

RESOLUTION NO. 23-03-341

ACCPET QUOTE/AUTHORIZE PURCHASE
ELECTRONIC SEARCH WARRANT SOFTWARE (EZ WARRANT SOFTWARE)

MIAMI COUNTY COMMON PLEAS/MUNICIPAL COURTS

Mr. Simmons introduced the following resolution and moved it be adopted:

WHEREAS, ON March 11, 2021, the President of the United States signed into law the American Rescue Plan Act ("ARPA") which authorized the disbursement of \$362,000,000,000.00 in federal fiscal recovery aid to state and local governments (State and Local Aid), including \$65,000,000,000.00 in direct aid to counties, to mitigate the effects of the COVID-19 pandemic; and

WHEREAS, on July 30, 2021, Miami County received direct payments from the United States (US) Treasury in federal fiscal recovery aid to state and local governments (State and Local Aid) authorized by the American Rescue Plan Act (ARPA); and

WHEREAS, The Department of Treasury issued the interim Final Rule on May 10, 2021 and a Final Rule on January 6, 2022 effective April 1, 2022, to provide guidance on permissible uses; and

WHEREAS, the Miami County Common Pleas Court in conjunction with the Miami County Municipal Courts, Troy, Ohio request funding to purchase software to allow for the processing of electronic search warrants through EzWarrant by StepMobile, Inc., Mansfield, Ohio which will allow the most efficient and risk free processing of criminal search warrants; and

WHEREAS, EzWarrant is a state approved vendor and the current vendor of the court's Probation Case Management System; and

WHEREAS, EzWarrant by StepMobile, Inc., Mansfield, Ohio software will allow law enforcement to create and upload their Affidavit and Search Warrant with supporting documentation onto the EzWarrant software portal from anywhere and the platform is an efficient timesaving tool to perform an essential legal function of both law enforcement and the courts; and

WHEREAS, the County Courts desire to enter into a two-year EzWarrant Subscription Agreement, effective April 1, 2023.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Miami County, Ohio to accept the attached quote from EzWarrant by StepMobile, Inc., Mansfield, Ohio and authorize the Miami County Common Pleas Court and the Miami County Municipal Courts to enter into a two-year EzWarrant Subscription Agreement for the software platform with EzWarrant by StepMobile, Inc., Mansfield, Ohio. The cost of the software shall not exceed \$4,800.00 annually (\$9,600.00 for two years), effective April 1, 2023, which will be paid from Fund 198.

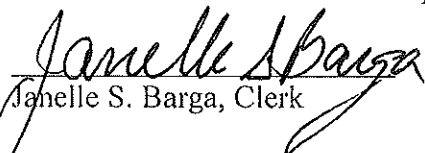
Mr. Mercer seconded the motion and the Board voted as follows upon roll call:

Mr. Mercer, Yea; Mr. Westfall, Yea; Mr. Simmons, Yea;

DATED: March 23, 2023

CERTIFICATION

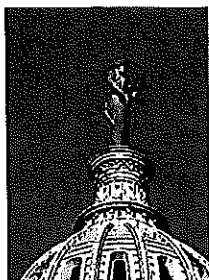
I, Janelle S. Barga, Clerk to the Board of Miami County Commissioners, do hereby certify that this is a true and correct transcript of action taken by the board under the date of March 23, 2023.


Janelle S. Barga, Clerk

Cc: Journal
 Auditor
 Requesting Department(s)
 MCC – Carrie Vaughan

MIAMI COUNTY, OHIO
Home. Grown. Great

Hon. Jeannine N. Pratt
Miami County Common Pleas Court
201 West Main Street
Troy, OH 45373
937-440-6018



Miami County Courts

Hon. Gary A. Nasal
Miami County Municipal Court
201 West Main Street
Troy, OH 45373
937-440-3934

October 4, 2022

TO: Charlotte Colley, Miami County Commissioner's Administrator
Miami County Commissioners

ATTN: ARPA Committee

RE: Request for Funding for Electronic Search Warrant Software

Dear Committee Members:

The Miami County Common Pleas Court and the Miami County Municipal Court request funding to purchase computer software to allow for the processing of electronic search warrants ("EzWarrant Software"). The EzWarrant software has been developed by StepMobile, Inc. who is a state approved vendor and current vendor of the court's Probation Case Management System. Both Courts believe the purchase of the EzWarrant software will allow the most efficient and risk free processing of criminal search warrants.

