

COMMISSIONERS JOURNAL NO. 68 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 12, 2018

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

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

10:00 AM Public Hearing #1 For PY2018 Community Development Block Grant (CDBG) Funding

1
RESOLUTION NO. 18-242

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MARCH 8TH, 2018:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on March 8th, 2018; and

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

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

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

2
PUBLIC COMMENT

3
ELECTED OFFICIAL COMMENT

4
RESOLUTION NO. 18-243

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0309:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0309 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Treasurer of State	State Audit	10011102-5301	\$13,500.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>	<u>Line</u>
R1802118	OHIO WESLEYAN UNIVERSITY	DELAWARE ENTREPRENEURIAL CENTER 2018 CONTRIBUTION	21011113 - 5301	\$50,000.00	0001
R1802232	TRI STATE YOUTH AUTHORITY INC	PLACEMENT CENTER 2ND AMENDMENT	22511607 - 5342	\$13,000.00	0001
R1802262	TRI STATE YOUTH AUTHORITY INC	PLACEMENT CENTER	22511607 - 5342	\$93,000.00	0001
R1802346	SCHOOLEY CALDWELL ASSOC INC	HISTORIC COURTHOUSE RENOVATION	42011438 - 5410	\$65,000.00	0001
R1802535	NBBJ LLC	STATE ROUTE 36 37 CORRIDOR STUDY	21011113 - 5301	\$ 6,510.51	0001
R1802586	BLUES AUTO SERVICE INC	REPAIR 2015 CHEVY EQUINOX	60111901 - 5370	\$ 6,207.61	0001

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

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5

RESOLUTION NO. 18-244

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Regional Sewer District is requesting that Todd Ward, Brian Keener, Matthew Saracina, Walt Thompson, William Brutchey, Elliot Cantwell, Wayne Coleman, John Darrough, John Garrett, Mark Hobler, and Steven Rossette attend an Operator Training Committee of Ohio Wastewater Workshop in Columbus, Ohio on April 3, 2018 or April 4, 2018 at a total cost of \$1,840.00 from fund 66211901.

The Regional Sewer District is requesting that Timothy Bennett attend an Operator Training Committee of Ohio Pretreatment & Wastewater Lab Workshop in Columbus, Ohio on May 15, 2018 at a total cost of \$180.00 from fund 66211901.

The 911 Communications Department is requesting that Tour Commander Karla Jacobs and a Telecommunicator attend a National Emergency Number Association Conference in Nashville, TN June 17-21, 2018, at the cost of \$4,179.38 (fund number 21411306)

The 911 Communications Department is requesting that Director Patrick Brandt and a Telecommunicator attend an Association of Public Safety Communications Officials Conference in Las Vegas, NV August 4-9, 2018, at the cost of \$5,614.00 (fund number 21411306)

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

6

RESOLUTION NO. 18-245

IN THE MATTER OF APPROVING THE RECORDING AND INDEX OF PROCEEDINGS AND ALLOWING FOR THE LIVE STREAMING OF COMMISSIONERS SESSIONS FOR THE BOARD OF COMMISSIONERS:

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

WHEREAS, pursuant to section 305.10(B) of the Ohio Revised Code, a board of county commissioners may elect to maintain a full record of its proceedings by electronic means, including, but not limited to, those listed in section 9.01 of the Revised Code, by adopting a resolution that directs the clerk to maintain a full record of the proceedings by electronic means; and

WHEREAS, the Delaware County Board of Commissioners (the “Board”) possesses the necessary equipment to maintain a full record of its proceedings by electronic means; and

WHEREAS, the Board also wishes to provide live streaming audio and video of its proceedings via a web application;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO:

Section 1. The Board hereby directs the Clerk of the Board to maintain a full record of the Board’s proceedings by electronic means.

Section 2. The Board hereby directs the Clerk of the Board to maintain a general index of the electronic record by electronic means.

Section 3. If the electronic means by which the Clerk of the Board maintains a full record of the Board’s proceedings and a general index of the electronic record shall ever fail or malfunction, the Board hereby directs the Clerk of the Board to create and maintain a full written record of the Board’s proceedings and a written general index of said record as described in section 305.10(A) of the Ohio Revised Code.

Section 4. The Board hereby directs the Clerk of the Board to cause the proceedings of the Board to be broadcast by live streaming audio and video via a county YouTube channel or other web application when and to the extent such broadcast is possible.

Section 5. Subject to approval in accordance with section 305.11 of the Ohio Revised Code, it is the Board’s express intention that the full record of the Board’s proceedings maintained and kept by electronic means pursuant to Section 1 of this Resolution, and, if necessary, any written record maintained and kept in accordance with Section 3 of this Resolution, shall serve as the official record of the Board’s proceedings, carrying the full force and effect thereof, and admissible as such in any applicable forum, in accordance with the laws of the State of Ohio.

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Section 6. The Board hereby permits the Clerk of the Board to maintain the full record of the Board’s proceedings in duplicative electronic formats, including, but not limited to, audio, video, or electronic document files, all of which shall constitute the official record in accordance with Section 5 of this Resolution, subject to approval in accordance with section 305.11 of the Ohio Revised Code.

Section 7. This Resolution shall supersede Resolution No. 09-04 and shall take effect immediately upon adoption.

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

7
RESOLUTION NO. 18-246

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR BERLIN MANOR SECTIONS 1, 2, AND 3:

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve the following sanitary sewer improvement plans for submittal to the Ohio EPA for their approval.

WHEREAS, the Sanitary Engineer recommends approval of the sanitary sewer improvement plans.

THEREFORE BE IT RESOLVED, that the Board of Commissioners approve the sanitary sewer improvement plans for Berlin Manor Sections 1, 2, and 3 for submittal to the Ohio EPA for their approval.

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

8
RESOLUTION NO. 18-247

IN THE MATTER OF APPROVING A SERVICES AGREEMENT WITH MASI ENVIRONMENTAL LABS FOR NORTHSTAR WASTE WATER TREATMENT PLANT GROUND WATER MONITORING:

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

WHEREAS, the Sanitary Engineer recommends approval of an agreement with MASI Environmental Labs to perform the services;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio, hereby approve the following agreement with MASI Environmental Labs.:

DIVISION OF ENVIRONMENTAL SERVICES
REGIONAL SEWER DISTRICT
SERVICES AGREEMENT

This Agreement is made and entered into this 12th day of March, 2018, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and *MASI Environmental Labs P.O. Box 1440 Dublin Ohio 43017* (“Contractor”), hereinafter collectively referred to as the “Parties.”

1 SERVICES PROVIDED BY CONTRACTOR

- 1.1 The Contractor will provide “Services” in connection with the following “Project”:
North Star WWTP ground water monitoring
- 1.2 The Contractor shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 The Services are described in and shall be rendered by the Contractor in accordance with *Exhibit A*, attached hereto and, by this reference, fully incorporated herein.

