

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 7, 2019**

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

Present:
Jeff Benton, Vice President
Gary Merrell, Commissioner

Absent:
Barb Lewis, President

10:00 A.M. Public Hearing For Consideration Of The Dustin Road Drainage Improvement Petition

1
RESOLUTION NO. 19-1097

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD NOVEMBER 4, 2019:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on November 4, 2019; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.12 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 Absent Mr. Benton Aye

2
PUBLIC COMMENT

3
RESOLUTION NO. 19-1098

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR 1106 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR1106:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1106, memo transfers in batch numbers MTAPR1106 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Boundtree Medical	EMS Medical Supplies	10011303-5243	\$20,000.00
PR Number	Vendor Name	Line Description	Line Account Amount
R1905216	CONNEY SAFETY PRODUCTS LLC	CONFINED SPACE RESCUE SYSTEM - 7' TRIPOD WITH 60'	66211900 - 5260 \$3,256.00
R1905216	CONNEY SAFETY PRODUCTS LLC	PPE CLOTHING, HARD HATS, AND SAFETY GLASSES	66211900 - 5225 \$2637.08
R1905223	CENTRAL OHIO BUILDING CO INC	RUDER WEST DRAINAGE IMPROVEMENT PROJECT	40311466 - 5301 \$179,521.00
R1905228	GOVCONNECTION INC	PURCHASE OF 16 IPADS	10011303 - 5201 \$5,938.00
R1905228	GOVCONNECTION INC	MACBOOK PRO PURCHASE	10011303 - 5260 \$2,119.50
R1905228	GOVCONNECTION INC	PURCHASE OF 8 IPADS FOR TRAINING	10011303 - 5201 \$3,839.40
R1905229	BRUNER CORPORATION	REPAIR AND INSTALL REPLACEMENT OF 7 AIR HANDLES	21411306 - 5328 \$18,424.00
R1905250	GOVCONNECTION INC	(9) COMPUTERS, (9) MONITORS, (9) ADAPTER CABLES,	10011301 - 5201 \$7,520.05

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

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 7, 2019**

4

RESOLUTION NO. 19-1099

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Emergency Medical Services department is requesting that Tim Davis attend a Basic Designated Infection Control Officer Training Course in Pickerington, Ohio from November 13-14, 2019 at the cost of \$385.00 (fund number 10011303).

The Emergency Medical Services department is requesting that Jessica Murray attend an Incident Response to Terrorist Bombing course in Socorro, New Mexico from January 13-16, 2019 at no cost.

The Emergency Medical Services department is requesting that Seth Riddlebarger an Incident Response to Terrorist Bombing course in Socorro, New Mexico from January 13-16, 2019 at no cost.

The Emergency Medical Services department is requesting that Ryan Strohl an Incident Response to Terrorist Bombing course in Socorro, New Mexico from January 13-16, 2019 at no cost.

The Code Compliance Department is requesting that Duane Matlack and Fred Fowler attend a Water Management Association of Ohio Annual Meeting and Conference in Columbus, Ohio from November 13-14, 2019 at the cost of \$550.00 (fund number 10011301).

The Code Compliance Department is requesting that Duane Matlack, Joseph Amato, Drew Shorter, Ed Spiers, Ron Reid and Bill Johnson attend an Ohio Board of Building Standards-Administration and Existing Buildings class in Columbus, Ohio on November 18, 2019 at no cost.

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

5

RESOLUTION NO. 19-1100

IN THE MATTER OF APPROVING A SYSTEM MAINTENANCE AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND IMAGESOFT, INC., AND APPROVING A RELATED STATEMENT OF WORK BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY COURT OF COMMON PLEAS, DOMESTIC RELATIONS DIVISION, AND IMAGESOFT, INC.:

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

WHEREAS, the Common Pleas Court, Domestic Relations Division recommends approving a System Maintenance Agreement between the Delaware County Board of Commissioners and ImageSoft, Inc., for ImageSoft to provide system maintenance and related support services for ImageSoft supported software and hardware; and

WHEREAS, the Common Pleas Court, Domestic Relations Division also recommends approving a related Statement of Work between the Delaware County Board of Commissioners, the Common Pleas Court, Domestic Relations Division, and ImageSoft, Inc., for ImageSoft to provide the Court five (5) aiSmartBench software operating licenses and related maintenance and support;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the System Maintenance Agreement between the Delaware County Board of Commissioners, and ImageSoft, Inc., and further approves the related Statement of Work between the Delaware County Board of Commissioners, Common Pleas Court, Domestic Relations Division, and ImageSoft Inc.:

SYSTEM MAINTENANCE AGREEMENT

This System Maintenance Agreement (“SMA”) is made and entered into by and between ImageSoft, Inc., a Michigan Corporation with its principal offices at 25900 W. 11 Mile Road, Suite 100, Southfield, MI 48034 (“ImageSoft”), and Delaware County with its principal offices at 10 Court Street, Delaware, OH 43015 (“Customer”), ImageSoft and Customer each individually referred to as a “Party” or collectively as the “Parties”:

RECITALS:

WHEREAS, ImageSoft is in the business of providing system maintenance and related support services (“Maintenance”); and

WHEREAS, Customer desires to purchase from ImageSoft such Maintenance as described herein; and

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 7, 2019**

WHEREAS, ImageSoft desires to provide Customer with such Maintenance as described herein.

NOW, THEREFORE, the parties mutually agree as follows:

DEFINED TERMS: The following terms shall have the meanings set forth below for all purposes of the SMA:

“SMA” shall mean this System Maintenance Agreement.

“Customer Care” shall mean an enhanced package of support services provided by ImageSoft and defined within the SMA. Customer Care services are to be provided only if they are specifically identified in the SMA.

“Statement of Work” or “SOW” shall mean an agreement between Customer and ImageSoft that describes specific products and services to be provided by ImageSoft to another party. A SOW may be related by reference to the SMA.

“Supported Software” or “Supported Software Products” shall mean the computer software licensed from either a third-party vendor or ImageSoft to be supported by ImageSoft under the SMA, all of which is either; a) listed in a related SOW and completely paid for; or b) preexisting and identified in Appendix A; or c) purchased at a future date and specifically identified as being supported under the SMA.

“Supported Hardware” shall mean the computer hardware manufactured by a third-party vendor to be supported by ImageSoft under the SMA, all of which is either; a) listed in a related SOW and completely paid for; or b) preexisting and identified in Appendix A; or c) purchased at a future date and specifically identified as being supported under the SMA.

“Supported Services” shall mean the system configuration and custom software development provided by ImageSoft and to be supported by ImageSoft under the SMA, all of which is either; a) listed in a related SOW and completely paid for; or b) preexisting and identified in Appendix A; or c) purchased at a future date and specifically identified as being supported under the SMA.

“Supported Products” shall mean the Supported Hardware and Supported Software components to be supported by ImageSoft under the SMA.

“Supported System” shall mean the aggregate of the Supported Products and Supported Services.

“Product Vendor” shall mean a third-party vendor or ImageSoft whose products ImageSoft is authorized to resell and whose products are identified as Supported Products.

“Maintenance and Support Services” shall mean the maintenance and support services to be performed by ImageSoft under the SMA.

“Documentation” shall mean the officially released material, either in electronic or paper form, including user manuals, provided by Product Vendors related to the functional, operational or performance characteristics of Supported Products.

“Error Tracking Number” or “ETN” means a unique number assigned by ImageSoft to an Error.

“Error” shall mean any defect or condition inherent and discovered in the Supported Product that causes the Supported Product to fail to perform in accordance with the current Documentation published by Product Vendor. A defect or condition is not an Error until ImageSoft assigns an Error Tracking Number (ETN).

“Upgrades and Enhancements” means any and all new versions, improvements, modifications, upgrades, updates, fixes and additions to Supported Software that a Product Vendor or ImageSoft has commercially released to its end users generally during the term of the SMA to correct deficiencies or enhance the capabilities of the Supported Software, together with updates of the Documentation to reflect such new versions, improvements, modifications, upgrades, fixes or additions; provided, however, that the foregoing shall not include new, separate software product offerings, new software modules, or a re-platformed software product.