I. Current Process of Requesting and Executing Criminal Search Warrants

It has long been the standard practice of courts to process requests for criminal search warrants by paper. Law enforcement generates search warrants in house via some word document, print it out, take it to the prosecutor for review and then physically appear before the judge/magistrate to request the search warrant, swearing in and written approval. If the Judge's

approves, law enforcement then must serve the warrant on a particular person/place and create a written inventory of what is seized and return by paper to the Clerk of Court for filing. All law enforcement agencies within the county and adjacent counties request search warrants in this fashion. Some of the requests are time sensitive requiring an officer to transport the request via paper to a Judge wherever they may be located (home or office) at all times of the day/night and weekends. As you can imagine, this can require an officer traveling from one side of the county to the next. One must consider the officer's travel time, officer's downtime waiting on the availability of a judge and then the time it takes serving the executed search warrant likely in another area of the county. Should this process be delayed or derailed, an officer could lose critical evidence necessary to prove a case or keep a dangerous defendant at large.

This is an issue across the state. Understanding the problems associated with the logistics of this process as well as safety and efficiency, the Ohio Supreme Court recently amended the court rules to allow for electronic processing of search warrants.

II. Benefits of Electronic Search Warrants

Electronic search warrants would allow law enforcement to create and upload their Affidavit and Search Warrant with supporting documentation onto the EzWarrant software portal from anywhere (their car, office or home). The portal would send electronically to prosecutors for review and approve electronically for submission to the judges. Once that is done, the system electronically notifies the judge that a search warrant has been requested by text, email or Robo-call. A judge can access and review the search warrant electronically, determine if it meets legal standard and call or FaceTime the officer to swear in and electronically approve. The judge can also reject the request electronically, seek more information and if previously rejected the judicial officer can view the reasons for the rejection. This is all done electronically via the EzWarrant portal. This prevents officers traveling around the county to find and appear before a judge to request approval and execution of the search warrant. This eliminates officers coming to the private homes of judges at all hours of the day/weekend. This also reduces the number of interruptions in a judge's regular docket to entertain a search warrant request. This is an efficient, timesaving tool to perform an essential legal function of both law enforcement and the courts.

III. COVID Related

As a result of COVID and with the understanding of the importance of limiting social contact, the EzWarrant software eliminates unnecessary exposure or contacts between judges, court staff/personnel, family members and law enforcement both at their offices and homes. Yes -we all work with the public but utilizing this electronic process for obtaining a search warrant diminishes risk exposure. This is a mitigation and prevention effort by the Courts and law enforcement to reduce exposure of persons and costs associated with exposure i.e. Healthcare

costs, loss of staff, downtime, etc. while still maintaining and continuing our essential legal duties efficiently.

IV. Stakeholder Buy-In

The Courts have met several times with law enforcement agencies countywide, prosecutors both Municipal and County, Clerk of Court and IT, to determine the level of interest in using the EzWarrant software and its compatibility with current equipment. 100% of the law enforcement agencies have responded with approval of usage by their officer personnel. The Clerk is willing to accept whatever search warrant return electronically and IT said it met standards and was compatible with existing software. The Courts view this as a partnership with our community stakeholders and a benefit to all agencies/departments countywide alike.


The Courts have received a quote from Step Mobile, Inc. It is so attached for your review. The cost to each court is \$200 per month or \$2400 annually for each court (\$4,800 annually). This would permit each court to designate four (4) authorized (judicial) users. We would ask the Committee to approve ARPA funds for the full two year limit.

Thank you for your consideration of this request. Should you have any questions or need further information, please feel free to contact Judge Jeannine N. Pratt.

Respectfully,



Jeannine N. Pratt
Common Pleas Court Administrative Judge



Gary A. Nasal
Municipal Court Administrative Judge

This Software Subscription Agreement hereinafter referred to as "Agreement" is made between StepMobile, LLC (hereinafter referred to as "Seller") located at 70 West 4th Street, Mansfield, Ohio 44903 and Miami County by and through its Board of County Commissioners (hereinafter referred to as "County") with its principal place of business at 201 W. Main Street, Troy, Ohio 45373. This Agreement is effective as of the date of the last signature below ("Effective Date"). The parties agree as follows:

BY ACCEPTING THIS AGREEMENT, EITHER BY INDICATING COUNTY'S ACCEPTANCE, BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR BY UTILIZING THE SERVICES (DEFINED BELOW), COUNTY AND SELLER AGREE TO THIS AGREEMENT. THIS AGREEMENT IS A LEGALLY BINDING CONTRACT BETWEEN MIAMI COUNTY, OHIO AND SELLER AND SETS FORTH THE TERMS THAT GOVERN THE LICENSE PROVIDED TO THE COUNTY HEREBUNDER AS WELL AS THE OBLIGATIONS OF THE PARTIES. ANY CHANGES, ADDITIONS OR DELETIONS BY EITHER PARTY TO THIS AGREEMENT WILL NOT BE ACCEPTED AND WILL NOT BE A PART OF THIS AGREEMENT UNLESS AGREED UPON AND REDUCED TO WRITING AS AN AMENDMENT TO THIS CONTRACT.

SCOPE OF SERVICES: The Seller's portal provides "Users" who are defined as law enforcement officers, prosecutors and judges who have legal authority, to seek, review and issue search warrants in county, by electronic means via web-enabled devices. Notifications are sent automatically via SMS, email, or voice call to interested parties. All authorized users will be assigned a security PIN authentication code that enables their signatures to be affixed to the document. The process will comply with all Ohio statutes, rules and applicable Ohio law relative to electronic warrants.

1. PROVISION OF SERVICES.

- 1.1 **Services Provided.** Seller is providing a cloud-based search warrant processing service. This service consists of a law enforcement platform to fill, sign and submit a warrant to the court. The system also includes a court platform to receive the submitted warrant, review, sign and return the warrant to the law enforcement officer on a legally executable form. A platform for prosecutor review and clerk access is also available. The "swearing-in" process is conducted via our built in phone pbx. The call is recorded and stored in Seller's system for a minimum of seven years. Recordings can be accessed anytime in the court platform by the County or its Users. Before deleting or otherwise destroying the recording, the Seller shall contact County and offer to provide copies of all material recorded by County or its Users. Users shall not have the power to modify any court signed and issued process.
- 1.2 **Services License.** Upon payment of fees and subject to continuous compliance with this

Agreement, Seller hereby grants County a limited, nonexclusive, non-transferable license to access, use, and install (if applicable) the Services, Software, and Documentation during the Term (defined below). County may provide, make available to, or permit County's users to use or access the Services, the Software, or Documentation, in whole or in part. County agrees that Seller may deliver the Services or Software to County with the assistance of its Affiliates, licensors, and service providers. During the Term (as defined herein), Seller may update or modify the Services or Software or provide alternative Services or Software to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability of a third-party program. Seller's updates or modifications to the Services or Software or provisions of alternative Services or Software will not materially reduce the level of performance, functionality, security, or availability of the Services or Software during the Term of this Agreement. If Seller decides to terminate this contract, then it shall give written notice of sixty (60) days in advance of the date of termination, in writing, at the address set forth herein, and delivered to County by registered or certified U.S. Mail.

2. LICENSE RESTRICTIONS; OBLIGATIONS.

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

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

3. PROPRIETARY RIGHTS.

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

3.2 Ownership of County's Data. County and County's Users retain all right, title, and interest in and to all copyright, trademark, patent, trade secret, intellectual property, and other proprietary rights in and to County's Data. Seller has no right to the transfer of any data provided to it, to any person or entity without the expressed written consent of County. None of the data received by Seller from County shall be made public for the benefit of Seller's business or for any other reason without Seller's written permission. None of the data provided by County to Seller shall be provided to any third party or any other entity except as necessary to make Seller's system operate and Seller shall explicitly advise such recipient of County's data that disclosure of the same outside the permissions set forth herein might result in criminal or civil penalties. Seller shall not destroy any data provided to it by County without the express consent of County and data not destroyed shall be returned to County. Seller shall not retain any copies of data returned to County. Violation of this provision may constitute a criminal violation under Ohio law and the Party(ies) responsible for the theft or dissemination of such data may be subject to criminal prosecution. All data received by Seller from County shall be retained by Seller until returned to County and shall not be destroyed or disseminated except as provided herein and all such data shall be returned to County upon termination of this Agreement.

4. TERM; TERMINATION.

4.1 Term. Unless terminated earlier in accordance with this Section, this Agreement will begin on the Effective Date and will continue for a period of 12 months.

4.2 County's Termination Rights. County may terminate the Agreement by providing written notice to Seller not later than sixty (60) days prior to the date of termination or immediately if Seller becomes subject to bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors; Seller infringes or misappropriates County's data or Seller breaches this Agreement.

4.3 Seller's Suspension or Termination Rights. Seller may suspend or terminate this Agreement upon sixty (60) days' prior written notice or immediately if County becomes subject to bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors; County infringes or misappropriates Seller's intellectual property; County breaches this Agreement, including failure to pay fees when due.

4.4 Effect of Termination. Termination for cause shall not relieve County of the obligation to pay any fees or other amounts accrued or payable to Seller through date of termination. County shall not receive a credit or refund for any fees or payments made prior to termination for cause. Without prejudice to any other rights, upon termination, County must cease all use of the Services, Software, and Documentation and destroy or return (upon request by Seller) all copies of the Services, Software, and Documentation. Seller acknowledges and agrees that County will retrieve and Seller will make available all of County's Data, recordings and any copies thereof from Seller within five (5) business days of the termination of this Agreement, and that

Seller shall retain none of County's data or copies thereof.

5. FEES AND PAYMENT; TAXES.

- 5.1 Fees and Payment.** All orders placed will be considered final upon acceptance by Seller. Fees will be due and payable as set forth on the Order Form. Unless otherwise set forth herein, fees shall be as set forth herein. If County fails to pay, Seller shall be entitled, at its sole discretion, to: (i) suspend provision of the Services until County fulfills County's pending obligations; (ii) charge County a legal late charge for government entities; and/or (iii) terminate this Agreement.
- 5.2** Seller is licensed at \$200/month per court entity code, up to four judges. Each additional judge inside the court is \$50/month. One judge serving multiple court entities is assessed once at \$200/month. Payments can be arranged monthly, quarterly, or annually, 12-month commitment.
- 5.3 Taxes.** Miami County is a tax exempt entity.

6. DATA; PROTECTION OF COUNTY'S DATA.

- 6.1 County's Data.** Seller and its Affiliates may remove County's Data or any other data, information, or content of data or files used, stored, processed or otherwise by County or County's Users that Seller, in its sole discretion, believes to be or is a Virus.
- 6.2 Protection of County's Data.** Each party shall comply with its respective obligations under applicable data protection laws. Each party shall maintain appropriate administrative, physical, technical, and organizational measures that ensure an appropriate level of security for Confidential Information and Personal Data. County is responsible for ensuring that the security of the Services is appropriate for County's intended use and the storage, hosting, or processing of Personal Data and Seller shall fully disclose all techniques, software, hardware, and physical facilities with which it insures the security of County's data.

7. CONFIDENTIAL INFORMATION.

As used in this Agreement, Confidential Information means any nonpublic information or materials disclosed by either party to the other party, either directly or indirectly, in writing, orally, or by inspection of tangible objects that the disclosing party clearly identifies as confidential or proprietary. For clarity, Confidential Information includes Personal Data, and Seller's Confidential Information includes the Services, Software, and any information or materials relating to the Services, Software (including pricing), or otherwise. Confidential Information may also include confidential or proprietary information disclosed to a disclosing party by a third party.

The receiving party will: (i) hold the disclosing party's Confidential Information in

confidence and use reasonable care to protect the same; (ii) restrict disclosure of such Confidential Information to those employees or agents with a need to know such information and who are under a duty of confidentiality respecting the protection of Confidential Information substantially similar to those of this Agreement; and (iii) use Confidential Information only for the purposes for which it was disclosed, unless otherwise set forth herein. The restrictions will not apply to Confidential Information, excluding Personal Data, to the extent it (i) is (or through no fault of the recipient, has become) generally available to the public; (ii) was lawfully received by the receiving party from a third party without such restrictions; (iii) was known to the receiving party without such restrictions prior to receipt from the disclosing party; or (iv) was independently developed by the receiving party without breach of this Agreement or access to or use of the Confidential Information.

The recipient may disclose Confidential Information to the extent the disclosure is required by law, regulation, or judicial order, provided that the receiving party will provide to the disclosing party prompt notice, where permitted, of such order and will take reasonable steps to contest or limit the steps of any required disclosure. The parties agree that any material breach of Section 2 or this Section 7 will cause irreparable injury and that injunctive relief in a court of competent jurisdiction will be appropriate to prevent an initial or continuing breach of these Sections in addition to any other relief to the applicable party may be entitled. Disclosure of County's data by Seller may result in criminal charges against Seller, its agents or employees and civil liability to injured citizens whose legal and civil rights may be violated by the release of County's data.

8. **WARRANTY.**

Seller warrants its product and service fit for the purposes for which they are intended.

9. **SUPPORT.**

- 9.1 If applicable to County, Seller shall, during the Term, provide County with Support in accordance with the applicable support terms and conditions. County agrees to: (i) promptly contact Seller with all problems with the Services or Software; and (ii) cooperate with and provide Seller with all relevant information and implement any corrective procedures that Seller requires to provide Support. Seller will have no obligation to provide Support for problems caused by or arising out of the following: (i) modifications or changes to the Software or Services; (ii) use of the Software or Services not in accordance with the Agreement or Documentation; or (iii) third-party products that are not authorized in the Documentation or, for authorized third-party products in the Documentation, problems arising solely from such third-party products.
- 9.2 Support is provided to the County in agreement with Seller and is available Monday through Friday 7:30am until 5:00 pm on all government workdays. Emergency support is available twenty-four hours a day, seven days a week.

9.3 Software upgrades and improvements are included in the subscription. County will automatically upgrade to the latest version of platforms.

10. GENERAL.

10.1 **Notices.** All notices to Seller must be in writing and shall be mailed by registered or certified mail to StepMobile, LLC, PO Box 3586, Mansfield, OH 44907 or sent via email to tech@goSeller.com (with evidence of effective transmission). All notices to County must be in writing and shall be mailed by registered or certified mail to Common Pleas Court Administrator, Miami County Common Pleas Court, Safety Building, 201 West Main Street, Troy, Ohio 45373.

10.2 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to the Services, Software, and Documentation provided hereunder and supersedes all prior or contemporaneous communications, agreements, and understandings, written or oral, with respect to the subject matter hereof. If other Seller terms or conditions conflict with this Agreement, this Agreement shall prevail and control with respect to the Services, Software, and Documentation provided hereunder. In addition, any and all additional or conflicting terms provided by County or Seller, whether in a purchase order, an alternative license, or otherwise, shall be void and shall have no effect unless it has been previously agreed upon in writing by both parties.

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

10.4 **Modifications.** Unless as otherwise set forth herein, this Agreement shall not be amended or modified by County or Seller except in writing signed by authorized representatives of each party.

10.5 **Severability.** If any provision of this Agreement is held to be unenforceable, illegal, or void, that shall not affect the enforceability of the remaining provisions.

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

10.7 **Force Majeure.** Seller will not be liable for any delay or failure to perform obligations under this Agreement due to any cause beyond its reasonable control, including acts of God; labor disputes; industrial disturbances; systematic electrical,

telecommunications or other utility failures; earthquakes, storms, or other elements of nature; blockages; embargoes; riots; acts or orders of government; acts of terrorism; and war.

- 10.8 **Construction.** Paragraph headings are for convenience and shall have no effect on interpretation.
- 10.9 **Governing Law.** This Agreement shall be governed by the laws of the State of Ohio and of the United States, without regard to any conflict of law provisions, except that the United Nations Convention on the International Sale of Goods and the provisions of the Uniform Computer Information Transactions Act shall not apply to this Agreement. Both parties hereby consent to jurisdiction of the state and federal courts of Ohio. If this Agreement is translated into a language other than English and there are conflicts between the translations of this Agreement, both parties agree that the English version of this Agreement shall prevail and control.
- 10.10 **Third Party Rights.** Other than as expressly provided herein, this Agreement does not create any rights for any person who is not a party to it, and no person not a party to this Agreement may enforce any of its terms or rely on an exclusion or limitation contained in it.
- 10.11 **Relationship of the Parties.** The parties are not legally related. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

11. Acceptance of Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 23rd day of March, 2023.

Board of Miami County Commissioners

[Signature] 3/23/2023
County Commissioner Date

[Signature] 3/23/2023
County Commissioner Date

[Signature] 3/23/2023
County Commissioner Date

StopMobile, LLC
(Seller's Legally Authorized Contracting Agent)

Tristan Gardner 02-27-2023
Date

Approved As To Form Only

By: [Signature] APA
Miami County Prosecutor's Office