2 SUPERVISION OF SERVICES

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Sanitary Engineer (“Sanitary Engineer”) as the Project Manager and agent of the County for this Agreement.
- 2.2 The Sanitary Engineer shall have authority to review and order changes, commencement, suspension or termination of the Services performed under this Agreement

3 AGREEMENT AND MODIFICATIONS

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- 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 Project, 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 *Exhibit A* and as follows: Payments shall be made in the amount of \$ 4,889.40 annually.
- 4.2 For all Services described in Exhibit A, except "If Authorized" tasks, the total fees shall be \$ 9,778.80
- 4.3 For all services identified in Exhibit A as "If Authorized" tasks, the fee for each authorized task shall be as set forth in Exhibit A. "If Authorized" tasks shall only be performed upon mutual written modification of this Agreement and written Notice from the Sanitary Engineer.
- 4.4 Total compensation under this Agreement shall not exceed \$9,778.80 without subsequent modification.
- 4.5 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 tasks as set forth in the Scope of Services.

5 NOTICES

- 5.1 "Notices" issued under this Agreement shall be served to the parties listed below in writing. The parties may use electronic communication for the purposes of general communication; however, e-mail shall not be used to transmit Notices.

County:

Name: Chad Kidd

Address: 10333 Olentangy River Rd. Powell, Ohio

Telephone: 740-833-2228

Email: ckidd@co.delaware.oh.us

Contractor:

Name of Principal in Charge: Rich Harner

Address of Firm: P.O. Box 1440

City, State, Zip: Dublin, Ohio 43017

Telephone: 614-873-4654

Email: rich@masilabs.com

6 PAYMENT

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Contractor and approved by the Sanitary Engineer and shall be in accordance with Article 4 of this Agreement and Exhibit A.
- 6.2 Invoices shall be submitted to the Project Manager 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.
- 6.3 The County shall pay invoices within thirty (30) days of receipt.

7 NOTICE TO PROCEED, COMPLETION OF SERVICES, DELAYS AND EXTENSIONS

- 7.1 The Contractor shall commence Services upon written Notice to Proceed ("Authorization") from the Sanitary Engineer and shall complete the Services in accordance with Exhibit A.
- 7.2 Contractor shall not proceed with any "If Authorized" tasks without written Authorization.

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- 7.3 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 Sanitary Engineer may grant such an extension provided that all other terms of the Agreement are adhered to.

8 SUSPENSION OR TERMINATION OF AGREEMENT

- 8.1 The County, upon written Notice as specified in Section 5, 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.
- 8.2 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.

9 CHANGE IN SCOPE OF SERVICES

- 9.1 In the event that significant changes to the Scope of Services are required during performance of the Services, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall be approved by both parties.

10 OWNERSHIP

- 10.1 Upon completion or termination of the Agreement, the Contractor shall provide copies, if so requested, to the County of all documents or electronic files produced under this Agreement
- 10.2 The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement.
- 10.3 This section does not require unauthorized duplication of copyrighted materials.

11 CHANGE OF KEY CONTRACTOR STAFF; ASSIGNMENT

- 11.1 The Contractor shall immediately notify the County, in writing, of any change to key Contractor staff or subcontractors assigned to the Services as contemplated at the time of executing this Agreement.
- 11.2 The Contractor shall not assign or transfer this Agreement, or any of the rights, responsibilities, or remedies contained herein, to any other party without the express, written consent of the County.

12 INDEMNIFICATION

- 12.1 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.

13 INSURANCE

- 13.1 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.
- 13.2 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.
- 13.3 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.
- 13.4 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 13.1 and 13.2. Contractor shall require all of its subcontractors to provide like endorsements.
- 13.5 Proof of Insurance: Prior to the commencement of any Services 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

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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 Services under this Agreement.

14 MISCELLANEOUS TERMS AND CONDITIONS

- 14.1 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.
- 14.2 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.**
- 14.3 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.
- 14.4 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.
- 14.5 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.
- 14.6 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.
- 14.7 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 14.8 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.
- 14.9 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 Services 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 <http://www.co.delaware.oh.us/index.php/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.
- 14.10 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 Services being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 14.11 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of Services under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the

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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 Services 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 Services under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

Contractor certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.

Contractor 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

9
RESOLUTION NO. 18-248

IN THE MATTER OF AMENDING THE CHILD PLACEMENT SERVICES CONTRACT BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND PROVIDER BUCKEYE RANCH, INC.:

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

Whereas, Delaware County contracts with Child Care Placement providers in accordance with state and federal regulations, and

Whereas, the Director of Job & Family Services recommends approval of the following contract amendment;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contract amendment for Child Care Placement provider:

**Second Amendment
To
Contract for the Provision of Child Placement
and Related Services Between Buckeye Ranch, Inc.
and Delaware County**

This Second Amendment of the Contract For The Provision of Child Placement And Related Services is entered into this 12th day of March, 2018 by and between the Delaware County, Ohio Board of County Commissioners (hereinafter "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County, Ohio Department of Job and Family Services, a Title IV-E Agency, (hereinafter "Agency") whose address is 140 North Sandusky Street, 2nd Floor, Delaware, Ohio 43015, and Buckeye Ranch, Inc. (hereinafter "Provider") whose address is 5665 Hoover Road, Grove City, Ohio 43123 (hereinafter collectively the "Parties").

WHEREAS, the Parties entered into the Contract for the Provision of Child Placement and Related Services on December 21, 2017.

WHEREAS, the parties agree to the addition of certain provisions to the Contract (collectively, "Provisions").

NOW THEREFORE, the Parties agree as follows:

1. The Agency and Provider agree to amend the Agreement to add the following Provisions:
 - A. The maximum amount payable pursuant to this Contract shall be increased to eighty-seven thousand dollars and no cents (\$87,000.00).

2. Signatures

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

3. Conflicts

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In the event of a conflict between the terms of the Contract, the First Amendment, and this Second Amendment, the terms of the Second Amendment shall prevail.

4. Terms of Agreement Unchanged

All terms and conditions of the Contract and First Amendment not changed by this Second Amendment remain the same, unchanged, and in full force and effect.

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

10

RESOLUTION NO. 18-249

IN THE MATTER OF DECLARING THE NECESSITY OF IMPROVEMENTS FOR THE PROJECT KNOWN AS 2018 DELAWARE COUNTY ROAD IMPROVEMENT PROGRAM, RESURFACING OF VARIOUS COUNTY AND TOWNSHIP ROADWAYS, APPROVING PLANS, SPECIFICATIONS, ESTIMATES AND SETTING THE BID DATE:

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

Whereas, Section 5555.022 of the Revised Code provides that a Board of County Commissioners may find by a majority vote that the public convenience and welfare require the improving of any part of any public road, may fix the route and termini of the Improvements, and may authorize such Improvements; and

Whereas, the County Engineer has determined that various roads within the County require resurfacing and pavement reconstruction and recommends that the Board proceed with Improvements thereof; and

Whereas, the County Engineer has prepared plans, specifications and estimates for the Improvements; and

Whereas, the County Engineer has estimated the construction cost of the Improvements to be \$2,746,000.00 for the County portion; \$4,026,000.00 for the Township portion; and \$1,084,000.00 for the OPWC Alternate Bid #1 portion (Townships);

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners that:

Section 1: The public convenience and welfare require resurfacing and pavement reconstruction of various roads within Delaware County, and that the Improvements known as 2018 Delaware County Road Improvement Program, Resurfacing Various County and Township Roadways be initiated for such purpose.