1. IDENTIFICATION OF SUPPORTED PRODUCTS AND SERVICES

ImageSoft provides professional services and sells and supports a number of different Software and Hardware products, each of which may have both common and distinct support terms. The following products and services are supported under this agreement:

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 7, 2019**

- a) New Purchases. The SMA covers all products and services that are purchased through a fully executed ImageSoft Statement of Work (SOW) which specifically references this agreement and where the products and services are explicitly identified as covered under this agreement.
- b) Existing Supported Components. Appendix A provides a list of known existing system products and services that are to be covered by this agreement. Any existing component that is not explicitly identified shall not be covered by this agreement.

2. SUPPORTED SOFTWARE MAINTENANCE

This section describes the terms and conditions related to all of the Supported Software in Appendix A or an accepted SOW. This section is only applicable if as described in Section 1, one or more Supported Software products are identified as supported. Additional terms and conditions that are specific to a Product Vendor may be included in Section 17.

- a) Upgrades and Enhancements. ImageSoft shall provide, upon Customer request, all Upgrades and Enhancements to the Supported Software commercially released by the Product Vendor during the term of the SMA. Customer acknowledges and agrees that Product Vendors have the right, at any time, to change the specifications and operating characteristics of the Supported Software. Any Upgrades and Enhancements to the Supported Software and Documentation shall remain proprietary to and the sole and exclusive property of the Product Vendor and shall be subject to all of the restrictions, limitations and protections of the Product Vendor's license agreement. All applicable rights to patents, copyrights, trademarks, other intellectual property rights, applications for any of the foregoing and trade secrets in the Supported Software and Documentation and any Upgrades and Enhancements are and shall remain the exclusive property of the Product Vendor.
- b) Errors in Supported Software. All Error(s) discovered by Customer within Supported Software must be properly reported to ImageSoft in accordance with Section 6 b) of the SMA. ImageSoft shall use its commercially reasonable efforts to correct any properly reported Error(s) in the Supported Software that are mutually confirmed by ImageSoft and Product Vendor, in the exercise of their commercially reasonable judgment.
- c) General Assistance and Advice. ImageSoft shall upon the request of Customer, provide technical support, including remote assistance and advice, related to the operation, best practices, and use of the Supported Software by Customer. Remote assistance and advice is provided over the telephone or through e-mail correspondence. Remote assistance and advice is intended to provide general assistance and guidance related to the everyday usage and maintenance of the system. Remote assistance and advice is not intended to be a replacement for a properly trained system administrator, or a properly trained software developer. ImageSoft will notify Customer in the event that this service is being used in a manner that is outside of its intended purpose and reserves the right to charge a fee in such an instance.
- d) Reporting Errors to Product Vendors. ImageSoft shall undertake to report to Product Vendor for confirmation any reported Errors promptly after receipt of proper notice from Customer. For Errors that require Product Vendor assistance to correct, ImageSoft shall work directly with the Product Vendor and use its commercially reasonable efforts to correct the Error.
- e) Remote Access to Customer system. Customer acknowledges and agrees that ImageSoft and Product Vendor may require on-line access to the Customer's system in order for ImageSoft to provide Maintenance and Support Services hereunder. Accordingly, Customer shall provide a connection to the Internet to facilitate ImageSoft's remote access to Customer's system. ImageSoft shall provide remote connection software, which may require installation of a software component on a workstation or server computer. **NO REMOTE ACCESS WILL BE INITIATED BY IMAGESOFT OR PRODUCT VENDOR WITHOUT A CUSTOMER SUPPORT REPRESENTATIVE PRESENT.**
- f) Exclusions. ImageSoft is not responsible for providing, or obligated to provide, maintenance and support services or upgrades and enhancements under the SMA: (a) in connection with any Error if ImageSoft (directly or through Product Vendor) has previously provided corrections for such Error, which correction Customer chose not to implement after being advised to implement the same; (b) in connection with any Errors or problems that have been caused by errors, defects, problems, alterations, revisions, changes, enhancements or modifications in the database, operating system, third party software (other than Supported Software or third party software bundled with the Supported Software.), hardware (other than Supported Hardware) or any system or networking utilized by Customer; (c) if the Supported System or related software or systems have been subjected to abuse, misuse, improper handling, accident or neglect; (d) if any party other than ImageSoft or a Product Vendor working with ImageSoft has provided any services in the nature of Maintenance and Support Services to Customer with respect to the Supported System; or (e) in connection with custom developed software not developed or provided by ImageSoft

3. SUPPORTED SERVICES MAINTENANCE

This section is only applicable if Supported Services are identified as supported in an accepted SOW. All

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 7, 2019**

services provided by ImageSoft to Customer are provided with a 30-day limited warranty, which is further defined in section 12 (see section 4 for Customer Care extended warranty on Supported Services). During this limited warranty period Service Provider will use its commercially reasonable efforts to correct any properly reported defect(s) (non-conformity to functional specifications mutually confirmed and agreed upon by Service Provider and Customer) in any configurations or custom software development provided by Service Provider.

4. CUSTOMER CARE SUPPORT

This section is only applicable if Customer Care is identified as being provided in an accepted SOW. Customer Care Support is an optional support package that is offered to select Customers. If applicable, Customer Care provides more extensive protection to the Customer in several key areas, as follows:

- a) Extended Services Support. ImageSoft will use its commercially reasonable efforts to correct any properly reported defect(s) (non-conformity to functional specifications mutually confirmed and agreed upon by ImageSoft and Customer) in any configurations or custom software development provided by ImageSoft, and fully paid for by Customer.
- b) Development Team Access. ImageSoft will use its commercially reasonable efforts to maintain an enhanced level of knowledge regarding the Customer's System and provide Customer access to ImageSoft's implementation staff that maintains this knowledge. All support calls will first go through the standard help-desk process, however Customer Care Customers will have enhanced access to implementation staff personnel.
- c) System Upgrade Assistance. ImageSoft will annually assist Customer in the installation of up to two (2) new versions for any of the Supported Software Products provided by ImageSoft. Assistance shall include: 1) Providing remote technical advice for planning or execution; and 2) Providing remote technical services to run the upgrade procedure. ON-SITE ASSISTANCE IS NOT INCLUDED AND IS BILLABLE AS PER SECTION 7. TESTING AND BACKUP ARE THE RESPONSIBILITY OF THE CUSTOMER. IMAGESOFT RESERVES THE RIGHT TO REFUSE TO PERFORM AN UPGRADE IF IN IMAGESOFT'S REASONABLE COMMERCIAL JUDGMENT PROPER TESTING OR BACKUP HAVE NOT BEEN PERFORMED.
- d) Upgrade Assurance. ImageSoft will use its commercially reasonable efforts to ensure that any configurations or custom software development provided by ImageSoft, and fully paid for by Customer will continue to operate and provide same or similar functionality in subsequent new versions of Supported Products. UPGRADE ASSURANCE DOES NOT INCLUDE MIGRATING TO A DIFFERENT OPERATING ENVIRONMENT.
- e) Web Support Portal. A feature of the Customer Care Support program includes ImageSoft providing Customer with access to support through the Web. The Web Support Portal provides Customer with access to support history, and the ability to submit a notification through the Web.
- f) Customer Care Pricing. The price for Customer Care is based on the size and complexity of the system being supported and an estimate of the amount of effort required to perform the support for the period being covered. In subsequent years ImageSoft reserves the right to make adjustments to the price for Customer Care to better reflect the actual cost of the service being provided.

5. SUPPORTED HARDWARE MAINTENANCE

This section is only applicable if one or more Supported Hardware components are identified as supported in Appendix A or an accepted SOW. Additional terms and conditions that are specific to a Product Vendor may be included in Section 17. If applicable, existing product configuration may be found in the Appendix A of the SMA.

- a) Errors in Supported Hardware. All Error(s) discovered by Customer within Supported Hardware must be properly reported to ImageSoft in accordance with Section 6 of the SMA. ImageSoft shall use its commercially reasonable efforts to correct any properly reported Error(s) in the Supported Hardware that are mutually confirmed by ImageSoft and Product Vendor, in the exercise of their commercially reasonable judgment.
- b) Third-party On-site Maintenance. For most Supported Hardware ImageSoft will propose to Customer and purchase on behalf of Customer a third-party on-site maintenance contract. If an on-site maintenance contract is in effect, it will be identified in a related SOW, or through a renewal invoice for subsequent terms. If an on-site maintenance contract is in effect and an Error is confirmed by ImageSoft to be covered by the on-site maintenance contract, then, ImageSoft will either contact the third-party on behalf of the Customer, or direct Customer to do so.

6. SUPPORT PROCEDURES

- a) Support Hours. Unless extended support coverage is defined within and purchased through a related SOW, Maintenance and Support Services shall be available during the hours of 9 a.m. to 5 p.m., Eastern Standard Time, Monday through Friday, excluding the following US holidays, as defined by the US Federal Government (www.opm.gov/fedhol), including: New Year's Day, Memorial Day,

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 7, 2019**

Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve and Christmas day.

- b) Error Reporting. Proper notice shall include prompt telephonic and written (either via e-mail or postal mail) notice to ImageSoft of any alleged Error. If requested by ImageSoft, Customer agrees to provide written documentation of Errors to substantiate the Errors and to otherwise assist ImageSoft in the detection, verification and correction of said Errors. ImageSoft will use its commercial reasonable judgment to determine if an Error exists. If ImageSoft determines that a new Error exists, ImageSoft will assign an Error Tracking Number (“ETN”) to the Error and provide this to the Customer. A NOTIFICATION OF ANY KIND DOES NOT BECOME AN “ERROR”, AS DEFINED WITHIN THIS AGREEMENT, UNTIL AN ERROR TRACKING NUMBER IS ASSIGNED BY IMAGESOFT.
- c) Call Tracking and Response. ImageSoft’s help desk shall track all Customer notifications and categorize them as follows:

Type	Description	Response Time
Error: Critical	Error has been confirmed and Error Tracking Number has been assigned. The Error is either causing a significant portion of the system to be unusable, or is significantly affecting Customer productivity. These calls are addressed before all others.	4 business hours
Error: Non-critical	Error has been confirmed and Error Tracking Number has been assigned. A workaround is available, or the issue is NOT significantly affecting Customer productivity.	8 business hours
Inquiry	System is operating as documented, however Customer has requested a change to the system or Customer has requested General Assistance or Advice.	24 business hours

ImageSoft will record information in a concise manner in an internal issue tracking database. A summary report will be provided to Customer upon request of the notifications that have been received.

Once an ETN is assigned then ImageSoft will respond to Customer notifications within the timeframes shown above. Response will include attempting to make direct contact with the Party that submitted the notification. Direct contact will first be attempted via telephone or pager. Secondly, an e-mail may be sent or another Customer party may be contacted. The course of action will vary depending upon the nature and severity of the notification.

7. TIME AND MATERIALS SERVICES

- a) On-Site Services. This agreement provides for Errors to be resolved remotely, however the parties may determine that on-site services are required. Upon the reasonable request of Customer, and agreeing to pay for such services on a time and materials basis, ImageSoft may provide on-site Services at Customer’s facilities in connection with the correction of Error(s). All on-site service requests must be made in writing. ImageSoft may require that Customer provide either a signed Purchase Order, or a signed Statement of Work agreement prior to providing on-site services.
- b) Incidental Expenses. Customer agrees to pay ImageSoft for all reasonable travel and living expenses related to the performance of Time and Materials Services, which are properly supported by a receipt.

8. CUSTOMER RESPONSIBILITIES

- a) Operation of the System. Customer acknowledges and agrees that it is solely responsible for the operation, supervision, management and control of the System, including but not limited to providing training for its personnel, instituting appropriate security procedures and implementing reasonable procedures to examine and verify all output before use. In addition, Customer is solely responsible for its data, its database and for maintaining suitable backups of the data and database to prevent data loss in the event of any hardware or software malfunction. ImageSoft and Product Vendors shall have no responsibility or liability for data loss regardless of the reasons for said loss. ImageSoft and Product Vendors shall have no responsibility or liability for Customer’s selection or use of any software (including Supported Software), hardware (including Supported Hardware), or systems.
- b) Customer’s Implementation of Error Corrections and Upgrades and Enhancements. In order to maintain the integrity and proper operation of the System, Customer agrees to implement, in the manner instructed by ImageSoft, all reasonable Error corrections and Upgrades and Enhancements. Customer’s failure to implement any Error corrections or Upgrades and Enhancements may limit or restrict the ability of ImageSoft to implement future Error corrections or Upgrades and Enhancements to the system.

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 7, 2019**

- c) Notice of Errors; Documentation of Errors. Customer shall provide prompt notice of any Errors in the System discovered by Customer, or otherwise brought to the attention of Customer. Procedures for proper ImageSoft notification are defined in section 6.
- d) Assistance in Error Correction. ImageSoft may request, and Customer is responsible for providing reasonable assistance during the course of Error isolation and correction. Assistance may include, but is not limited to, collecting error logs, sending data and screen images to ImageSoft, running all or part of the system in a test mode, or otherwise assisting in the creation of an environment similar to that in which the Error was detected. If an Error cannot be successfully reproduced, it may be impossible to determine a root cause and provide a correction.
- e) Level-1 Support. Customer is responsible for providing first-level support to the end users of the System and other related systems. First-level support is to be performed by a trained Customer system administrator and is to cover the overall computing and business environment.

9. DISPUTE RESOLUTION

- a) Arbitration. The parties hereto shall endeavor to settle all disputes, controversies and claims arising in connection with the SMA in an amicable way. If the parties are unsuccessful in this regard, any such dispute, controversy or claim arising out of or relating to the SMA shall be filed in and heard before a court of competent jurisdiction in Delaware County, Ohio.

10. PAYMENTS AND REMEDIES

- a) Payment Effect on Coverage. UNLESS OTHERWISE AGREED TO IN WRITING; 1) ALL PAYMENTS FOR SUPPORT SERVICES ARE DUE PRIOR TO SERVICES BEING PROVIDED; AND 2) IMAGESOFT IS NOT OBLIGATED TO PERFORM ANY SERVICES DEFINED WITHIN THIS AGREEMENT UNTIL PAYMENT FOR BOTH THE SUPPORT SERVICES AND PAYMENT FOR THE SUPPORTED PRODUCT OR SUPPORTED SERVICES IS MADE IN FULL AND IS RECEIVED BY IMAGESOFT.
- b) Payment Terms. Customer shall pay all other invoices hereunder in full net thirty (30) days from the date of invoice.
- c) Past Due Amounts. All past due amounts shall bear interest at the rate of one and one-half percent (1.5%) per month (or, if lower, the maximum rate lawfully chargeable) from the date due through the date that such past due amounts and such accrued interest are paid in full. In the event of any default by Customer in the payment of any amounts due hereunder, which default continues unremedied for at least ten (10) calendar days after the due date of such payment, ImageSoft shall have the right to cease to provide any Maintenance and Support Services and Upgrades and Enhancements to Customer unless and until such default, and any and all other defaults by Customer under the SMA, shall have been cured.
- d) Taxes and Governmental Charges. In addition to any and all other payments required to be made by Customer hereunder, Customer shall pay all taxes and governmental charges, foreign, federal, state, local or otherwise (other than income or franchise taxes of ImageSoft), however designated, which are levied or imposed by reason of the transactions contemplated by the SMA, including but not limited to sales and use taxes, excise taxes and customs duties or charges, except that Customer shall not be required to pay taxes from which it is exempt if Customer provides to ImageSoft an appropriate certificate establishing such exemption.
- e) U.S. Dollars. All payments by Customer to ImageSoft shall be made in U.S. dollars.

11. TERM

- a) Initial Term. Subject to the early termination provisions of Section 11c), the initial term of the SMA (the "Initial Term") shall commence immediately upon execution of the SMA by both ImageSoft and Customer.

The Initial Term of the SMA shall expire on the first annual anniversary of the commencement of the Initial Term.

- b) Renewal Periods. Except as otherwise provided below, the term of the SMA shall be renewed: (1) at the end of the Initial Term, for a period from the first day after the end of the Initial Term through December 31 of the calendar year in which the Initial Term ends; and (2) thereafter, annually on a calendar year by calendar year basis for up to three additional years, unless either Party elects not to renew by written notice to the other Party with sixty (60) days written notice prior to the end of such Initial Term or renewal term, as the case may be. In no event shall the SMA renew beyond December 31, 2023, except as ImageSoft and Customer may expressly agree in a writing signed by both ImageSoft and Customer. ImageSoft shall not exercise its right of non-renewal unless Customer is then in default, ImageSoft reasonably anticipates a Customer default, or ImageSoft is generally no longer in the business of providing such support or otherwise winding down its business. ImageSoft shall invoice Customer for annual maintenance fees for renewal terms at least forty-five (45) days prior to the end of the then-current term of the SMA. In the event that any term of the SMA for which

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 7, 2019**

annual maintenance fees are payable in a period of less than twelve (12) calendar months, the annual maintenance fees for such term will be prorated based upon the number of calendar months in such period (including the calendar month in which such term of the SMA commences).

c) Early Termination.

i) Automatic. Should any license agreement related to a Supported Products be terminated, then support for that Supported Product under the SMA shall be automatically terminated.

ii) By ImageSoft For Cause. ImageSoft shall be entitled to give written notice to Customer of any material breach by Customer of a Supported Product license agreement or the SMA, specifying the nature of such breach and requiring Customer to cure the breach. If Customer has not cured the breach within twenty (20) business days after receipt of such written notice, ImageSoft shall be entitled, in addition to any other rights it may have under the SMA, or otherwise at law or in equity, to immediately terminate the SMA. For the avoidance of doubt, failure to pay any sum due and owing is a material breach.

iii) By Customer.

(1) For Convenience. Customer may terminate the SMA at any time, for any reason or for no reason, upon not less than sixty (60) days advance written notice to ImageSoft.

(2) For Cause. Customer shall be entitled to give written notice to ImageSoft of any material breach by ImageSoft of the SMA, specifying the nature of such material breach or non-compliance and requiring ImageSoft to cure the breach. If ImageSoft has not cured the breach within twenty (20) business days after receipt of written notice, Customer shall be entitled, in addition to any other rights it may have under the SMA, or otherwise at law or in equity, to immediately terminate the SMA; and thereafter, so long as Customer has complied in all material respects with its obligations under the SMA and is current on all payment obligations to ImageSoft, Customer shall be entitled to a refund from ImageSoft of the “unused portion of the annual maintenance fees” for the then-current term of the SMA. For these purposes, the “unused portion of the annual maintenance fees” shall mean that portion of the annual maintenance remaining from the end of the month when the termination is effective to the end of the remaining term.

d) Effect of Termination.

i) Payments. Notwithstanding any termination of the SMA, subject to 11(b)(2), Customer shall be obligated to pay ImageSoft for (A) all Maintenance and Support Services provided on a time and materials basis in accordance with the SMA at any time on or prior to the effective date of termination; (B) all annual maintenance fees due with respect to any period commencing prior to the effective date of termination; and (C) all travel and incidental costs and expenses incurred by ImageSoft at any time on or prior to the effective date of termination.

ii) Survival of Obligations. Provisions of the SMA which by their nature extend beyond termination of this SMA shall survive termination of this SMA. Additionally, the termination of the SMA will not discharge or otherwise affect any pre-termination obligations of either Party existing under the SMA at the time of termination. No action arising out of the SMA, regardless of the form of action, may be brought by Customer more than one (1) year after the date the action occurred.

iii) Reinstatement of SMA. In the event of non-renewal of the SMA by Customer, Customer may at any elect to reinstate the SMA. To obtain reinstatement, Customer shall deliver written notice to such effect to ImageSoft. ImageSoft shall calculate and provide a proposal for reinstatement where the total cost will not be greater than 110% of the aggregate total cost of the entire period of lapsed coverage and the renewal term. Reinstatement will not be complete until payment in full is received. EXCEPT AS EXPRESSLY PROVIDED BY THIS SECTION, CUSTOMER SHALL HAVE NO RIGHT TO REINSTATE THIS AGREEMENT FOLLOWING THE TERMINATION THEREOF FOR ANY REASON.

12. LIMITED WARRANTY

a) Limited Warranty of Services. ImageSoft warrants that the Maintenance and Support Services required under this SMA shall be performed in a good and workmanlike manner and substantially according to industry standards. In order to assert any claim that any Maintenance and Support Services fail to conform to this limited warranty, Customer must notify ImageSoft in writing of such claim within thirty (30) days after the date the alleged non-conforming Services are completed. Upon receiving such timely written notice, ImageSoft’s sole obligation for any actual breach of this Limited Warranty, and Customer’s sole remedy, shall be for ImageSoft to use commercially reasonable efforts to re-perform the nonconforming Services as required by this SMA and the Limited Warranty.. If ImageSoft thereafter fails to perform the Maintenance and Support Services in accordance with this Limited Warranty after a reasonable period of time (and at least thirty (30) days), Customer’s sole and exclusive remedy shall be termination of the SMA in accordance with Section 11(c)(iii)(2) of this SMA. For the avoidance of doubt and without limiting any other obligations excluded by operation of this SMA or by law, This warranty specifically excludes non-performance issues caused as a result

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 7, 2019**

of incorrect procedures used or provided by Customer or a third party or failure of Customer to perform and fulfill its obligations under the SMA or a related Supported Product license agreement.

- b) No Warranty of Product Upgrades and Enhancements. The Limited Warranty of Services above is not intended to modify any product warranty or disclaimer of product warranty that may be contained in the license Agreements for Supported Products relating to Upgrades and Enhancements of the Supported Products which may be provided to Customer under the SMA; for the avoidance of doubt, no product warranty is given under the SMA with respect to Upgrades and Enhancements.
- c) DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, IMAGESOFT MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING ANY MAINTENANCE AND SUPPORT SERVICES, ANY SOFTWARE OR ANY UPGRADES AND ENHANCEMENTS PROVIDED UNDER THIS AGREEMENT. IMAGESOFT DISCLAIMS AND EXCLUDES ANY AND ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF GOOD TITLE, WARRANTIES AGAINST INFRINGEMENT, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. IMAGESOFT DOES NOT WARRANT THAT ANY MAINTENANCE AND SUPPORT SERVICES, SOFTWARE OR UPGRADES AND ENHANCEMENTS PROVIDED WILL SATISFY CUSTOMER'S REQUIREMENTS OR ARE WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF ANY SOFTWARE OR UPGRADES AND ENHANCEMENTS WILL BE UNINTERRUPTED. IMAGESOFT DOES NOT ASSUME ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY THIRD PARTY HARDWARE, FIRMWARE, SOFTWARE OR SERVICES.

13. LIMITATIONS OF LIABILITY; INDEMNIFICATION; INSURANCE

- a) IN NO EVENT SHALL IMAGESOFT'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE AGGREGATE AMOUNTS PAID BY CUSTOMER TO IMAGESOFT UNDER THIS AGREEMENT DURING THE CURRENT TERM OF THIS AGREEMENT. IN NO EVENT SHALL IMAGESOFT OR PRODUCT VENDORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS, BUSINESS INTERRUPTION DAMAGES OR EXPENSES, THE COSTS OF SUBSTITUTE SOFTWARE OR SERVICES, LOSSES RESULTING FROM ERASURE, DAMAGE, DESTRUCTION OR OTHER LOSS OF FILES, DATA OR PROGRAMS OR THE COST OF RECOVERING SUCH INFORMATION, OR OTHER PECUNIARY LOSS, EVEN IF IMAGESOFT OR PRODUCT VENDOR HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR LOSSES.
- b) ImageSoft shall indemnify and hold free and harmless Customer 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 ImageSoft, 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.
- c) ImageSoft shall maintain general liability and automobile liability insurance in amounts commercially reasonable and shall maintain workers compensation coverage in accordance with the laws of the State of Ohio. The Customer shall be named as additional insured on the general liability and automobile liability insurance policies, and the Customer may require ImageSoft to provide certificates documenting the insurance coverage required herein.

14. FORCE MAJEURE

No failure, delay or default in performance of any obligation of a Party to the SMA (except the payment of money) shall constitute a default or breach to the extent that such failure to perform, delay or default arises out of a cause, existing or future, beyond the control (including, but not limited to: action or inaction of governmental, civil or military authority; fire; strike, lockout or other labor dispute; flood; war; riot; theft; earthquake; natural disaster or acts of God; national emergencies; unavailability of materials or utilities; sabotage; viruses; or the act, negligence or default of the other Party) and without negligence or willful misconduct of the Party otherwise chargeable with failure, delay or default. Either Party desiring to rely upon any of the foregoing as an excuse for failure, default or delay in performance shall, when the cause arises, give to the other Party prompt notice in writing of the facts which constitute such cause; and, when the cause ceases to exist, give prompt notice of that fact to the other Party. This Section shall in no way limit the right of either Party to make any claim against third parties for any damages suffered due to said causes.

15. NOTICES

Unless otherwise agreed to by the parties in a writing signed by both parties, all notices, requests, demands and other communications under the SMA shall be in writing and shall be effective and deemed to have been received (a) when delivered in person, (b) Five (5) business days after having been mailed by certified or registered United States mail, postage prepaid, return receipt requested, or (c) the next business day after

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 7, 2019**

having been sent by a nationally recognized overnight mail or courier service, return receipt requested. Unless otherwise provided, notices shall be sent to the parties appearing on the signature page, at the address listed on the opening page of the SMA.

16. GENERAL PROVISIONS

- a) Jurisdiction. The SMA and any claim, action, suit, proceeding or dispute arising out of the SMA shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the State of Ohio, without regard to the conflicts of laws provisions thereof. Venue and jurisdiction for any action, suit or proceeding arising out of the SMA shall vest exclusively in the courts of general jurisdiction located in Delaware County, Ohio.
- b) Interpretation. The headings used in the SMA are for reference and convenience purposes only and shall not in any way limit or affect the meaning or interpretation of any of the terms hereof. All defined terms in the SMA shall be deemed to refer to the masculine, feminine, neuter, singular or plural, in each instance as the context or particular facts may require. Use of the terms “hereunder,” “herein,” “hereby” and similar terms refer to the SMA.
- c) Waiver. No waiver of any right or remedy on one occasion by either Party shall be deemed a waiver of such right or remedy on any other occasion.
- d) Integration. The SMA, including any and all exhibits and schedules referred to herein or therein set forth the entire agreement and understanding between the parties pertaining to the subject matter and merges all prior discussions between them on the same subject matter. Neither of the parties shall be bound by any conditions, definitions, warranties, understandings or representations with respect to the subject matter other than as expressly provided in the SMA. The SMA may only be modified by a written document signed by duly authorized representatives of the parties. The SMA shall not be supplemented or modified by any course of performance, course of dealing or trade usage. Variance from or addition to the terms and conditions of the SMA in any purchase order or other written notification or documentation, from Customer or otherwise, will be of no effect unless expressly agreed to in writing by both parties. The SMA will prevail over any conflicting stipulations contained or referenced in any other document.
- e) Binding Agreement and Assignment. The SMA shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Neither Party may assign the SMA or its rights or obligations under the SMA, in whole or in part, to any other person or entity without the prior written consent of the other Party. Any change in control of Customer resulting from an acquisition, merger or otherwise shall constitute an assignment under the terms of this provision. Any assignment made without compliance with the provisions of this section shall be null and void and of no force or effect.
- f) Severability. In the event that any term or provision of the SMA is deemed by a court of competent jurisdiction to be overly broad in scope, duration or area of applicability, the court considering the same will have the power and is hereby authorized and directed to limit such scope, duration or area of applicability, or all of them, so that such term or provision is no longer overly broad and to enforce the same as so limited. Subject to the foregoing sentence, in the event any provision of the SMA is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will attach only to such provision and will not affect or render invalid or unenforceable any other provision of the SMA.
- g) Independent Contractor. The parties acknowledge that ImageSoft is an independent contractor and that it will be responsible for its obligations as employer for those individuals providing the Maintenance and Support Services.
- h) Export Regulation. The Software, Upgrades and Enhancements are subject to export control laws applicable to ImageSoft’s and Customer’s respective jurisdictions, including without limitation, the United States. Customer acknowledges that the Software, Upgrades and Enhancements are subject to all United States laws and regulations as shall from time to time govern the license and delivery of technology and products abroad by persons subject to the jurisdiction of the United States and which prohibit export or diversion of certain products and technology to certain countries or individuals, including the Export Administration Act of 1979, as amended and/or any successor legislation, and the Export Administration Regulations (“EAR”) issued by the Department of Commerce, Bureau of Industry and Security. Customer further acknowledges that the release of the Software, Upgrades and Enhancements to foreign nationals in the United States is a “deemed export” as that term is defined in the EAR and that such release may be a violation of the EAR. Customer represents and warrants that Customer will comply in all respects with the export and re-export restrictions applicable to the Software and will otherwise comply with the EAR or other United States laws and regulations in effect from time to time. Furthermore, Customer represents and warrants that Customer will not export (directly or indirectly), re-export, divert or transfer any Software, or Documentation, materials, items, technology, or technical data related to the Software to any destination, company, or person restricted or prohibited by foregoing export laws and regulations. Customer undertakes, among other obligations, to determine any export licensing requirements, to obtain any export license or other

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 7, 2019**

official authorization, and to carry out any Customs or other governmental formalities for the export of the Software

- i) *Government Restricted Rights.* The Software, Upgrades and Enhancements are deemed to be commercial computer software as defined in FAR 12.212 and subject to restricted rights as defined in FAR Section 52.227-19 “Commercial Computer Software-Restricted Rights” and DFARS 227.7202, “Rights in Commercial Computer Software or Commercial Computer Software Documentation”, as applicable, and any successor regulations. Any use, modification, reproduction release, performance, display or disclosure of the Software, Upgrades and Enhancements by the U.S. Government shall be solely in accordance with the terms of this Agreement.

17. PRODUCT VENDOR PROVISIONS

This section contains terms and conditions that are specific to particular Product Vendors. These terms are only applicable if the particular product vendor’s products are supported.

- a) Product Vendor: Hyland Software (OnBase Software) – Definition of “Software”. With respect to the OnBase product of Hyland Software, Inc. “Software” shall mean: (1) the current released version of the computer software licensed under the Hyland Software, Inc. EULA and, (2) at any time after ImageSoft has delivered to Licensee a new version of such computer software as an Upgrade and Enhancement under the SMA, the released version of such computer software last released prior to the current released version; provided, that the Software will not include any prior released version of such computer software that has been superseded for more than two (2) years (as determined from the date that Hyland Software, Inc. first announced publicly, through its web site or otherwise, the general release of the next later version of such computer software) by any later released version of such computer software.
- b) Product Vendor: Hyland Software (OnBase Software) – System Administrator Requirement for Support. If the OnBase Software product is being supported under this SMA, then Customer is required to have an OnBase Certified System Administrator on staff to support the OnBase system within ninety (90) days of the start of production usage of the OnBase software. If the Customer does not have an OnBase Certified System Administrator on staff, then ImageSoft may submit a Statement of Work (SOW) to provide this service remotely. The requirements for OnBase Certified System Administrator are defined by Hyland Software and can be found on the Web at <http://training.onbase.com>
- c) Product Vendor: Hyland Software (OnBase Software) – Start of OnBase Maintenance. If the OnBase Software product is being supported under this SMA and unless otherwise agreed to in writing, 1st year maintenance will begin ninety (90) days after the software is ordered from Hyland Software by ImageSoft.

Appendix A – Existing OnBase System Configuration

<i>Product Vendor / Component</i>	<i>Part # / Serial #</i>	<i>Qty</i>	<i>Notes / Limitations</i>
OnBase Application Enabler	AEIPI1	1	
OnBase Batch OCR	OCIPW1	1	
OnBase CD Authoring	CDIPW1	1	
OnBase COLD/ERM	CLIPW1	1	
OnBase Concurrent Clients (1-100)	CTIPC1	47	
OnBase Desktop Document Imaging (>30ppm)	AIIPW2	2	
OnBase Desktop Document Imaging (unlimited)	AIIPW3	3	
OnBase Interaction with ShareBase	OSHPI1	1	
OnBase Production Document Imaging (Kofax/Twain)	DIIPW1	1	
OnBase Production Document Imaging (ISIS 2+)	ASIPW2	2	
OnBase Named Clients	CTIPN1	9	
OnBase Workstation Clients	CTIPW1	20	
OnBase Document Import Processor	DPIPW1	1	
OnBase Public Sector Constituency Web Access	PSIPI1	1	
OnBase Integration for CourtView	ICIPI1	1	
OnBase Multi-user Server	OBIPI1	1	
OnBase Unity Client Server	UNIPI1	1	
OnBase Automation API	UAIPI1	1	No charge
OnBase Unity Forms	UFIPI1	1	No charge
OnBase Unity Integration Toolkit	UIIPI1	1	
OnBase Workflow Concurrent User Client	WFIPC1	5	

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 7, 2019**

OnBase Departmental Workflow Server	WFIPD1	1	
OnBase Web Scanning Named User	WSIPN1	30	
OnBase Web Server	WTIPW1	1	

Existing aiSMARTBENCH System Configuration

<i>Product Vendor / Component</i>	<i>Part # / Serial #</i>	<i>Qty</i>	<i>Notes / Limitations</i>
Judges		4	
Non-Judges		5	

STATEMENT OF WORK

Statement of Work No.	Statement of Work No.
Revision No.	0
Customer name	Board of Commissioners, Delaware County, Ohio ("Board")
Project Name	Add on Mentis Clients
ImageSoft Contact	ImageSoft Contact
Submitted Date	Submitted Date

This Statement of Work is made and entered into by and between ImageSoft, Inc., a Michigan Corporation with its principal offices at 25900 West 11 Mile Rd, Suite 100, Southfield, MI 48034 ("ImageSoft"), and the Board of Commissioners, Delaware County, Ohio ("Board") with its principal offices at 101 N. Sandusky Street, Delaware, Ohio 43015 on behalf of the Delaware County Common Pleas Court, Domestic Relations Division ("Court"), whose principal offices are located at 117 N. Union Street, 400 Level, Delaware, Ohio 43015 (Board and Court collectively "Customer"):

This Statement of Work ("SOW") is to be attached to and is hereby made a part of the Professional Services Agreement ("PSA") entered into by and between Customer and ImageSoft dated 2-6-17.

Unless otherwise specified, the products and services provided within this SOW are hereby added to and covered for the duration and under the terms of the System Maintenance Agreement (SMA) entered into by and between Customer and ImageSoft dated _____.

To the extent that any terms and conditions contained in the related PSA or SMA are in conflict with the terms and conditions of this Statement of Work, the terms and conditions of this Statement of Work shall control.

1. Introduction

This SOW will cover the purchase of five (5) aiSmartBench Non-Judge licenses.
aiSmartBench Non-Judge License

aiSmartBench TM, inspired by judges for judges, transforms the traditional courtroom workflow with efficiencies that meet or exceed current paper processes. It allows you to securely perform high-speed, full-text searches within a particular document or across all documents for a particular case while in the courtroom, in chambers, at home, or on the road.

Key technology components critical to aiSmartBench TM include:

- Full-text searching across document image content
- Indexing and extracting of business-critical data
- Configurable workflow components
- Bank level security and encryption
- Work anywhere, web-enabled access
- Integration management designed to export the abstracted Mentis data schema into XML standards (such as NIEM or Legal XML) as well as database formats

2. Pricing

The table below provides estimated pricing for software, annual maintenance, and telephone support only.

Software	Product	Unit Cost	#Units	Cost
Mentis Software				
aiSmartBench Non-Judge licenses	MV-AISMARTBENCHNONJDG	\$1,560.00	5	\$7,800.00
aiSmartBench Annual Maintenance and telephone support	MV-AISMARTBENCHNONJDG-M			\$1,560.00
Software sub total				\$9,360.00
Total				
Grand total				\$9,360.00

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 7, 2019**

Pricing valid for 30 days				
---------------------------	--	--	--	--

2.1 Payment Schedule

All payments will be due on a Net-30 day basis. ImageSoft shall invoice the Court for payment.

Third-Party Software Procurement and Maintenance

Unless otherwise specified, the third-party software that is being provided within this SOW will be ordered by ImageSoft immediately following the acceptance of this SOW.

Software Maintenance: The first year of software maintenance is required with every third-party software purchase.

The third-party software is an add-on to an existing system, and therefore maintenance will begin immediately after the software is ordered by ImageSoft.

3. Approval

Signature is required to accept this SOW. By signing below each party agrees to the proposed project scope and authorizes work to begin.

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

6

RESOLUTION NO. 19-1101

IN THE MATTER OF DONATING PERSONAL PROPERTY NOT NEEDED FOR PUBLIC USE TO THE OHIO STATE UNIVERSITY COLLEGE OF ENGINEERING:

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

WHEREAS, Delaware County currently owns certain personal property, specifically older model computers that are identified herein by the attached spreadsheet (the "Property") for use at the Delaware County Board of Developmental Disabilities' ("DCBDD") offices; and

WHEREAS, the DCBDD has determined that the Property is not needed for public use; and

WHEREAS, pursuant to section 307.12(D) of the Revised Code, the Board of County Commissioners (the "Board") may sell or donate county personal property to any political subdivision of the state without advertisement or public notification, regardless of the property's value; and

WHEREAS, The Ohio State University College of Engineering has informed the DCBDD that it has a need for the Property.

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

Section 1. The Board hereby approves the donation of the Property to The Ohio State University College of Engineering.

Section 2. Pursuant to section 307.12(D) of the Revised Code, the Board makes no determination of the value of the Property, and the Property shall be donated upon the condition that it is accepted "as is."

Section 3. The Clerk of the Board shall provide a certified copy of this Resolution to The Ohio State University College of Engineering and DCBDD.

**DCBDD Laptop Donation
List
10/04/2019**

Manufacturer	Model	SN#	Status	Hard drive/RAM	Resale
Compaq	NC8430	CNU6380J52	Broken	Yes	\$ -
HP	8730	CNU9211M2X	Out of Date/Out of Commission	Yes	\$ -
HP	8730	CNU8503RV7	Out of Date/Out of Commission	Yes	\$ -
HP	8730	CNU9211NDR	Out of Date/Out of Commission	Yes	\$ -
HP	4530s	CNU2181L7T	Out of Date/Out of Commission	yes	\$ -
HP	4530S	CNU22527PM	Out of Date/Out of Commission	Yes	\$ -

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 7, 2019**

HP	4530S	CNU2181LHY	Out of Date/Out of Commission	Yes	\$	-
HP	4530S	CNU2181LGC	Out of Date/Out of Commission	yes	\$	-
HP	4530S	CNU2181L5X	Out of Date/Out of Commission	Yes	\$	-
HP	4540S	2CE3211RKB	Out of Date/Out of Commission	Yes	\$	-
HP	4540S	2CE3320PQ7	Out of Date/Out of Commission	Yes	\$	-
HP	4540S	2CE3320G46	Out of Date/Out of Commission	Yes	\$	-
HP	4540S	2CE3320R1Q	Out of Date/Out of Commission	Yes	\$	-
HP	4540S	2CE3211RF7	Out of Date/Out of Commission	Yes	\$	-
HP	8710P	CND7481H6R	Out of Date/Out of Commission	Yes	\$	-
HP	8710P	CND823ZQ7H	Out of Date/Out of Commission	Yes	\$	-
HP	8730W	CNU948BFDY	Broken	Yes	\$	-
HP	8730W	CNU9151J4Y	Out of Date/Out of Commission	Yes	\$	-
HP	8730W	CNU002155R	Out of Date/Out of Commission	Yes	\$	-
HP	8740W	CNU02954CL	Broken	Yes	\$	-
HP	8740W	CNU103494Q	Out of Date/Out of Commission	Yes	\$	-
HP	E545	MP-05RWLU 14/04	Out of Date/Out of Commission	Yes	\$	-
HP	Elite Book	CNU0290JJP	Broken	Yes	\$	-

HP	Elitebook	CNU105077J	Out of Date/Out Of Commission	Yes	\$	-
HP	Elitebook	CNU0300ST7	Out of Date/Out Of Commission	Yes	\$	-
HP	NX9420	CND6412K7V	Broken	Yes	\$	-
HP	NX9420	CND6412JSP	Out of Date/Out Of Commission	yes	\$	-
HP	NX9420	CND6412KRW	Out of Date/Out Of Commission	Yes	\$	-
HP	NX9420	CND6412KNH	Out of Date/Out Of Commission	Yes	\$	-
HP	NX9420	CND6412KWJ	Out of Date/Out Of Commission	Yes	\$	-
HP	Pavilion DV7	5CH12501SX	Broken	Yes	\$	-
HP	ProBook 450	CND441CDCS	Broken	Yes	\$	8.00
HP	ProBook 450	CND4516NY	Broken	Yes	\$	8.00
HP	ProBook 450	CND4517M59	Broken	Yes	\$	8.00
HP	ProBook 450	CND4517M59	Broken	Yes	\$	8.00
HP	ProBook 450	2CE3462F1Y	Broken	Yes	\$	8.00
HP	ProBook 450	CND4517M5X	Out of Date/Out Of Commission	Yes	\$	8.00
HP	ProBook 450	CND437731N	Out of Date/Out Of Commission	Yes	\$	8.00
HP	ProBook 450	CND441CDCL	Out of Date/Out Of Commission	Yes	\$	8.00
Lenovo	E545	MP-05RWCH 14/04	Broken	Yes	\$	8.00
Lenovo	E545	MP05RWN514/04	Out of Date/Out of Commission	Yes	\$	24.00
Lenovo	E545	MP-05RWNU14/04	Out of Date/Out Of Commission	Yes	\$	24.00
Lenovo	E545	MP-05RWJU14/04	Out of Date/Out of Commission	Yes	\$	24.00
Lenovo	E545	MP06GH1H14/08	Out of Date/Out of Commission	Yes	\$	24.00
Lenovo	E545	MP-06GXX9 14/08	Out of Date/Out Of Commission	Yes	\$	24.00

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 7, 2019**

Lenovo	E550	PF-ODSY0H 15/09	Broken	yes	\$	9.00
Lenovo	E560	PF-OEYHKD 16/02	Broken	Yes	\$	10.00
Lenovo	T61	L3-D3637 07/10	Broken	Yes	\$	-
TOTAL\$						211.00

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

7

RESOLUTION NO. 19-1102

IN THE MATTER OF APPROVING CHANGE ORDER NO. 002 TO THE AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND UNDERGROUND UTILITIES, INC. FOR THE LIBERTY-SAWMILL SANITARY SEWER EXTENSION IMPROVEMENTS:

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

WHEREAS, there is an agreement between the Delaware County Board of Commissioners and Underground Utilities, Inc., for the construction of the Liberty-Sawmill Sanitary Sewer Extension Improvements; and

WHEREAS, Change Order No. 002 authorizes a decrease to the contract in the amount of \$128,683.10; and

WHEREAS, the Sanitary Engineer recommends approval of Change Order No. 002;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves Change Order No. 002 to the Agreement between the Delaware County Board of Commissioners and Underground Utilities, Inc., for the construction of the Liberty-Sawmill Sanitary Sewer Extension Improvements.

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

8

RESOLUTION NO. 19-1103

IN THE MATTER OF ACCEPTING SANITARY SEWER IMPROVEMENTS FOR WOODCREST TRUNK SEWER AND LIBERTY-SAWMILL SANITARY SEWER EXTENSION IMPROVEMENTS:

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

WHEREAS, the construction of new sanitary sewers at the Woodcrest Trunk Sewer have been completed to meet Delaware County Sewer District requirements; and

WHEREAS, the Sewer District has received the necessary items required by the Subdivider’s Agreement; and

WHEREAS, construction is complete on the Liberty-Sawmill Sanitary Sewer Extension Improvements; and

WHEREAS, the Sanitary Engineer recommends accepting sanitary sewers for ownership, operation, and maintenance by Delaware County as follows:

Woodcrest Trunk Sewer

1,864 linear feet of 12-inch dia. PVC sanitary sewer	\$172,020.00
15 ea. 12x6 PVC wye fittings	\$ 12,480.00
1,059 linear feet of 6-inch dia. PVC laterals, risers, and fittings	\$ 37,857.12
7 sanitary manholes	\$ 43,140.00
Ancillary items (silt fence, seeding, construction entrance, etc.)	\$ 13,492.70
	\$278,989.82

Liberty-Sawmill Sanitary Sewer Extension Improvements

7,513 linear feet of 24-inch diameter polypropylene sanitary sewer
3,340 linear feet of 24-inch diameter PVC sanitary sewer
230 linear feet of 10-inch diameter PVC sanitary sewer
37 manholes
Decommissioning and demolition of former Golf Village North sanitary pump station
 Total cost: \$4,017,282.48

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

COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 7, 2019

Section 1. The Board hereby approves and accepts the above sanitary sewer improvements for ownership, operation, and maintenance by the Delaware County Sewer District.

Section 2. The Board hereby releases any Bond, certified check, irrevocable letter of credit, or other approved financial warranties executed to insure faithful performance for construction of the above sanitary sewer improvements, if applicable.

Section 3. The Board hereby accepts any Bond, certified check, irrevocable letter of credit, or other approved financial warranties executed per the requirements of the subdivider’s agreement for the five-year maintenance period for the above sanitary sewer improvements.

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

9

RESOLUTION NO. 19-1104

IN THE MATTER OF DECLARING THE NECESSITY OF SANITARY SEWER IMPROVEMENTS FOR THE WOODS OF GLEN ERIN, SERENITY PLACE, AND SERENITY WOODS SUBDIVISIONS:

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

WHEREAS, pursuant to section 6117.06(A) of the Revised Code, the Delaware County Board of Commissioners (the “Board”) may declare that sanitary sewer improvements are necessary for the preservation and promotion of the public health and welfare and determine whether special assessments are to be levied and collected to pay any part of the cost of the improvement; and

WHEREAS, household sewage treatment systems can cause a public health nuisance under the conditions defined in section 3718.011 of the Revised Code; and

WHEREAS, the Delaware County Sewer District has prepared a study of the feasibility and cost to construct sanitary sewers for the elimination of household sewage treatment systems in the Woods of Glen Erin, Serenity Place, and Serenity Woods Subdivisions;

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

Section 1. The Board hereby declares that the proposed sanitary sewer improvements for the Woods of Glen Erin, Serenity Place, and Serenity Woods Subdivisions are necessary for the preservation and promotion of the public health and welfare and determines that special assessments are to be levied and collected to pay the cost of the improvements.

Section 2. The Board hereby directs the Sanitary Engineer to prepare, or cause preparation of, plans, specifications, estimates of cost, tentative assessments, and financing plans for the proposed sanitary sewer improvements and to submit the prepared documents to the Board for consideration.

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

10

RESOLUTION NO. 19-1105

IN THE MATTER OF ACCEPTING A DONATION FROM WHITE CASTLE CORPORATE TO THE REGIONAL SEWER DISTRICT:

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

WHEREAS, pursuant to section 9.20 of the Revised Code, the Board may receive by gift, devise, or bequest moneys, lands, or other properties, for their benefit or the benefit of those under their charge; and

WHEREAS, White Castle Corporate has donated three gently used 30” stand-up desks and two gently used 36” stand-up desks to the Delaware County Regional Sewer District for employee use; and

WHEREAS, the total value of the five gently used stand-up desks has been set at \$1,005.00; and

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners hereby accepts the donation of five stand-up desks from White Castle Corporate and thanks White Castle Corporate for its generosity.

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

COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 7, 2019

11

RESOLUTION NO. 19-1106

IN THE MATTER OF DECLARING PERSONAL PROPERTY OBSOLETE, UNFIT, OR NOT NEEDED FOR PUBLIC USE AND THE INTENT OF SELLING SUCH PROPERTY VIA INTERNET AUCTION OR DISPOSAL OF PROPERTY OF NO VALUE:

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

WHEREAS, Delaware County has personal property not needed for public use, obsolete, or unfit for the use for which it was acquired; and

WHEREAS, Ohio Revised Code Section 307.12(E) allows, by resolution, the sale of such property by internet auction; and

WHEREAS, the Delaware County Board of Commissioners adopted Resolution No. 16-749 on August 1, 2016, declaring its intent to sell such property by internet auction; and

WHEREAS, certain of such property may require a signature to transfer such property from the County to a buyer; and

WHEREAS, certain of such property may receive no bids during the internet auction and can be declared to be of no value;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, Delaware County, State of Ohio that the following property listed below be sold in the manner prescribed in Resolution 16-749 and that any unsold property be disposed or salvaged, being of no value. The President of the Board of Commissioners is hereby authorized to sign any documents needed to transfer such property on behalf of the Board.

<u>Item/Asset Type</u>	<u>Manufacturer/Model</u>
Quartz Sand	
Lawn Mower	331877
Power Washer	SS30005VS
Generator	Onan
Diesel Generator	
Polyblend Unit	US Filter
Mixer Impellers & Motors	
Electric Actuators	Rotork
Parking Blocks	
Mixer Davit Hoists	
Gas Meters	RKI
Industrial Samplers	HACH
250 Gallon Tank	

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

12

RESOLUTION NO. 19-1107

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION AND TRANSFER OF APPROPRIATION:

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

Supplemental Appropriation

22111502-5101	Litter Grant/Health Insurance	(182.29)
22111502-5201	Litter Grant/General Supplies	2,150.00
22111502-5309	Litter Grant/Travel-Mileage	57.79
22111502-5331	Litter Grant/Postal & Freight Services	(25.50)

Transfer of Appropriation

From	To	
10023201-5201	10023201-5320	6,000.00
Domestic Relations/General Supplies	Domestic Relations/Software Licenses	
10023201-5201	10023201-5301	2,000.00
Domestic Relations/General Supplies	Domestic Relations/Contracted Professional Services	
10023201-5201	10023201-5308	2,000.00
Domestic Relations/General Supplies	Domestic Relations/Memberships,	

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 7, 2019**

	Subscriptions	
10023201-5217	10023201-5309	1,000.00
Domestic Relations/Books & Periodicals	Domestic Relations/Travel-Mileage	

Supplemental

10011102-5801	Commissioners General/Misc. Cash Transfers	327,690.83
21411306-5452	911/Software	312,473.50

Transfer of Funds

From	To	
10011102-5801	42011438-4601	617,327.95
Commissioners General/Misc. Cash Transfers	Capital Improvements Reserve/Interfund Revenues	

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

13

RESOLUTION NO. 19-1108

IN THE MATTER OF APPROVING APPOINTMENTS TO THE DELAWARE COUNTY TRANSIT BOARD:

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

WHEREAS, on October 25, 1999, the Delaware County Board of Commissioners (the “Board of Commissioners”) created the Delaware County Transit Board (the “Transit Board”) and made the necessary appointments to the Transit Board, pursuant to section 306.01 and 306.02 of the Revised Code; and

WHEREAS, as necessary, the Board of Commissioners has made appointments to the Transit Board to fill vacancies in both unexpired and expired terms; and

WHEREAS, Richard Schrock and David Black have applied for terms commencing October 25, 2019 and expiring on October 24, 2022;

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

Section 1. The Board of Commissioners hereby approves the appointment of the following members to the Transit Board for the terms specified herein:

Position	Appointee	Term Ends
DATA 3	Richard Schrock	October 24, 2022
DATA 4	David Black	October 24, 2022

Section 2. The appointments approved herein shall take effect immediately upon adoption of this Resolution.

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

14

ADMINISTRATOR REPORTS

Mike Frommer, County Administrator
-No reports.

13

COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Merrell

- Congratulations to the newly elected and incumbents on their victories on Tuesday night.
- Attended the groundbreaking ceremony for the Home Road extension on Tuesday morning.
- Delaware City will hold their Veterans’ Day Parade on Sunday at 3:00 P.M.
- Will be attending the Veterans’ Day event at SourcePoint on Monday.

Commissioner Benton

- Veterans’ Day is Monday. Thank you to all those who served and are serving in the military.
- Will be attending the MORPC Executive Committee meeting today.
- The Mission Court graduation will be held tomorrow at 4:00 P.M. at Judge Hemmeter’s (Municipal) Court.
- The ribbon cutting for the third part of the Galena to Sunbury bike trail will take place on Saturday morning.

RECESS at 9:45 A.M./RECONVENE at 10:00A.M.

COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD NOVEMBER 7, 2019

14

RESOLUTION NO. 19-1109

10:00A.M. PUBLIC HEARING FOR CONSIDERATION OF THE DUSTIN ROAD WATERSHED DRAINAGE IMPROVEMENT PETITION:

It was moved by Mr. Merrell, seconded by Mr. Benton to open the hearing at 10:00 A.M..

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

14 continued

RESOLUTION NO. 19-1110

IN THE MATTER OF APPROVING, FOR A SPECIFIC OCCURRENCE, A SUSPENSION OF RULE 3-SPEAKER REGISTRATION; RULE 4-LIMITATIONS AND RULE 7-PUBLIC COMMENT PROCEDURE FROM THE RULES GOVERNING PUBLIC COMMENT BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve, for a specific occurrence, a suspension of Rule 3-Speaker Registration; Rule 4-Limitations; Rule 7-Public Comment Procedure from the Rules Governing Public Comment Before The Board Of County Commissioners Of Delaware County, Ohio

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

14 continued

RESOLUTION NO. 19-1111

IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR CONSIDERATION OF THE DUSTIN ROAD WATERSHED DRAINAGE IMPROVEMENT PETITION:

It was moved by Mr. Merrell, seconded by Mr. Benton to close the hearing at 11:07 A.M..

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

14 continued

RESOLUTION NO. 19-1112

IN THE MATTER OF GRANTING THE PRAYER OF THE PETITION AND DIRECTING THE DELAWARE COUNTY ENGINEER TO PROCEED WITH PREPARATION OF PLANS, REPORTS, AND SCHEDULES FOR THE DUSTIN ROAD WATERSHED DRAINAGE IMPROVEMENT PETITION:

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

WHEREAS, on February 22, 2019, a Drainage Improvement Petition to the Dustin Road Watershed Drainage Improvement was filed with the Board of Commissioners of Delaware County (the "Board"); and

WHEREAS, the Board on **Monday August 19, 2019**, conducted a view of the proposed improvements; and

WHEREAS, the Board on **Thursday November 7, 2019**, held a public hearing to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the Dustin Road Watershed Drainage Improvement; and

WHEREAS, after hearing testimony from property owners and the preliminary report of County Engineer, Chris Bauserman, the Board is prepared to issue its findings on the proposed improvements;

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

Section 1. The Board hereby finds that the proposed improvement is necessary and that it will be conducive to the public welfare. The Board also finds that it is reasonably certain that the cost of the proposed improvement will be less than the benefits. Accordingly, the Board hereby grants the prayer of the petition. The hearing on the Petition is hereby adjourned to the date fixed for the filing of the reports, plans, and schedules by the Delaware County Engineer.

Section 2. The Board hereby orders the Delaware County Auditor to transfer \$ Zero from the general revenue funds of the county to the general drainage improvement fund.

Section 3. Upon the transfer of funds ordered in Section 2, the Board hereby orders the Delaware County Engineer to proceed with the preparation of plans, reports and schedules as presented for the proposed DUSTIN ROAD Watershed Drainage Improvement. The Board hereby fixes November 7, 2021 as the date

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 7, 2019**

for filing of the engineer’s reports, plans, and schedules. Upon filing of this information a public hearing date will be set and proper notification given to property owners in the affected watershed.

Section 4. THE BOARD HEREBY APPROVES ESTABLISHING A NEW ORGANIZATION KEY FOR THE DUSTIN ROAD WATERSHED DRAINAGE IMPROVEMENT PROJECT 40311476.

Section 5. This Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were in meetings open to the public, in compliance with the laws of the State of Ohio.

Section 6. Sections 1, 4, 5, and 6 of this Resolution shall take immediate effect upon passage. Sections 2 and 3 of this Resolution shall take effect upon the expiration of the twenty-one day appeal period, provided no appeal has been taken.

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners