherwise take action to protect its rights and interest in such information.

- (c) Return of Materials. Upon request from the Disclosing Party, the Receiving Party shall immediately return to the Disclosing Party all copies of Confidential or Proprietary Information received under this Agreement as well as all copies of notes, reports, or other documents or materials that reflect such Confidential or Proprietary Information; provided, however, that if the Disclosing Party requests, the Receiving Party shall immediately destroy all Confidential or Proprietary Information and certify such destruction to the Disclosing Party.

15. LIMITATION OF LIABILITY

IN NO EVENT WILL GUARDIAN RFID’S LIABILITY TO THE CUSTOMER FOR DAMAGES UNDER THIS AGREEMENT, EXCLUDING GUARDIAN RFID’S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, EXCEED THE AMOUNT OF FEES PAID BY THE CUSTOMER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE ACTION THAT GAVE RISE TO SUCH CLAIM. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO ANY CLAIMS OF INFRINGEMENT OR CLAIMS INVOLVING BODILY INJURY, DEATH, OR DAMAGE TO PROPERTY. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR SPECIAL LOSS OR DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THEIR RESPECTIVE OBLIGATIONS UNDER THIS AGREEMENT.

16. INTELLECTUAL PROPERTY INDEMNIFICATION

Indemnification by GUARDIAN RFID. GUARDIAN RFID will defend, indemnify, and hold harmless the Customer and the Authorized Customer Personnel (the “Customer Indemnified Parties”), from and against all reasonable and necessary costs, charges and expenses (including attorneys’ fees) arising from any third-party claim, action, suit, or proceeding against any Customer Indemnified Party (a “Customer Indemnified Claim”) to the extent the Customer Indemnified Claim is based on: (i) any claim that the Command Cloud System infringes a patent, copyright, or other proprietary right or violates a trade secret.

17. TERM AND TERMINATION

- (a) Term. The initial term of this Agreement shall begin on the Effective Date and extend to the third anniversary of the Go-Live Date (the “Initial Term”). After the Initial Term, subject to Section 17(b), this Agreement may be renewed by mutual written agreement of the Parties for one (1) additional three-year (3-year) period (the “Extended Term”).
- (b) Non-Renewal. This Agreement may be terminated for convenience by either party by providing a non-renewal notice to the other party at least sixty (60) days prior to the end of the Initial Term or Extended Term, as applicable. Such termination will be effective as of the end of such Initial Term or Extended Term, as applicable.
- (c) Termination by GUARDIAN RFID for Cause.
 - (i) GUARDIAN RFID may terminate this Agreement upon sixty (60) days’ notice to the Customer if the Customer breaches its obligation to pay any fee or otherwise materially breaches any provision of this Agreement not otherwise specified in Section 17(c)(ii) and fails to cure such breach within such notice period.
 - (ii) GUARDIAN RFID may terminate this Agreement immediately and discontinue any of its obligations under this Agreement by notice to the Customer if:
 - (A) the Customer ceases to actively conduct its business, files a voluntary petition for bankruptcy or has filed against it an involuntary petition for bankruptcy, makes a general assignment for the benefit of its creditors, or applies for the appointment of a receiver or trustee for substantially all of its property or assets or permits the appointment of any such receiver or trustee;
 - (B) the Customer attempts, without the prior written consent of GUARDIAN RFID, to assign its rights and obligations under this Agreement, in whole or in part, whether by merger, consolidation, assignment, sale of stock, operation of law, or otherwise; or
 - (C) the Customer fails to comply with the provisions regarding GUARDIAN RFID’s intellectual property rights in Section 11(a) and 11(b), or the Confidentiality provisions of Section 14.

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- (d) Termination by the Customer for Cause. The Customer may terminate this Agreement upon sixty (60) days' notice to GUARDIAN RFID if GUARDIAN RFID materially breaches any provision of this Agreement and fails to cure such breach within such notice period, provided, however, that if such breach cannot be cured within sixty (60) days and GUARDIAN RFID has begun in good faith to cure such breach, then GUARDIAN RFID shall have an additional period of sixty (60) days to cure such breach. This provision shall apply in the event that GUARDIAN RFID is unable to correct a non-conformity pursuant to Section 12(a)(ii) of this Agreement.
- (e) Post-Termination Rights and Obligations.
 - (i) Upon expiration or termination of this Agreement, all rights granted to the Customer under this Agreement for the Command Cloud System will immediately terminate and revert to GUARDIAN RFID and the Customer must discontinue all use of the Command Cloud System, including Command Cloud Subscription Services and Command Cloud Mobile Devices.
 - (ii) The following shall survive the expiration or termination of this Agreement:
 - (A) The provisions of Sections 11 ("Intellectual Property Rights"), 14 ("Confidentiality"), 15 ("Limitation of Liability"), and 16 ("Indemnification");
 - (B) The provisions of Section 10 ("Fees and Payment Terms"), with respect to fees incurred prior to the expiration or termination of the Agreement and with respect to fees accelerated in connection with such expiration or termination; and
 - (C) The Customer's obligation to pay any fees incurred prior to the expiration or termination of the Agreement or accelerated in connection with such expiration or termination.

18. INSURANCE

- (a) Types of Insurance. GUARDIAN RFID will maintain in full force and effect insurance of the following kinds and amounts, and meeting the other requirements set forth in this Section.
 - (i) Commercial General Liability Insurance. Occurrence based commercial General Liability insurance or equivalent form with a limit of \$2,000,000 per each occurrence and a general aggregate limit of \$2,000,000.
 - (ii) Occurrence Based Products and Completed Operations Liability Insurance. Products and Completed Operations liability insurance with a limit of \$2,000,000 per each occurrence and a general aggregate limit of \$2,000,000.
 - (iii) Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a limit of \$1,000,000, Combined Single Limits. Such insurance will include coverage for all autos (including owned, hired, and non-owned vehicles).
 - (iv) Workers' Compensation Insurance. Workers' compensation insurance or equivalent form with limits not less than:
 - (A) Bodily Injury by Accident: \$1,000,000 Each Accident
 - (B) Bodily Injury by Disease: \$1,000,000 Each Employee
 - (C) Bodily Injury by Disease: \$1,000,000 Policy Limit
 - (v) Cyber Security Liability. \$4,000,000 per claim with an aggregate limit of \$4,000,000.
 - (vi) Commercial Umbrella: \$4,000,000 limit which may apply in addition to the limits in sections (i) – (iv) above if needed.
- (b) Certificates of Insurances. At the Customer's request, GUARDIAN RFID will provide properly executed Certificates of Insurance which will clearly evidence all insurance required in this Agreement and which provide that such insurance may not be canceled, except on thirty (30) days prior written notice to the Customer.
- (c) Additional Insured. GUARDIAN RFID will name Customer, including its boards, officials, and employees, as additional insured on all policies named herein.

19. INDEPENDENT CONTRACTOR RELATIONSHIP

It is expressly understood by the Customer and GUARDIAN RFID that GUARDIAN RFID and any Authorized GUARDIAN RFID Personnel will not be construed to be, and are not, employees of the Customer. GUARDIAN RFID will provide services to the Customer as an independent contractor with control over the time, means, and methods for fulfilling its obligations under this Agreement.

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GUARDIAN RFID further acknowledges that neither it nor any of the Authorized GUARDIAN RFID Personnel is entitled to benefits from the Customer such as holiday time, vacation time, sick leave, retirement benefits, health benefits, or other benefits usually associated with employment with the Customer.

Customer is a public employer as defined by Section 145.01(D) of the Ohio Revised Code. Customer has classified GUARDIAN RFID as an independent contractor, and as a result, will not make any contributions to the Ohio Public Employees Retirement System ("OPERS") for or on behalf of GUARDIAN RFID or any of its officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Agreement. GUARDIAN RFID acknowledges and agrees that the Customer, in accordance with R.C. 140.038(A), has informed it of such classification and that no contributions will be made. If GUARDIAN RFID has less than five (5) employees, GUARDIAN RFID, in support of being so informed, agrees to and shall complete and have each of its employees complete an OPERS Independent Contractor Acknowledgement Form. If GUARDIAN RFID has five (5) or more employees, GUARDIAN RFID, by its signature of authorized representative below, hereby certifies such a fact in lieu of completing the form:



GUARDIAN RFID Authorized Representative

20. MISCELLANEOUS

- (a) Entire Agreement. This Agreement, including its Addenda and documents or other information specifically referenced in or incorporated into this Agreement, constitutes the entire expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In the event of a conflict between the Sections 1 through 20 of the Agreement and any of its Addenda and documents or other information specifically referenced in or incorporated into this Agreement, the language of Sections 1 through 20 of the Agreement will control.
- (b) Amendments. The parties may not amend this Agreement except in a writing that each party signs. The terms of such amendment will apply as of the effective date of the amendment unless the amendment specifies otherwise.
- (c) Waiver. No provision of this Agreement will be waived except pursuant to a writing executed by the party against which the waiver is sought. No waiver will be applicable other than in the specific instance in which it is given. No failure to exercise, partial exercise of, or delay in exercising any right or remedy or failure to require the satisfaction of any condition under this Agreement will operate as a waiver or estoppel of any right, remedy, or condition.
- (d) Assignment. This Agreement will be binding upon, and the benefits and obligations provided for in this Agreement will inure to, the parties and their respective owners, shareholders, members, heirs, legal representatives, successors, and assigns. Neither Party may assign without the prior written consent of the other Party, which consent will not be unreasonably withheld, their rights and obligations under this Agreement, in whole or in part, whether by merger, consolidation, assignment, sale of stock, operation of law, or otherwise, and any attempt to do so will be deemed a material breach of this Agreement.
- (e) Notice. Except as otherwise provided in this Agreement, each party giving any notice required under this Agreement will do so in writing and will use one of the following methods of delivery:
 - (i) Delivered personally, with the notice effective upon delivery;
 - (ii) U.S.-recognized overnight courier, with the notice effective at the time delivery is shown in the courier's records; or
 - (iii) Postage prepaid by U.S. registered or certified mail, return receipt requested, with the notice effective upon receipt or upon the date that delivery is attempted and refused.

All notices shall be addressed to the parties at the addresses set forth in the recitals of this Agreement, except that either party may designate another notice address in a notice given under this Section.
- (f) Severability. If any provision of this Agreement is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not be affected or impaired.
- (g) Remedies. Unless otherwise specified in this Agreement, the rights and remedies of both parties set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to it at law or in equity.

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- (h) Construction. This Agreement will be constructed as if drafted by both parties and will not be strictly construed against either party because of drafting.
- (i) Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- (j) No Third-Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties to this Agreement.
- (k) Force Majeure. Any delay or failure of performance of either party to this Agreement will not constitute a breach of the Agreement or give rise to any claims for damages, if and to the extent that such delay or failure is caused by a Force Majeure Event. If one of the parties intends to invoke this provision, that party will promptly notify the other party of the cause of the delay or failure beyond its reasonable control and will use commercially reasonable efforts to mitigate the resulting delay or failure. This Section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or the Customer's obligation to pay for the Command Cloud System under this Agreement.
- (l) Non-Discrimination. GUARDIAN RFID agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and the Americans with Disabilities Act of 1990. GUARDIAN RFID agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities, or sexual orientation. Any act of discrimination committed by GUARDIAN RFID, or failure to comply with these obligations when applicable shall be grounds for termination of this Agreement.
- (m) Export Control. GUARDIAN RFID agrees that if the U.S. export laws are or become applicable, it will not export any of the Customer's data and/or information received under this Agreement to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless GUARDIAN RFID has obtained prior written consent from the appropriate authority responsible for such matters.
- (n) Government Rights. Each of the software components of the Command Cloud System and any related documentation provided by GUARDIAN RFID is a "commercial product" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Accordingly, if Customer is an agency of the US government or any contractor therefor, Customer only receives those rights with respect to these items as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US government licensees and their contractors.
- (o) Cooperative Purchasing. GUARDIAN RFID acknowledges that the Customer has a role in developing and encouraging cooperative purchasing efforts among governmental entities. GUARDIAN RFID agrees to use commercially reasonable efforts to assist the Customer in facilitating its cooperative purchasing efforts to the extent such efforts relate to the Command Cloud System.
- (p) Contract Maximum. The Parties hereby agree and GUARDIAN RFID acknowledges that the total cost of the compensation and fees paid to GUARDIAN RFID under the initial term of this Agreement will not exceed \$60,000.00.
- (q) Governing Law. The laws of the State of Ohio govern all matters arising out of or related to this Agreement. Any legal suit, action, or proceeding arising out of or related to this Agreement will be instituted exclusively in the federal courts of the United States situated in Ohio or the courts of the State of Ohio in each case located in Delaware County, Ohio, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.
- (r) Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 14 or, in the case of Customer, Section 5, would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, the other Party will be entitled to seek equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.
- (s) Access to Records. At any time during regular business hours, with reasonable notice, and as often as Customer or Customer's authorized agent may deem necessary, GUARDIAN RFID shall make

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available to any or all of above-named parties, at no cost, all contracts, subcontracts, invoices, receipts, reports, documents, and all other information or data, regardless of form or media, relating to all matters covered by this Agreement (collectively “Records”). Customer and above-named parties shall be permitted by GUARDIAN RFID and shall be entitled to inspect or audit and/or make excerpts, copies, and/or transcripts of the Records.

- (t) Retention of Records. For a minimum of three (3) years after expiration or termination of this Agreement, GUARDIAN RFID shall retain and maintain, and assure all subcontractors retain and maintain, all Records. If an audit, litigation, or other action related to this Agreement is initiate during the term of this Agreement or the three (3) year retention period, GUARDIAN RFID and its applicable subcontractors shall retain and maintain the Records until the action is concluded and all issues are resolved or the three (3) years have expired, whichever occurs later.
- (u) Findings for Recovery. By signing below, GUARDIAN RFID certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- (v) Invalid Terms. The Parties agree that any term and condition contained in the Agreement, its ordering documents, quotes, or other materials that conflicts with Section 307.901(B) of the Ohio Revised Code is void ab initio, and the Agreement is otherwise enforceable as if it did not contain the violating term or condition.
- (w) Competitive Bidding. This Agreement is not required to be competitively bid in accordance with R.C. 307.86.
- (x) Counterparts. This Agreement may be executed in counterparts.
- (y) Authority. 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.

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

23
RESOLUTION NO. 26-491

IN THE MATTER OF ESTABLISHING NEW FUNDS AND ORGANIZATION KEYS, APPROVING SUPPLEMENTAL APPROPRIATIONS AND TRANSFER OF APPROPRIATIONS FOR THE SHERIFF’S OFFICE:

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

New Fund		
319	IDEP	
New Organization Keys		
31931360	IDEP	
Supplemental Appropriations		
31931360-5004	IDEP Overtime	35,000.00
31931360-5102	IDEP Workers Comp	500.00
31931360-5120	IDEP County Share/OPERS	6,500.00
31931360-5131	IDEP County Share/Medicare	525.00
New Fund		
320	STEP	
New Organization Keys		
32031361	STEP	
Supplemental Appropriations		
32031361-5004	STEP Overtime	35,000.00
32031361-5102	STEP Workers Comp	500.00
32031361-5120	STEP County Share/OPERS	6,500.00
32031361-5131	STEP County Share/Medicare	525.00
Transfer of Appropriation		
From:	To:	
28631357-5004	28631357-5450	15,000.00
LEAP Forward 2024	LEAP Forward 2024	

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Overtime	Machinery & Equip (>\$5,000)	
28631357-5201	28631357-5450	5,000.00
LEAP Forward 2024	LEAP Forward 2024	
Gen Supplies & Equip <1,000	Machinery & Equip (>\$5,000)	
28631357-5301	28631357-5450	10,000.00
LEAP Forward 2024	LEAP Forward 2024	
Contracted Prof. Services	Machinery & Equip (>\$5,000)	
28631357-5365	28631357-5450	5,000.00
LEAP Forward 2024	LEAP Forward 2024	
Grant Related Services	Machinery & Equip (>\$5,000)	
Vote on Motion	Mrs. Lewis aye Mr. Merrell aye Mr. Benton aye	

24
ADMINISTRATOR REPORTS – No Reports

25
COMMISSIONERS’ COMMITTEES REPORTS
Mr. Merrell

- Wished Ali Glusich a very happy birthday
- Stated he just returned from vacation

Mrs. Lewis

- Participated in the Sunbury July 4th parade.
 - There was a large turnout for the parade and their guests from Costa Rica thoroughly enjoyed the parade and loved celebrating the USA.
 - Mr. George Katisa and Judge Hejmanowski also participated in the Sunbury parade

Mr. Benton

- Hope everyone had a good safe 250 celebration
 - National Celebrations were amazing and the other countries that participated was great
- Trail Enhancement Grants open and are due in by October 1, 2026
- Attended the TID meeting and Stockwell Road project is moving forward
- Lewis Center Chamber is starting a new chapter
 - Will attend the kickoff Tuesday, July 14, 2026

26
RESOLUTION NO. 26-492

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF
COLLECTIVE BARGAINING AND CONFIDENTIAL INFORMATION RELATED TO
ECONOMIC DEVELOPMENT:

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:

COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 9, 2026

Section 1. The Board hereby adjourns into executive session for consideration of Collective Bargaining and information related to Economic Development.

Section 2. The Board hereby adjourns into 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.

Section 3. The Board hereby finds and determines that the information listed in Section 2 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.

Section 4. The Board hereby finds and determines that the executive session held pursuant to Section 2 is necessary to protect the interests of an applicant for economic development assistance or the possible investment or expenditure of public funds to be made in connection with the economic development project.

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

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RESOLUTION NO. 26-493

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 Mrs. Lewis aye Mr. Merrell aye Mr. Benton aye

There being no further business, the meeting adjourned.

Jeff Benton

Barb Lewis

Gary Merrell

Jennifer Walraven, Clerk to the Commissioners