Section 2: The costs for said Improvements will be paid for from any funds appropriated for road and bridge construction and that no special levies or assessments shall be made to pay for the Improvements.

Section 3: The plans, specifications and estimates for the project known as 2018 Delaware County Road Improvement Program, Resurfacing of Various County and Township Roadways are hereby approved.

Section 4: The County Engineer is authorized to advertise for and receive bids on behalf of the Board in accordance with the following Invitation to Bid:

**Public Notice
Advertisement for Bids**

Bids shall be submitted electronically through the www.bidexpress.com webservice until 10:00 am on Tuesday, April 3, 2018 at which time they will be publicly received and read aloud, for the project known as:

**2018 Delaware County Road Improvement Program
Resurfacing of Various County and Township Roadways**

All proposals shall be submitted electrically through the web service www.bidexpress.com. The bid shall be accompanied by a Bid Security in the form of a bid bond in the amount of one hundred percent (100%) of the bid or a certified check in the amount of ten percent (10%) of the bid. In addition to the Bid Security, a one (1) year Maintenance/Performance Bond is required for this project in the amount of one hundred percent (100%) of the total project cost.

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

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

The Owner requires that all work associated with the project be completed before September 7, 2018. The

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estimated commencement of work date is April 24, 2018.

This is a prevailing wage contract in accordance with Ohio Revised Code Chapter 4111 and the requirements of the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau. Bidders shall comply with all applicable provisions.

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

Delaware Gazette Advertisement Dates: March 16, 2018

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

11
RESOLUTION NO. 18-250

IN THE MATTER OF APPROVING OWNER’S AGREEMENTS FOR BRITONWOODS SECTION 1 AND REDBANK ROAD WIDENING – BRITONWOODS SECTION 1:

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

Whereas, The Engineer recommends approving the Owner’s Agreements for Britonwoods Section 1 and Redbank Road Widening – Britonwoods Section 1;

Now, Therefore, Be It Resolved that the Delaware County Board of Commissioners approve the Owner’s Agreements for Britonwoods Section 1 and Redbank Road Widening – Britonwoods Section 1 as follows:

Britonwoods Section 1

OWNER’S AGREEMENT
PROJECT NUMBER: 6029

THIS AGREEMENT, executed on this 12th day of March, 2018 between **THE BRITON GROUP**, hereinafter called **‘OWNER’** and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **BRITONWOODS SECTION 1**, further identified as Project Number 6029 is governed by the following considerations to wit:

Said **OWNER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**.

OPTIONS:

1. Should **OWNER** elect to record the plat prior to beginning construction, **OWNER** shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in **Exhibit “A”** attached hereto.
2. Should **OWNER** elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as **OWNER** elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

OWNER hereby elects to use Option 2 for this project.

The financial warranties are to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Delaware County Design, Construction and Surveying Standards and any supplements thereto**. The **OWNER** shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

The **OWNER** shall indemnify and save harmless **Delaware County and all Townships and/or Villages** within Delaware County and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one (1) year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**.

The **OWNER** further agrees that any violations of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **COUNTY** shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **SIXTY THOUSAND DOLLARS (\$51,500)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

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Upon completion of construction, the **OWNER** shall be responsible for the maintenance, repair or construction of any and all defective materials or workmanship for a period of **one year**. Said **OWNER'S** bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to 10% of the originally approved construction estimate as shown in **Exhibit "A"** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer's** satisfaction. All work is to be done in accordance with the **Delaware County Design, Construction and Surveying Standards, and any supplements thereto**.

Acceptance of the project into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **OWNER'S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer during the period of construction or maintenance shall be the responsibility of the **OWNER**. All of the funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.

The **OWNER** shall, within thirty (30) days of completion of construction and prior to final acceptance, to the **COUNTY COMMISSIONERS**, as required, "as-built" drawings of the improvements, which plans shall become the property of the **COUNTY** and remain in the office of the **Delaware County Engineer**.

The **OWNER** shall, within thirty (30) days of completion of construction, furnish to the **COUNTY COMMISSIONERS** an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The **OWNER** shall indemnify and hold harmless **Delaware County and all Townships and/or Villages** within Delaware County and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

The **OWNER** shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The **OWNER** shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the **OWNER** and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the **County**.

Should the OWNER become unable to carry out the provisions of this AGREEMENT, the **OWNER'S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE	\$643,600
CONSTRUCTION BOND AMOUNT	\$ N/A
MAINTENANCE BOND AMOUNT	\$ 64,400
INSPECTION FEE DEPOSIT	\$ 51,500

Redbank Road Widening – Britonwoods Section 1

OWNER'S AGREEMENT

THIS AGREEMENT made and entered into this 12th day of March, 2018 by and between the **COUNTY OF DELAWARE** (acting through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **THE BRITON GROUP**, hereinafter called the **OWNER**, as evidenced by the Engineering and Construction Plan entitled **REDBANK ROAD WIDENING - BRITONWOODS SECTION 1** which was approved by the **County Engineer**, hereinafter called the **Plan**, is governed by the following considerations to wit:

- 1) The **OWNER** is to construct, install or otherwise make all of the improvements as shown and set forth to be performed and completed on the **PLAN**, which is part of this **AGREEMENT**.
- 2) The **OWNER** shall pay the entire cost and expense of said improvements.
- 3) Should **OWNER** elect to proceed to construction prior to recording the plat, no financial warranties are necessary until such time as the **OWNER** elects to record the plat to insure the faithful performance of this **AGREEMENT** and the completion of all of the said improvements in accordance with the current "**Delaware County Engineering and Surveying Standards for Subdivision Development**" and current "**Subdivision Regulations of Delaware County, Ohio**". Said financial warranty will be released and returned to the **OWNER** within thirty (30) days of the acceptance of the improvements by the **COUNTY**.
- 4) Before beginning construction, the **OWNER** shall deposit inspection fees in the amount of **TWO THOUSAND SEVEN HUNDRED DOLLARS (\$2,700)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the project and acceptance of the improvements by the **DELAWARE COUNTY COMMISSIONERS**, the remaining amount in the fund shall be returned to the **OWNER**.
- 5) The **OWNER** is to complete all construction to the satisfaction of the **COUNTY no later than August 1, 2018**, and will receive an approval letter from the **Delaware County Engineer** as evidence of the **OWNER'S** release from responsibility to said project.

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- 6) The **OWNER** shall indemnify and hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the construction of said improvements.
- 7) The **OWNER** will at all times during the construction of said improvements maintain thru traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the **Delaware County Engineer**. Construction signs, barricades and lights shall be placed as needed on the job site as in accordance with the **Ohio Department of Transportation "Uniform Traffic Control Devices" and "Traffic Control for Construction and Maintenance"**.
- 8) The **OWNER** further agrees that any violation of or noncompliance with any of the provisions as stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **Delaware County Engineer** shall have the right to stop work forthwith and use the surety for the completion of the improvements.
- 9) If the **OWNER** should become unable to carry out the provisions of this **AGREEMENT**, the **OWNER'S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.
- 10) Upon approval and acceptance of the improvements, the original copy of the **PLAN** shall become the property of the **COUNTY** and shall be filed in the office of the **Delaware County Engineer**.
- 11) In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants to the **OWNER** or his agent the right and privilege to make the said improvements stipulated herein.

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

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RESOLUTION NO. 18-251

IN THE MATTER OF APPROVING A DITCH MAINTENANCE PETITION AND THE DITCH MAINTENANCE ASSESSMENTS FOR CHESHIRE WOODS SECTION 3B:

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

WHEREAS, on March 12, 2018, a Ditch Maintenance Petition for Cheshire Woods 3B was filed with the Board of Commissioners of Delaware County (the "Board"); and

WHEREAS, the Petition sets forth the drainage improvements that have been or will be constructed within Cheshire Woods 3B located off Cheshire Road in Berkshire Township; and

WHEREAS, the Petitioners have requested that the drainage improvements be accepted into the Delaware County Drainage Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for the improvements in the subject lot to cover the cost of current and future maintenance of the improvements; and

WHEREAS, the Petitioners represent 100% of the property owners to be assessed for maintenance related to this drainage improvement and have waived their rights to a public viewing and hearing; and

WHEREAS, based on a review of the Petition and all accompanying documents, the Board has determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program;

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

Section 1. The Board hereby grants the Petition, the Board having found and determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

Section 2. The Board hereby approves the maintenance assessments, in accordance with the Petition, as follows:

The cost of the drainage improvements is \$172,449.85 for the benefit of the lots being created in this subdivision. 35 lots are being created in this plat and each lot received an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore \$4,927.14 per lot. An annual maintenance fee equal to 2% of this basis (\$98.54) will be collected for each lot. It is understood that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for in the amount of \$3,449.00 has been paid to Delaware County, receipt of which is hereby acknowledged.

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

13
RESOLUTION NO. 18-252

IN THE MATTER OF APPROVING THE PLAT OF SUBDIVISION FOR NELSON FARMS SECTION 2, PHASE C, PART 1A AND LIBERTY TRACE SECTION 3 PHASE B:

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

Nelson Farms Section 2, Phase C, Part 1A

Whereas, Nelson Farms Associates, LLC has submitted the Plat of Subdivision (“Plat”) for Nelson Farms Section 2, Phase C, Part 1A, including related development plans (“Plans”) and requests approval thereof by the Board of Commissioners of Delaware County; and

Whereas, the Liberty Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on January 25, 2018; and

Whereas, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on January 25, 2018; and

Whereas, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on January 25, 2018; and

Whereas, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on February 2, 2018; and

Whereas, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat on February 28, 2018;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Nelson Farms Section 2, Phase C, Part 1A

Nelson Farms Section 2, Phase C, Part 1A

Situated in the State of Ohio, County of Delaware, Township of Liberty and in Farm Lot 9, Quarter Township 1, Township 3, Range 19, United States Military Lands, containing 13.184 acre of land, more or less, said 13.184 acres being comprised of a part of each of those tracts of land conveyed to Nelson Farms Associates, LLC, by deeds of record in Official Record 220, Page 1034 and Official Record 220, Page 1057, Recorder’s Office, Delaware County, Ohio. Cost \$36.

Liberty Trace Section 3, Phase B

Whereas, Pulte Homes of Ohio LLC has submitted the Plat of Subdivision (“Plat”) for Liberty Trace Section 3, Phase B, including related development plans (“Plans”) and requests approval thereof by the Board of Commissioners of Delaware County; and

Whereas, the Liberty Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on January 2, 2018; and

Whereas, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on January 3, 2018; and

Whereas, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on January 4, 2018; and

Whereas, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on January 16, 2018; and

Whereas, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat on February 28, 2018;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Liberty Trace Section 3, Phase B

Liberty Trace Section 3, Phase B

Situated in the State of Ohio, County of Delaware, Township of Liberty and in Farm Lots 12 (0.005 acres) and 13 (7.106 acres), Quarter Township 1, Township 3, Range 19, United States Military Lands, containing 7.111 acres of land, more or less, said 7.111 acres being comprised of a part of Tract 4 and all of Tracts 5 and 6 of those tracts of land conveyed to Pulte Homes of Ohio LLC by Deed of Record in Official Record 1305, Page 2561, (See Affidavit of Facts Relating to Title, of record in Official Record 1304, Page 1047), Recorder’s Office, Delaware County, Ohio. Cost \$96.

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

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RESOLUTION NO. 18-253

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

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

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

Now Therefore Be It Resolved, that the following permits are hereby approved by The Board of Delaware County Commissioners:

Permit #	Applicant	Location	Type of Work
U18-024	Del-Co Water	Bainbridge Mills Dr.	Road bore & Install Waterline
U18-025	Consolidated Electric	Fontanelle Rd.	Set Poles

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

15

RESOLUTION NO. 18-254

IN THE MATTER OF APPOINTING A MEMBER TO THE DELAWARE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES:

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

WHEREAS, the Delaware County Board of Developmental Disabilities (the “DCBDD”) is the body existing, pursuant to Chapter 5126 of the Revised Code, to administer and provide developmental disability services within Delaware County; and

WHEREAS, the Delaware County Board of Commissioners (the “Board”) shall appoint individuals to the DCBDD, pursuant to section 5126.021, *et seq.*, of the Revised Code; and

WHEREAS, the term for Jeffrey Wallace has been vacated due to his resignation;

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

Section 1. The Board hereby appoints David Moser to the DCBDD for an unexpired term ending December 31, 2020. The appointment shall be effective immediately upon adoption of this Resolution.

Section 2. The Board hereby directs the Clerk of the Board to certify a copy of this Resolution and a copy of the appointee’s declaration of eligibility to the Superintendent of the DCBDD.

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

16

RESOLUTION NO. 18-255

IN THE MATTER OF APPROVING THE DOCUMENT IMAGING PRODUCTS AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COUNTY COMMISSIONERS AND ENDICOTT MICROFILM:

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

Whereas, the Assistant County Administrator and Manager of the Records Center recommend approval of the Document Imaging Products Agreement between The Delaware County Board Of County Commissioners and Endicott Microfilm;

Now Therefore Be It Resolved That The Delaware County Board Of Commissioners approve the Document Imaging Products Agreement between The Delaware County Board Of County Commissioners and Endicott Microfilm:

**ADDENDUM NO. 1 TO THE DOCUMENT IMAGING PRODUCTS AGREEMENT
BETWEEN THE DELAWARE COUNTY BOARD OF COUNTY COMMISSIONERS AND
ENDICOTT MICROFILM**

This Addendum No. 1 to the Document imaging Products Agreement (“Agreement”) dated March 12, 2018 is

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made and entered into this 12 day of March 2018 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street Delaware, Ohio, 43015 ("county"); and Endicott Microfilm 642 High street, Hamilton, Ohio 45011 ("Endicott") (hereinafter collectively referred to as the parties").

Whereas, County and Endicott have agreed to modify the Agreement to include the additional terms and conditions set forth herein; and

Whereas, the Parties agree that if any provision of this Addendum conflicts with the Agreement, this Addendum shall take precedence over the Agreement.

STATEMENT OF THE ADDENDUM AGREEMENT

NOW, THEREFORE, the Parties mutually agree as follows:

1. **TERM.**

This Addendum shall be effective for the same term as the Agreement. The Agreement shall not automatically renew and may only be renewed by a separate writing executed by both parties.

2. **INDEPENDENT CONTRACTORS**

ENDICOTT shall act in performance of this Agreement as an independent contractor. As an Independent contractor, ENDICOTT and/or its officers; employees, representatives, agents, volunteers and/or servants are not entitled to any of the benefits enjoyed by employees of Delaware County;

Delaware County is a public employers as defined in R.C. § 145.01(D). The Parties acknowledge and agree that ENDICOTT 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. ENDICOTT also agrees that as an independent contractor, ENDICOTT 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.

Because ENDICOTT has been designated as an independent contractor or another classification other than public employee, no contributions will be made to the Ohio Public Employees Retirement System ("OPERS") for or on behalf Of ENDICOTT and/or any of his/her officers, official; employs representatives, agent, and/or volunteers for services and/or deliverables rendered/or received under or pursuant to this Agreement. ENDICOTT acknowledges and agrees that the County, in accordance with R.C. §145.038(A), has informed him/her of such classification and that no contribution will be made to OPERS. If ENDICOTT is an individual or has less than five (5) employees, ENDICOTT, in support of being so, informed pursuant o R..C. §145.038, agrees to and shall complete an OPERS Independent Contractor Acknowledgement Form ("Form"). Delaware County shall retain the completed Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

ENDICOTT 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.

At any time, and with reasonable notice, ENDICOTT shall make available to the County or it authorized representatives, all invoices, receipts; or other-documents related to this. Agreement. Endicott, for a minimum of three (3) years after reimbursement/compensation for services rendered under this contract agrees to retain and maintain, and assure that all of his/her subcontractors retain and maintain, all records, documents, writings and/or other information related to performance of this Contract. If an audit, litigation, or other action is initiated during the time period of this contract, Endicott shall retain and maintain, such records until the action is concluded and all issues are resolved or the three (3) years have expired, whichever is later.

4. **CAMPAIGN FINANCE-COMPLIANCE WITH ORC §351713**

Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional associated organized under chapter 1785 of the revised code, estate or trust unless the political subdivision has received for that calendar year, or contract includes, a certification that the individuals named in the Ohio Revised Code Section 3517.13 I(1) and J(1) are in compliance with the aforementioned provisions. Endicott, therefore, is required to complete the attached certificate/affidavit entitled "Certification/Affidavit in compliance with O.R.C. Section 3517.13." Failure to complete and submit the required aforementioned certificate/affidavit with the contract will prohibit Delaware County from entering, proceeding, and/or performing the contract. Such certification is attached to this agreement and by reference made part hereof.

5. **SAFEGUARDING OF CONFIDENTIAL INFORMATION**

The Parties acknowledge that ENDICOTT may come into contact with confidential or privileged information in the scope of providing imaging products and services. Endicott agrees that the use or disclosure of any confidential information is strictly prohibited. Endicott agrees that all of its employees maintain confidentially of all protected information in accordance With all applicable confidentiality laws and shall not use or disclose any such information.

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6. CIVIL RIGHTS

County and ENDICOTT agree that as a condition of the agreement, there shall be not discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, sexual orientation, or and other factor as specified in Title VI of The Civil Rights Act Of 1964, Rehabilitation Act Of 1973, and subsequent amendments. It is further agreed that Endicott will comply with all appropriate federal and state laws regarding such discrimination.

7. INDEMNITY AND INSURANCE:

ENDICOTT shall indemnify and hold harmless Delaware County, its officers, agents and employees from any and all losses, claim, damages, lawsuits, cost, judgements, expenses or any other liabilities which they may incur as a result of injury to or destruction of any and all property including the loss of resulting therefrom, caused in whole or part by the negligent act or omission of the Contractor, any subcontractor, any person directly or indirectly employed by any of them or any person for whom acts any of them may be liable.

ENDICOTT shall carry and maintain throughout the life of the Contract such property damage liability insurance as will protect it and Delaware County against any and all claims for property damage, which may arise out of or result from the performance of or operation under this contract, and shall include coverage for indemnifications as described above.

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

8. FINDINGS FOR RECOVERY

ENDICOTT certifies that it has no outstanding findings for recovery pending or issued against it by the state of Ohio

9. ENTIRE AGREEMENT

The three pages of the Agreement, together with this Addendum, shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements/contracts relating to the subject matter hereof, and may only be amended in writing with the mutual written and signed consent of the Parties.

IN Witness Whereof, the parties have execute this Addendum to the Agreement as of the date of the signatures of the parties.

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111616 Opco (DELAWARE) LLC
Document Imaging Products

Standard Maintenance and Software Assurance Services Terms and Conditions

111616 Opco (Delaware) Inc., (the "Company") and You, the ("Customer") enter into these Standard Maintenance and Software Assurance Service Terms and Conditions (the "Agreement") and agree that the terms and conditions of this Agreement will apply to the provision of services by Company for the products defined below located in the United States, Hawaii and Alaska (a ten percent (10%) premium applies in Alaska).

All components of a Product (as defined herein) that are mechanically, electronically, or remotely interconnected must be inspected, tested and adjusted as one operating unit to diagnose and correct malfunctions effectively. Company Products that incorporate Company Software must be covered by a Company Agreement and all interconnected components of that Product must also be covered by warranty or the same level of service that is provided under this Agreement.

The initial term of the Agreement between Customer and Company shall be for one year. Thereafter, the Agreement shall automatically renew at Company's then effective policies, support plans and current price schedule for successive twelve (12) month periods each, a Renewal Term. The terms and conditions set forth below plus the description of services and charges contained in the Company invoice and the provisions of the Agreement shall govern the relationship between the parties. Any additional or inconsistent terms and conditions included in the Customer's purchase orders shall be deemed null and void and of no effect.

1 Products. Products covered by this Agreement are commercial office equipment, non-make or model specific, used by customers in an office environment and software that is developed and/or distributed by Company ("Company software").

2 Customer Responsibilities. Customer will designate an authorized representative for the purpose of interacting with Company's service personnel. The Customer representative and the Customer must:

- a) provide initial problem-solving assistance to site users;
 - b) coordinate all requests for assistance and act as liaison with Company service personnel;
 - c) perform appropriate problem analysis and corrective actions by following troubleshooting instructions and remedial actions as prescribed by Company;
 - d) maintain system and Product documentation and install software updates, maintenance upgrades and patches supplied by manufacturers;
 - e) perform preventative maintenance and error recovery procedures as defined in the individual Products' users manual;
 - f) supply consumable items or other components that are replaced due to normal wear and/or as specified in the relevant manufacturer's manual(s);
 - g) provide service personnel with immediate access to the Products when service is requested;
 - h) when necessary, supply and maintain a modem and communication software approved by Company which satisfies the respective manufacturer's Product specifications.
 - i) keep the site environmental ranges within the specifications set forth by the manufacturer of the relevant Product;
 - j) provide continuous and appropriate resource availability during problem resolution.
- FOR SOFTWARE ASSURANCE ONLY**
- k) Have a telephone available in the work area and allow remote access to Company service.

Failure to meet these obligations may result, at Company's sole option, in the imposition of additional charges at prevailing Per-Call rates or immediate termination of this Agreement upon notice to Customer.

2.1 Customer Software. Prior to service commencing on computers with hard drives, Customer is responsible for creating a back-up copy of the file from the hard drive. Company is only responsible for formatting (if required) and transferring those files deemed necessary for formatting as more precisely outlined in the Company formatting procedures for specific Products. Customer is responsible for restoring data. Company shall not be held liable for any damages arising from or relating to the loss of data, any software or any other information contained on a computer or similar device, or contained in or stored on a Product

2.2 Product Condition. Customer warrants that the Product covered by this Agreement (a) is in proper operating condition, (b) is without any unauthorized modifications, (c) has all safety features in working condition, and (d) has been maintained in accordance with manufacturer's Product performance specifications. Company reserves the right to inspect the Product and site installation to confirm that Products meet those conditions. At Company's discretion, such inspection and any repairs necessary to bring the Product up to those conditions shall be treated as Per-Call Service. If at any time Customer fails to maintain the Product in proper operating condition as described above, Company may cancel this Agreement immediately upon written notice to Customer.

3 How to Obtain Service. For Product: Customer must call Company's Customer Support Center at 1-800-356-3253 and provide the Product's K-number or serial number, which number shall be located on the respective Product(s). For Company Software: Customer must call Company's Customer Support Center at 1-800-822-1414 and provide the serial number.

4 Types of Service Available.

4.1 Telephone Support. Company will provide toll-free telephone support between 8:00 a.m. and 5:00 p.m., Monday through Friday, Customer local time.

4.2 On-Site Service. (Product only) Company will provide on-site service between 8:00 a.m. and 5:00 p.m., Monday through Friday, Customer local time. On-Site Service includes adjustments and/or replacement of parts required to maintain Products operating consistently within manufacturer's published specifications.

4.3 Periodic Maintenance. (Product only) Periodic Maintenance ("PM") services will consist of routine maintenance services required to keep the Products in proper operating condition. Additional scheduled PMs may be purchased to supplement coverage. *Note: PM services MAY NOT be included in the Standard Plan for a particular Product.*

4.4 Extended Hours. Depending upon local service capabilities, available extended hour plans include 5-, 6-, and 7-day, 8-, 16-, and 24-hour options at additional cost. Company will use commercially reasonable efforts to provide Service outside of Agreement Hours as shown below. Any such service performed will be billed at prevailing Company Per Call Overtime rates.

4.5 Holidays. Contract support will not be provided on National holidays (New Years, Memorial, Independence, Labor, Thanksgiving and Christmas Days). Support is available on a best efforts basis at prevailing Per-Call Holiday rates.

4.6 Response Time Company's objective is to provide service during Company's normal working hours, within the following time frames:

Distance from Company Service City	Within Agreement Hours
Zone 1 (0 to 50 Miles)	Per coverage purchased
Zone 2 (51 to 100)	Per coverage purchased
Zone 3 (Over 100 Miles)	Next Business Day
Over 200 miles	Contact Company
Alaska	Best Effort based on location and schedule

Company will use its best commercial efforts to meet its response time objectives, provided however Company is not liable for any failure to do so.

4.7 Advanced Unit Replacement ("AUR") Support (if applicable). If Company determines a Product is not operating consistently within manufacturer's specifications, Company will provide next day AUR subject to availability of courier service. The replacement Product will perform at the minimum specifications of the current Product, but may not be the exact make and model. When AUR support is necessary, Company will ship the replacement unit to Customer's location, transportation prepaid. Upon delivery of a replacement unit, Customer must place the malfunctioning unit in the shipping case, apply the enclosed labels and call the carrier for pickup within 5 business days after receiving the AUR. Company will pay the return transportation charges. If the Customer has not returned the malfunctioning unit within 10 business days, Customer will be invoiced the list price of the unit and becomes responsible for such charge.

4.8 Depot Service (if applicable). If Company determines the Product is not operating consistently within manufacturer's specifications, Company will instruct the Customer regarding shipment of the Product to Company for repair. Company will repair the Product and return the Product to Customer.

4.9 Parts. Items as referenced in the manufacturer's manual(s) required to maintain Products operating consistently within manufacturer's published specifications may not be included in this Agreement and will be invoiced separately. Parts or components replaced by Company will be either new or remanufactured to Company new product standards. Parts removed from the system and replaced at no charge become the property of Company. *NOTE:* If Company determines that Parts, service publications or technical support needed to maintain or repair Products are not available, Company will cancel the Agreement and issue a prorated credit for any remaining prepaid coverage.

4.10 Consumables. If Customer also purchases consumables from Company under this Agreement, Company will provide consumables in an amount equal only to a manufacturer-recommended one-year supply, without charge to the Customer. Customer must purchase all requirements for consumables beyond such one-year supply at the prices charged by Company. Any Agreement including consumables is a fixed term contract and may not be cancelled by Customer at any time prior to the end of the term, except in the case of a breach by Company.

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5 Company Software Modifications and Upgrades.

5.1 Company will provide Maintenance Upgrades, Software Patches and telephone assistance of a technical nature on *Company software* only. Company may issue Maintenance Upgrades or Patches and/or provide for on-site services necessary to correct errors that significantly affect software performance in accordance with Company's Software Product operating specifications. Unless documentation states otherwise, support will be provided for the current and previous version release of the *Company software*. For *Company software*, Maintenance Upgrades and Patches are at no charge and include one copy of the user's manual and/or changes.

5.2 *Company reserves the right to develop new features and functionality improvements, which will be offered to Customers as Version Releases under a separate price schedule. Capture Pro software must not have a lapse in maintenance coverage in order to entitle the user to free Version Releases.*

5.3 All *Company software* is subject to the terms and conditions of the Company software License that was in effect at the time the Company software was licensed from Company. License Terms are applicable as long as the Company software is being used, even if maintenance services are no longer available.

6 Property of Company. Maintenance material, tools, documentation, diagnostics and test equipment provided by Company shall remain the exclusive property of Company.

7 Limitations. The Services outlined in these terms are Company's only obligation. Company will not be responsible for any indirect, incidental, consequential or special damages resulting from the sale, use or improper functioning or inability to use the Products and/or related software, regardless of the cause, nor will Company be responsible for damages of any nature that are not caused by Company or are caused by circumstances out of Company's control. Such damages for which Company will not be responsible include, but are not limited to, loss of revenue or profit, loss of data, downtime costs, loss of use of the Product, cost of any substitute Product, facilities or services. This limitation of liability will not apply to claims for injury to persons or damage to tangible property caused by the sole negligence or fault of Company or by persons under its direction or control.

8 This Agreement does not cover, and Company shall not be responsible for:

- a) operating system services (e.g., database maintenance/recovery, product integration or application support,
- b) system administration services (e.g., system restarts, error monitoring and reporting basic system matters, including restoring the database);
- c) network system administration (e.g., installation of new software packages, maintenance of user and group accounts, solving network problems, performing system maintenance functions, monitoring networks, installing application software, maintaining configurations
- d) consultation services;
- e) version release or software support to other than licensed Company software products;
- f) Product installation, set-up, configuration or other non-repair services;
- g) cable and installation of cable runs or any acquisition of permits
- h) Customer training;
- i) circumstances beyond Company's control (such as customer overriding, bypassing or defeating interlock switches on equipment or devices sold by Company or any other 3rd party);
- j) problems due to failure of Customer to conform to Company's site specifications provided in the manufacturer's documentation;
- k) time spent in locating Product not at the specified location or waiting for Product availability;
- l) relocation of Product or service associated with relocation;
- m) seasonal hibernation (de-installation) and reactivation (re-installation);
- n) service or parts associated with any unauthorized modifications, attachments or service;
- o) rebuilding or reconditioning of Product;
- p) misuse or abuse of Product; or
- q) failure to follow Company's operating instructions or instructions provided by the manufacturer.

Company may provide, at its sole discretion, service in these situations under the Per-Call terms and at prevailing Per-Call rates.

9 Confidentiality of Customer Data. Company does not wish to receive any confidential information of Customer in the course of providing maintenance services, and Customer is expected to take all reasonable precautions to avoid disclosing any of its confidential information or that of its customers, employees or clients ("Confidential Information") to Company and its employees or contractors. However, in the event that Company's employees or contractors become exposed to Confidential Information, Company will ensure that such information is protected against unauthorized disclosure using the same degree of care, but no less than a reasonable degree of care, as Customer uses to protect its own information of a like nature.

10 Governing Law. This Agreement will be governed by and construed in accordance with the substantive laws of the State of New York as applied to agreements entered into between two residents of the State of New York, without regard to its conflict of laws principles.

11 Use of Other Party's Name. Except as necessary to perform their obligations under this Agreement, neither party may make any reference to the other party, its trademarks or trade names in advertising, public announcements, or promotional materials without express written permission from the other party.

12 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective while this Agreement remains in effect, the legality, validity and enforceability of the remaining provisions shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable provision the parties shall negotiate in good faith to add a provision similar in terms to such illegal, invalid or unenforceable provision as may be possible.

13 Waiver Of Default. Any failure of either party at any time, or from time to time, to require or enforce the strict keeping and performance by either party of any of the terms and conditions of this Agreement shall not constitute a waiver by either party of a breach of any such terms or conditions in the future and shall not affect or impair such terms or conditions in any way, or the right of either party at any time to avail itself of such remedy as it may have for any such breach of any term or condition. No waiver of any right or remedy hereunder shall be effective unless expressly stated in writing by the waiving party.

14 Independent Contractor. Customer shall act as an independent contractor and nothing herein shall be construed to make Customer, or any of its employees, officers, directors or representatives, the agent employee or servant of Company.

15 Assignment. Neither party may assign this Agreement without the prior written consent of the other party. Any attempted assignment, whether by divestiture, operation of law, change of control, merger, or otherwise, in contravention of the above shall be null and void and of no force or effect. Company, however, may assign this Agreement without the Customer's consent to any third party which acquires all or substantially all of that portion of the business assets of Company to which this Agreement pertains whether by merger, reorganization, acquisition, sale or otherwise.

16 Forum. All actions arising out of or related to this Agreement must be filed in a court of competent jurisdiction in the State where the Services were delivered.

17 Billing and Terms of Payment. Commercial billings are in advance and prices will vary depending upon billing arrangements (annual, quarterly, etc.) and a premium may apply. Payment terms are net 30 days from date of invoice.

18 Force Majeure. With the exception of any payments due hereunder, neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of cause(s) beyond the control and without fault or negligence of the non-performing party. Such cause(s) may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics and unusually severe weather, material shortages, strikes or similar labor disruptions.

19 Additional Terms. These terms may be amended or supplemented only by the express agreement of the Parties, in writing and signed by each Party.

20 Entire Agreement/Amendment. This Agreement may be amended or supplemented only by the express agreement of the parties. This Agreement and the terms and conditions set forth in the original equipment warranty, which are incorporated herein, represents the entire agreement and supersedes all prior agreements and understandings, whether written or oral, with respect to the subject matter of this Agreement. Furthermore, in the event of a conflict of terms between this Agreement and the original equipment warranty, this Agreement shall be the controlling document.

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property of Alaris. **NOTE:** If Alaris determines that Parts needed to maintain or repair Products are not available, Alaris will cancel the Agreement and issue a prorated credit for any remaining prepaid coverage.

5. Software Modifications and Upgrades.

5.1 Alaris will provide Maintenance Upgrades, Software Patches and telephone assistance of a technical nature on *licensed Alaris Software* only. Alaris may issue Maintenance Upgrades or Patches and/or provide for on-site services necessary to correct errors that significantly affect software performance in accordance with Alaris' Software Product operating specifications. Unless documentation states otherwise, support will be provided for the current and previous version release of Alaris Software. For *licensed Alaris Software*, Maintenance Upgrades and Patches are at no charge and include one copy of the user's manual and/or changes.

5.2 Alaris reserves the right to develop new features and functionality improvements, which will be offered to Customers as Version Releases under a separate price schedule. *Kodak Capture Pro software must not have a lapse in maintenance coverage in order to entitle the user to free Version Releases.*

5.3 All Alaris Software is subject to the terms and conditions of Alaris Software License that was in effect at the time Alaris Software was licensed from Alaris. License Terms are applicable as long as Alaris Software is being used, even if maintenance services are no longer available.

6. Property of Alaris. Maintenance material, tools, documentation, diagnostics and test equipment provided by Alaris shall remain the exclusive property of Alaris.

7. Limitations. The Services outlined in these terms are Alaris' only obligation. Alaris will not be responsible for any indirect, incidental, consequential or special damages resulting from the sale, use or improper functioning or inability to use the Products and/or related software, regardless of the cause, nor will Alaris be responsible for damages of any nature that are not caused by Alaris or are caused by circumstances out of Alaris' control. Such damages for which Alaris will not be responsible include, but are not limited to, loss of revenue or profit, loss of data, downtime costs, loss of use of the Product, cost of any substitute Product, facilities or services. This limitation of liability will not apply to claims for injury to persons or damage to tangible property caused by the sole negligence or fault of Alaris or by persons under its direction or control.

8. This Agreement does not cover, and Alaris shall not be responsible for:

- a) operating system services (e.g., database maintenance/recovery, product integration or application support;
- b) system administration services (e.g., system restarts, error monitoring and reporting basic system matters, including restoring the database);
- c) network system administration (e.g., installation of new software packages, maintenance of user and group accounts, solving network problems, performing system maintenance functions, monitoring networks, installing application software, maintaining configurations;
- d) consultation services;
- e) version release or software support to other than *licensed Alaris Software* products;
- f) Product installation, set-up, configuration or other non-repair services;
- g) cable and installation of cable runs or any acquisition of permits
- h) Customer training;
- i) circumstances beyond Alaris' control (such as customer overriding, bypassing or defeating interlock switches on equipment or devices sold by Alaris or any other 3rd party);
- jj) problems due to failure of Customer to conform to Alaris' site specifications provided in the manufacturer's documentation;
- k) time spent in locating Product not at the specified location or waiting for Product availability;
- l) relocation of Product or service associated with relocation;
- m) seasonal hibernation (de-installation) and reactivation (re-installation);
- n) service or parts associated with any unauthorized modifications, attachments or service;
- o) rebuilding or reconditioning of Product;
- p) misuse or abuse of Product;
- q) or failure to follow Alaris' operating instructions or instructions provided by the manufacturer.

Alaris may provide, at its sole discretion, service in these situations under Per-Call terms and at prevailing Per-Call rates.

9 Confidentiality of Customer Data. Alaris does not wish to receive any confidential information of Customer in the course of providing maintenance services, and Customer is expected to take all reasonable precautions to avoid disclosing any of its confidential information or that of its customers, employees or clients ("Confidential Information") to Alaris and its employees or contractors. However, in the event that Alaris' employees or contractors become exposed to Confidential Information, Alaris will ensure that such information is protected against unauthorized disclosure using the same degree of care, but no less than a reasonable degree of care, as Alaris uses to protect its own information of a like nature.

10. Use of Other Party's Name

Except as necessary to perform their obligations under this Agreement, neither party may make any reference to the other party, its trademarks or trade names in advertising, public announcements, or promotional materials without express written permission from the other party.

11. Severability

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective while this Agreement remains in effect, the legality, validity and enforceability of the remaining provisions shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable provision the parties shall negotiate in good faith to add a provision similar in terms to such illegal, invalid or unenforceable provision as may be possible.

12. Waiver Of Default

Any failure of either party at any time, or from time to time, to require or enforce the strict keeping and performance by either party of any of the terms and conditions of this Agreement shall not constitute a waiver by either party of a breach of any such terms or conditions in the future and shall not affect or impair such terms or conditions in any way, or the right of either party at any time to avail itself of such remedy as it may have for any such breach of any term or condition. No waiver of any right or remedy hereunder shall be effective unless expressly stated in writing by the waiving party.

13. Independent Contractor

Customer shall act as an independent contractor and nothing herein shall be construed to make Customer, or any of its employees, officers, directors or representatives, the agent employee or servant of Alaris.

14. Assignment

Neither party may assign this Agreement without the prior written consent of the other party. Any attempted assignment, whether by divestiture, operation of law, change of control, merger, or otherwise, in contravention of the above shall be null and void and of no force or effect. Alaris, however, may assign this Agreement without the Customer's consent to any third party which acquires all or substantially all of that portion of the business assets of Alaris to which this Agreement pertains whether by merger, reorganization, acquisition, sale or otherwise.

15. Forum

All actions arising out of or related to this Agreement must be filed in a court of competent jurisdiction in the state or province where the Services were delivered.

16. Language of the Agreement. The Parties hereto specifically require that this Agreement, and all notices and other documents related hereto, be drawn in the English language.

Les parties ci-jointes, exigent et acceptent par les présentes, que ce contrat et tous avis ou documents relatifs ou requis par les présentes, soient rédigés en langue anglaise.

17. Renewals. Renewals will be available at the prices and terms then in effect, as long as a Standard Maintenance Service Agreement is available.

18. Force Majeure With the exception of any payments due hereunder, neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of cause(s) beyond the control and without fault or negligence of the non-performing party. Such cause(s) may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics and unusually severe weather, material shortages, strikes or similar labor disruptions.

19. Additional Terms. These terms may be amended or supplemented only by the express agreement of the Parties, in writing and signed by each Party.

20. Entire Agreement/Amendment. This Agreement may be amended or supplemented only by the express agreement of the parties. This Agreement and the terms and conditions set forth in the original equipment warranty, which are incorporated herein, represents the entire agreement and supersedes all prior agreements and understandings, whether written or oral, with respect to the subject matter of this Agreement. Furthermore, in the event of a conflict of terms between this Agreement and the original equipment warranty, this Agreement shall be the controlling document.

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

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ADMINISTRATOR REPORTS

Mike Frommer, County Administrator

-Met with the Finance Authority on Wednesday to talk about the Shared Services Agreement.

-Attended the Finance Authority's meeting Wednesday evening. They has two presentations from utility companies. Del-Co Water and Consolidated Electric.

-Met with the City along with Engineer Bauserman and Rob Riley to talk about the point.

-The Regional Sewer District met with Del-Co water to coordinate some information about planning.

-Will be meeting with Brown Township tomorrow with Economic Development department to talk about the 36/37 Corridor.

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COMMISSIONERS' COMMITTEES REPORTS

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Commissioner Lewis

- The State of the County presentation will be held tomorrow at 11:30 AM at Ohio Wesleyan
- Will be attending the Family Child First Council meeting Wednesday morning.

Commissioner Benton

- Excited for the presentation tomorrow. Expecting around 170 people.
- Thursday will the Chamber’s presentation of the State of the County
- There will be a DKMM meeting Wednesday
- Will be meeting with the Northwest Neighborhood to talk about the Old Jail and what they would like to see done with it tomorrow night.

Commissioner Merrell

- Attended the Health District Advisory Committee meeting last week
- We will be having the first ever State of the County, outside the Chamber Tuesday.
- The Chamber’s presentation will be Thursday at their Third Thursday lunch.

RECESSED AT 9:47 AM/RECONVENED AT 10:00 AM

17

RESOLUTION NO. 18-256

10:00AM - IN THE MATTER OF OPENING PUBLIC HEARING # 1 FOR DELAWARE COUNTY’S PY 2018 COMMUNITY DEVELOPMENT BLOCK GRANTS:

It was moved by Mr. Benton, seconded by Mrs. Lewis to open the hearing.

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

17 continued

RESOLUTION NO. 18-257

IN THE MATTER OF CLOSING THE PUBLIC HEARING # 1 FOR DELAWARE COUNTY’S PY 2018 COMMUNITY DEVELOPMENT BLOCK GRANTS:

It was moved by Mr. Benton, seconded by Mrs. Lewis to close the hearing.

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

20

RESOLUTION NO. 18-258

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; TO CONSIDER THE PURCHASE OF PROPERTY; FOR COLLECTIVE BARGAINING:

It was moved by _____, seconded by _____ 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

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

Section 1. The Board hereby adjourns into executive session for consideration of employment of a public employee or public official; to consider the purchase of property; for collective bargaining.

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

RESOLUTION NO. 18-259

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

11:22 AM RECESS/1:00 RECONVENE

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RESOLUTION NO. 18-260

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

It was moved by Mr. Benton, 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

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

Section 1. The Board hereby adjourns into executive session for consideration of appointment; employment; compensation of a public employee or public official.

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

RESOLUTION NO. 18-261

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners