

COMMISSIONERS JOURNAL NO. 81 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 27, 2025

4

RESOLUTION NO. 25-142

IN THE MATTER OF A NEW LIQUOR LICENSE FROM LEHNERS COUNTRY GATHERINGS, LLC, DBA THE HOMESTEAD OF RADNOR AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

WHEREAS, the Ohio Division of Liquor Control has notified the Delaware County Board of Commissioners of a request for a new D5 license from Lehnerns Country Gatherings, LLC, dba The Homestead of Radnor located at 2866 State Route 203, Radnor Township, Radnor, Ohio 43066; and

WHEREAS, the Delaware County Board of Commissioners has found no reason to file an objection; NOW, THEREFORE, BE IT RESOLVED that the Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

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

5

RESOLUTION NO. 25-143

IN THE MATTER OF A NEW LIQUOR LICENSE FROM 8703 OWENFIELD, INC., AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

WHEREAS, the Ohio Division of Liquor Control has notified the Delaware County Board of Commissioners of a request for a new C1 and C2 license from 8703 Owenfield, Inc., located at 8703 Owenfield Drive, Orange Township, Powell, Ohio 43065; and

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

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

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

6

RESOLUTION NO. 25-144

IN THE MATTER OF APPROVING THE SYSTEM MIGRATION AGREEMENT WITH DOCUMENT TECHNOLOGY SYSTEMS LTD. AND THE DELAWARE COUNTY BOARD OF COMMISSIONERS, FOR AND ON BEHALF OF THE DELAWARE COUNTY RECORDER:

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

WHEREAS, the Delaware County Recorder recommends approving the System Migration Agreement with Document Technology Systems Ltd;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the System Migration Agreement with Document Technology Systems LTD. and the Delaware County Board of Commissioners, for and on behalf of the Delaware County Recorder, as follows:

SYSTEM MIGRATION AGREEMENT

This Agreement is entered into on the 1st day of January, 2025 (“Effective Date”) by and between, DOCUMENT TECHNOLOGY SYSTEMS LTD. (“DTS”), an Ohio limited liability company with its principal place of business at 1729 Portage Trail, Cuyahoga Falls, OH, 44223; and THE DELAWARE COUNTY BOARD OF COMMISSIONERS, FOR AND ON BEHALF OF THE DELAWARE COUNTY RECORDER (“Customer”), a political subdivision of The State of Ohio with offices at 145 N. Union St., Delaware, Ohio 43015.

This Agreement is made for the System Migration phase of the Delaware County Recorder’s software system to the new TrakRecord platform for a total cost of **Seventy-Two Thousand Dollars (\$72,000.00)** as outlined in the proceeding document.

I. DEFINITIONS.

**COMMISSIONERS JOURNAL NO. 81 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 27, 2025**

- A. "Customer" refers to the County of Delaware, and specifically the office of the Delaware County Recorder.
- B. "Migration Organization" means DTS or at DTS's option in respect of any service to be performed hereunder means a person, firm or corporation authorized by DTS at any time or from time to time to supply System Migration support and nominated in writing by DTS at any time or from time to time to provide System Migration support to the Customer hereunder.
- C. "Customer Data" means electronic data and all other information submitted by or for Customer to the System Migration process or collected and processed by or for Customer during the System Migration process.
- D. "Derivative Data" means data generated from the System Migration process and/or other DTS products and software, or data created by DTS, that is reconfigured, reclassified, re-identified, or otherwise modified and compiled into a classification system that is used solely for the benefit of the Customer.
- E. "Documentation" means the online digital instructions, on-line help files, technical documentation, parameters and user manuals made available for the System Migration process.
- F. "Intellectual Property Rights" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
- G. "Law" refers to any applicable statute, regulation, rule, ordinance or ruling by a federal, state or local government.
- H. "Losses" means any and all losses, damages, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.
- I. "System Migration" refers to all activities required to successfully transfer Customer from the existing COTT software platform & environment over to the new TrakRecord software platform and cloud environment supported and proposed by DTS.
- J. "Confidential Information" means all information whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information shall include, without limitation, any (1) information, ideas or materials of a technical or creative nature, such as research and development results, designs and specifications, roadmaps, computer source and object code, patent applications, and other materials and concepts relating to DTS's products, services, processes, technology or other Intellectual Property Rights; and (2) information, ideas or materials of a business nature, such as non-public financial information, information regarding profits, costs, marketing, purchasing, sales, suppliers, or product development plans; business and financial plans and forecasts; and marketing and sales plans and forecasts; and any acquisitions and divestitures pending or under consideration. Confidential Information does not include any information that (1) is or becomes generally known to the public without breach of any obligation owed to the party disclosing such information, (2) was previously known to either party, or (3) is required by law to be exempted from any definition of confidentiality.
- K. "Migration Fee" means the one-time fee negotiated by the parties for DTS to perform the complete Migration process.
- L. "Normal Business Hours" means Monday through Friday, 8 am to 5 pm EST, excluding holidays.
- M. "Services" means the Support Services, the Professional Services and any other services provided by DTS.
- N. "Support Services" means telephone and email support.
- O. "System Outage" means an interruption or failure of the System lasting longer than one (1) hour during Normal Business Hours.

II. MIGRATION PROCESS.

- A. Subject to Customer's compliance with the terms and conditions of this Agreement, DTS agrees to complete the following major phases in the completion of the System Migration process:
1. Organize & classify COTT data from the 12 different structures presented to DTS;
 2. Review and categorize COTT data, reporting questionable/incomplete information back to county for course of action;
 3. Reorganize document types to eliminate excessive duplication of within various sections of the index;
 4. Determine solution for instruments without key pieces of information such as document types, names, as well as erroneous index data;

**COMMISSIONERS JOURNAL NO. 81 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 27, 2025**

5. Re-map COTT information to meaningful TrakRecord data structures;
6. Construct TrakRecord Image vault from COTT proprietary image structures;
7. Present TrakRecord results to Delaware County Recorder Staff for modifications as part of iterative Migration process;
8. Tune environment to ensure significant search performance compared to previous COTT environment;
9. Training of Customer staff on the use of the TrakRecord software platform and cloud environment.

B. The Customer acknowledges and agrees that it is responsible for complying with all applicable laws regulating the disclosure of private, sensitive, or personal information. DTS exercises no control over, and specifically rejects any responsibility for, the form, content, accuracy, or quality of information that the Customer initially submits to DTS. However, DTS acknowledges its responsibility to keep images or information that are clearly identified by the Customer as restricted from public access pursuant to law, out of public access. Customer is responsible for determining which records, fields, data, and images or portions thereof, are available for searching or viewing of the Customer's data and images on the SaaS Service. Customer will be responsible for implementing and carrying out such field determination, and Customer is responsible for any data input errors.

III. RESPONSIBILITIES.

- A. DTS shall complete the full System Migration for Customer pursuant to the Agreement;
- B. The System Migration provided by DTS shall be in accordance with this Agreement. The System Migration shall be timely performed and with the degree of skill, judgment, and in accordance with accepted and established practices for the type of work performed under this Agreement that are normally exercised by recognized professional firms performing the same or substantially similar services. In delivering the System Migration, DTS shall provide qualified personnel with proper supervision, operating at all times using efficient and effective methods, and demonstrating restraint in controlling costs.
- C. DTS warrants that the System Migration will be completed as intended. Customer shall give DTS prompt notice of any suspected or perceived defects in the Migration. If DTS determines that the Migration was defective, DTS shall remedy the deficiency within a commercially reasonable period of time, and DTS shall not be considered in breach if DTS cures the deficiency within such period.
- D. In connection with the License grant to Customer, DTS represents and warrants to Customer that neither it nor any third party contractor or partner has or will engage in any activities that allow the creation, installation, or activation of any trapdoor, kill switch, worm, back door, timer, or any other limiting routine, coding, or design associated with the System that prevents or limits Customer from accessing or using Customer Data and Derivative Data in the ordinary course of business or that damages, corrupts, or erases Customer Data and Derivative Data.
- E. Customer agrees to provide adequate working space and facilities for DTS's project management personnel. The location and adequacy of such work space is at Customer's discretion. DTS personnel must abide by Customer's rules and regulations when working on Customer property. Customer reserves the right to exclude or restrict access or access hours for any individual(s) for any reason.

IV. DATA.

- A. DTS shall, except as provided herein,
1. Hold Customer Data and Derivative Data in strict confidence to the extent allowable by law; and
 2. Not permit any third party, or any employee, consultant, subcontractor or agent to access the Customer Data or Derivative Data except in connection with the normal course of business (including, without limitation, help desk support). Each party agrees not to communicate any information to the other party in violation of the proprietary rights of any third party. The foregoing shall not apply to the Customer Data to the extent that:
 - a. It has been published or is otherwise readily available to the public without restriction other than by a breach of this Agreement;
 - b. It has been provided to DTS by a third party that is not subject to any confidentiality obligations to Customer; or
 - c. It is required to be disclosed in the context of any administrative or judicial proceeding or as may be required by law.
- B. DTS shall implement the following security and data protection procedures within DTS's data center to protect Customer's data:
1. Active/passive firewall configuration to prevent unapproved port access;

**COMMISSIONERS JOURNAL NO. 81 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 27, 2025**

2. Use of core configuration to reduce server security attack surface;
3. Host Intrusion Detection System (HIDS) to monitor suspicious activity; and
4. Backup strategies storing multiple copies of Customer's data on varied technology solutions at different locations.

C. Should Customer make a written request for a copy of the Customer Data as well as Derivative Data accumulated by DTS at any point over the course of this Agreement, DTS shall fulfill Customer's request by supplying a copy of all Customer Data as well as Derivative Data to Customer's designated representative on a SQL drive within seven (7) days of the request.

D. Customer owns all rights and privileges to Customer Data, and DTS is prohibited from remarketing it, claiming ownership of it, or inputting it into and software other than its own software.

V. RIGHTS IN DATA AND INTELLECTUAL PROPERTY

A. DTS and/or its partners, contractors, and suppliers have designed, developed, and made available the System, all of which is the Intellectual Property of DTS and/or its partners and suppliers. The System, including all Intellectual Property is and shall continue to be owned by DTS, subject to the terms and conditions contained in this Agreement.

B. Customer agrees that it will not itself, or through any affiliate, agent or third party:

1. Sell, lease, license, sublicense, convey, transfer, or publish any elements of the System Migration process, except as authorized by DTS;
2. Adapt, modify, decompile, disassemble, or reverse engineer any elements of the System Migration process, in whole or in part, except as authorized by DTS;
3. Write or develop any derivative works based upon any elements of the System Migration process or any Confidential Information;
4. Use the DTS Software to provide processing services to third parties outside the scope of Customer's ordinary course of business, or otherwise use the DTS Software on a 'service bureau' basis;
5. Access the System in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the System.

C. Customer acknowledges that Confidential Information may constitute valuable trade secrets of DTS and further agrees that it shall use Confidential Information solely in accordance with the provisions in this Agreement and will not disclose, or permit to be disclosed, the same, directly or indirectly, to any third party without DTS's prior written consent, except as provided otherwise in this Section V and/or as required by law, where applicable. However, Customer bears no responsibility for safeguarding information that is publicly available, available in accordance with open public records laws, already in Customer's possession and not subject to a confidentiality obligation, independently developed by Customer without reference to such Confidential Information, or required to be disclosed by order of a court or by an administrative governmental request, requirement, or order. Customer agrees that the pricing and terms of this Agreement will not be posted on Customer's public website. DTS acknowledges that the information may be obtainable via standard public record request.

D. The obligation of a party having access to Confidential Information to maintain such confidentiality shall survive the expiration or termination of this Agreement, unless and until:

1. The Confidential Information ceases to be Confidential Information; or
2. Otherwise agreed to in writing by the parties.

Notwithstanding the foregoing, the obligation to protect the confidentiality of any trade secrets disclosed as part of the Confidential Information shall survive in perpetuity unless and until such information ceases to be a trade secret.

3. Any information not specifically identified as Confidential Information is considered available for public access pursuant to the Ohio Rules of Superintendence for the Courts in Ohio and the Ohio Public Records Act. Nothing in this Agreement shall require Customer to withhold from public access any document or information required to be released by open public records laws or other mandates by law.

4. DTS shall have the right, but not the obligation, to file, prosecute, and defend all Intellectual Property rights, in its own name and at its own cost. Customer shall cooperate with DTS, at the request of DTS, in providing any information, documentation, or other assistance to DTS reasonably necessary to enable DTS to file, prosecute, and defend any and all such rights. Customer shall not have the right to undertake any such

**COMMISSIONERS JOURNAL NO. 81 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 27, 2025**

action, whether at its own expense, in its own name, on behalf of DTS, or otherwise, without, in each instance, the prior consent of DTS.

VI. PAYMENT.

A. Customer shall pay to DTS a One-Time Migration Fee of **Seventy-Two Thousand Dollars (\$72,000.00)** for the completion of the system migration phase of this project and the subject of this contract.

B. Payment shall be due forty-five (45) days from the date on which Customer receives an invoice. Customer shall process payment in a timely fashion through the central accounting system of Delaware County, Ohio. The date of the warrant or check issued in payment to DTS shall be considered the date payment is made. If Customer requires more information from DTS regarding a submitted invoice and expense report in order to process same for payment, the forty-five (45) day payment window is tolled until such time as DTS has provided the relevant information to Customer.

C. Customer asserts that it is exempt from taxation, and therefore shall not be responsible for any taxes. Customer shall provide proof of tax-exempt status to DTS upon request. Tax exemption certificates should be furnished to DTS as of the Effective Date.

D. To the extent tax exemption does not apply, any national, state or local sales, use, value added or other taxes, customs, duties, or similar tariffs and fees are imposed and are based on the license granted or the services provided pursuant to this Agreement (other than taxes on DTS's gross income or gross receipts), such taxes are in addition to the fees set forth in this Agreement and will be paid by the Customer.

VII. MIGRATION TERM

A. The term of this Agreement shall begin on January 1, 2025 and will terminate upon the complete and successful Migration of Customer's systems, estimated to be May 31, 2025.

B. Customer may terminate this Agreement if DTS does not comply with any of its material terms; provided that Customer is required to give DTS written notice of such termination and thirty (30) days to cure the non-compliance; however. In addition, Customer may terminate this Agreement if:

1. All or a substantial portion of the assets of DTS are transferred to an assignee for the benefit of creditors, to a receiver or to a trustee in bankruptcy;
2. A proceeding is commenced by or against Customer for relief under bankruptcy or similar laws and that proceeding is not dismissed within sixty (60) days; or
3. Customer is adjudicated bankrupt.

C. Upon termination of this Agreement for any reason, all processes will immediately terminate. Any provisions of this Agreement that, by their terms, are intended to survive termination shall survive, including but not limited all terms relating to Intellectual Property, Confidential Information, and Data. DTS acknowledges that in the event of termination, Customer owns all Data, which is independent of the System. After the termination of this Agreement, DTS shall extract all Customer Data and Derivative Data and shall provide it to Customer on a SQL Drive within seven (7) days of the date of termination.

D. Customer shall be responsible for the payment of, and shall pay for, all amounts owed to DTS that accrued prior to the date on which DTS receives written notice of termination.

E. Within thirty (30) days of termination, all Confidential Information in its possession that is in tangible form shall be returned to the Disclosing Party.

F. DTS acknowledges that in the event of termination, Customer owns all Data, which is independent of the System and shall not be subject to any provisions in this Section.

VIII. INDEPENDENT CONTRACTORS; NO THIRD-PARTY BENEFICIARIES

A. The parties hereto are and shall be independent contractors to one another and nothing herein is or shall be deemed to cause this Agreement to create an agency, partnership, joint venture, or employment relationship between the parties. Each party is and shall be responsible for compliance with all applicable workers' compensation, unemployment, disability insurance, social security withholding, and all other similar matters. Neither party is or shall be liable for any debts, accounts, obligations, or other liability whatsoever of the other party, or any obligation of the other party to pay on behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers' compensation insurance premiums, or any income or other similar taxes.

B. Unless expressly specified, no provision of this Agreement is intended or shall be construed to provide or create any third-party beneficiary right or any other right of any kind in any person other than the parties and their proper successors and assigns, and all terms and provisions hereof shall be personal solely between the parties to this Agreement and such proper successors and assigns.

IX. NONDISCRIMINATION

In the performance of this Agreement, DTS is required to comply with all applicable federal, state,

**COMMISSIONERS JOURNAL NO. 81 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 27, 2025**

and local laws, ordinances, codes, and regulations. DTS shall be responsible for maintaining all licenses and authorizations to transact business in the State of Ohio and to provide the Services hereunder. If at any time DTS is disqualified from transacting business in the state of Ohio it shall promptly notify Customer in writing.

X. INSURANCE

A. DTS recognizes that it is operating as an independent contractor and that it is liable for any and all Losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury or death of any and all persons, or injury to any and all property, of any nature, arising out of DTS's failure to reasonably and diligently perform, or for DTS's negligent acts of omission or commission in performance under this Agreement, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act or omission on the part of DTS in their negligent performance under this Agreement.

B. For the duration of this Agreement, DTS shall, at its own expense, carry insurance with minimum limits as follows:

1. Comprehensive General Liability in the amount of \$1,000,000 per claim and \$2,000,000 in the aggregate; and
2. Technology/professional liability insurance policy, including coverage for network security/data protection liability insurance (also called "cyber liability") covering liabilities for financial loss resulting or arising from acts, errors, or omissions, in rendering technology/professional services or in connection with the specific services described in this Agreement:
 - a. Violation or infringement of any right of privacy, including breach of security and breach of security/privacy laws, rules or regulations globally, now or hereinafter constituted or amended;
 - b. Data theft, damage, unauthorized disclosure, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential corporate information in whatever form, transmission of a computer virus or other type of malicious code; and participation in a denial-of-service attack on third party computer systems;
 - c. Loss or denial of service;
 - d. No cyber terrorism exclusion;

with a minimum limit of \$1,000,000 per claim and \$2,000,000 in the aggregate. Such coverage must include technology/professional liability including breach of contract, privacy and security liability, privacy regulatory defense and payment of civil fines, payment of credit card provider penalties, and breach response costs (including without limitation, notification costs, forensics, credit protection services, call center services, identity theft protection services, and crisis management/public relations services).

C. DTS shall maintain such insurance as will protect against claims under the Workers' Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this Agreement.

XI. INDEMNIFICATION

A. DTS agrees to defend, indemnify, and hold harmless Customer from and against third party claims, judgments, and awards, as well as reasonable costs related thereto (hereinafter collectively referred to as "Damages") to the extent such Damages result from (i) negligence or the willful acts or omissions of DTS occurring in the performance of its obligations hereunder or (ii) an allegation that the System infringes the Intellectual Property of a third party; provided, however, such defense and payments are conditioned on the following: (iii) that DTS shall be notified in writing by Customer within ten (10) business days following its receipt of claim, and (iv) that DTS shall have primary control of the defense of any action on such claims and all negotiations for its settlement or compromise. DTS shall not be obligated to indemnify Customer to the extent that Damages result from Customer's negligence, willful acts, or omissions of Customer occurring in the performance of its obligations hereunder. DTS will have the exclusive right to defend any such claim, action, or allegation, and make settlements thereof at its own discretion, and Customer may not settle or compromise such claim, action, or allegation, except with prior written consent of DTS. Customer shall give such assistance and information as DTS may reasonably require to settle or oppose such claims.

B. In the event an infringement claim, action, or allegation is brought or threatened based on the System, DTS may, at its sole option and expense:

1. Procure for Customer the right to continue use of the System;
2. Modify or amend the System to alleviate the infringement issue;
3. Terminate this Agreement and repay to Customer any unused portion of fees as of the date of termination.

**COMMISSIONERS JOURNAL NO. 81 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 27, 2025**

XII. WARRANTIES AND LIMITATION OF LIABILITY

A. Each party represents and warrants that (i) it has all requisite power and authority to enter into this Agreement and consummate the transactions contemplated hereby; (ii) this Agreement is a valid and binding obligation enforceable against such party in accordance with its terms; and (iii) neither the execution, delivery and performance of this Agreement and the other agreements and instruments contemplated hereunder, nor the consummation of the transactions contemplated hereby will violate or conflict with or constitute a default under any contractual obligation.

B. Customer represents and warrants that (i) Customer is and shall be in compliance with all applicable laws and regulations, including, without limitation, all laws and regulations related to the collection, use, disclosure, and storage of Data; (ii) Customer is and shall be in compliance with all contractual obligations and privacy policies relating to the Data; (iii) Customer is a law enforcement organization duly organized under the laws of its state, county, and other applicable political subdivision; and (iv) Customer is and shall be solely responsible for all Data or Third Party data derived from the Data including, without limitation, any and all claims of third parties relating thereto (including claims that Customer Data is erroneous, outdated or inaccurate).

XIII. WARRANTY OF DTS REGARDING OHIO REV. CODE SECTION 9.24

DTS warrants that it is not subject to an “unresolved” finding for recovery under R.C. Section 9.24. If the warranty is deemed to be false, this Agreement is void *ab initio* and DTS must immediately repay to Customer any funds paid hereunder.

XIV. FORUM AND VENUE

This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and shall be governed by the laws of the State of Ohio and applicable federal law. All actions arising out of this Agreement shall be instituted in a state court of competent jurisdiction in Delaware County, Ohio.

XV. EQUAL EMPLOYMENT OPPORTUNITY

DTS agrees to comply with all applicable Delaware County policies regarding Equal Employment Opportunity and any modifications made thereto for the work performed pursuant to this Agreement. DTS acknowledges that it has been provided a copy of this Delaware County policy by Customer. Customer agrees to provide DTS with thirty (30) days’ prior written notice of any modifications to said policy for the duration of the Agreement and any Exhibit(s) hereto.

XVI. DISCRIMINATION AND HARASSMENT

DTS agrees to comply with all applicable Delaware County policies regarding Discrimination and Harassment and any modifications made thereto for the work performed pursuant to this Agreement. DTS acknowledges that it has been provided a copy of this Delaware County policy by Customer. Customer agrees to provide DTS with thirty (30) days’ prior written notice of any modifications to said policy for the duration of the Agreement and any Exhibit(s) hereto.

XVII. ALCOHOL AND DRUG-FREE WORKPLACE

DTS agrees to comply with all applicable Delaware County policies regarding Alcohol and Drug-Free Workplace and any modifications made thereto for the work performed pursuant to this Agreement. DTS shall also comply with all applicable state and federal laws requiring a drug and alcohol free workplace. DTS acknowledges that it has been provided a copy of this Delaware County policy by Customer. Customer agrees to provide DTS with thirty (30) days’ prior written notice of any modifications to said policy for the duration of the Agreement and any Exhibit(s) hereto.

XVIII. INTEGRATION AND MODIFICATION

This instrument embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either written or oral, between parties to this Agreement. No modification to this Agreement shall be effective and binding unless agreed upon in writing by the parties.

XIX. Independent Contractor Acknowledgement / No Contribution to OPERS:

Delaware County Board of Commissioners, for and on behalf of the Delaware County Recorder, Delaware County, Ohio (for purposes of this section and the following section, collectively, “County”) are public employers as defined in R.C. § 145.01(D). The County has classified the Contractor as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System (“OPERS”) for or on behalf of the Contractor and/or any of its officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Contract. The Contractor acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. If the Contractor is an individual or has less than five (5) employees, the Contractor, in support of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete and shall have each of its employees complete an OPERS Independent Contractor Acknowledgement Form (“Form”). The Form is attached hereto as “Exhibit A” and by this reference is incorporated as a part of this Contract. The County shall retain the completed Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

If the Contractor has five (5) or more employees, the Contractor, by his/her signature below hereby certifies

**COMMISSIONERS JOURNAL NO. 81 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 27, 2025**

such fact in lieu of completing the Form:

Contractor

XX. Notice of Receipt of OPERS Benefit / Form SR-6

If the Contractor is, or during the term of this Contract becomes, an age and service retirement or disability benefit recipient through OPERS, then the Contractor shall immediately provide written notice to the County that the Contractor is a benefit recipient and shall complete OPERS Form SR-6. The Contractor acknowledges that rendering services under this Contract as an independent contractor may result in a forfeiture and/or suspension of any or all of the Contractor's OPERS benefit during the term of this Contract. The Contractor shall indemnify the County and hold the County harmless against and from any liability the County may incur for overpaid OPERS benefits due to the Contractor's failure to provide written notice or complete OPERS Form SR-6 as required herein, and the Contractor authorizes the County to withhold any such amount from the compensation due the Contractor under this Contract.

XXI. MISCELLANEOUS

A. Termination of this Agreement will not affect the provisions regarding Rights in Data, Intellectual Property, and Confidential Information; provisions relating to the payment of amounts due; or indemnification due to infringement, which provisions will survive termination of this Agreement.

B. The parties agree that pursuant to Section 104 of the Uniform Computer Information Transactions Act (UCITA), they hereby express their mutual determination to "Opt-Out" of the provisions of UCITA and its application to this Agreement or the transaction of the parties and the parties further agree that UCITA shall not apply to this Agreement or the transaction of the parties. To the extent that certain provisions of UCITA may not be excluded under the law applicable to the Agreement or under the provision of Section 104 of UCITA, only those provisions that cannot be excluded by mutual agreement of the parties pursuant to Section 104 shall apply and no other provision of UCITA shall be applicable to the Agreement or the transaction of the parties.

C. Delay or failure by a party to exercise any right hereunder, or to enforce any provision of this Agreement will not be considered a waiver thereof and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action. No single waiver will constitute a continuing or subsequent waiver, nor shall a waiver of any one provision of this Agreement be deemed to be a waiver of any other provision.

D. Any communication permitted under the terms of this Agreement or required by law must be in writing, and will be deemed given and effective upon the following: (i) when delivered personally with proof of receipt or confirmed by facsimile, (ii) when delivered by overnight express or common carrier as verified by the courier at the specified address, or (iii) no later than five (5) days after the date the party signed the return receipt card when delivered by U.S. certified mail, postage prepaid and addressed to a party at its address for notices. Each party's address for notices is stated below. Such address may be changed by a notice delivered to the other party in accordance with the provisions of this Section.

Customer	DTS
Delaware County Board of Commissioners, for and on behalf of the Delaware County Recorder, 145 N. Union Street Delaware, Ohio 43015 PH: 740.833.2460 EMAIL: mjordan@co.delaware.oh.us	Document Technology Systems, Ltd. 1729 Portage Trail Cuyahoga Falls, OH 44223 PH: 330.928.5311 EMAIL: mswihart@dts-doc.com

E. Force Majeure: Neither party will incur any liability to the other party on account of any loss or damage resulting from any failure to perform or any delay in performing any of its obligations hereunder if such failure or delay is due, in whole or in part, to events, circumstances, or causes beyond its reasonable control and without its fault, including without limitation, any natural catastrophe, fire, flood, war, riot, strike, or any general shortage or unavailability of materials, components, or transportation facilities, epidemics, terrorism, utility or communication failures, including without limitation Amazon Web Services interruptions, Internet service interruptions or slowdowns, vandalism or "hacker" attacks (including, without limitation, by Customer's employees or agents), or any governmental action or inaction, but the failure to meet financial obligations is expressly excluded. Upon the occurrence of such event of force majeure, the affected party will immediately give written notice to the other party with relevant details, and will keep the other party informed of related developments. It is specifically understood and agreed by both parties that a malware and/or ransomware attack on DTS or any of its affiliates that may affect Customer in the course of this Agreement shall not constitute a force majeure event.

F. Customer hereby authorizes DTS to identify Customer as a customer of DTS, and to use Customer's name in connection with press releases, online or printed marketing materials, or for similar marketing uses.

G. This Agreement may be executed in counterparts, each of which so executed shall be deemed to be an original and such counterparts together will constitute one and the same Agreement.

**COMMISSIONERS JOURNAL NO. 81 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 27, 2025**

H. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

I. Neither party may assign or otherwise transfer this Agreement or any of its rights and obligations hereunder or any portion thereof without prior written approval of the other, which will not be unreasonably withheld; provided, however, that either party may, without the prior written approval of the other party, assign or otherwise transfer this Agreement or any of its rights or obligations hereunder, or any portion thereof, to its parent, subsidiaries, affiliates or successors. This Agreement and the rights and obligations created hereunder shall be binding upon and inure to the benefit of the parties hereto and the respective successors and permitted assignees of the parties hereof and nothing in this Agreement expressed or implied, is intended or should be construed to confer upon a third party, any right, remedy or claim under this Agreement.

J. So long as DTS has not committed default under this Agreement, Customer shall not knowingly solicit the employment or services of, nor employ or otherwise retain, any employee or former employee of DTS who has been directly or indirectly involved in the development, licensing, installation, or support of any DTS software product, with such bar to remain in effect for a period ending one (1) year following the date of termination of such individual’s employment relationship with DTS. In the event of default by DTS or that DTS or its successor in interest becomes insolvent, files for bankruptcy, ceases to do business in the ordinary course providing court case management systems to local and county government, and/or in the event of the discontinuance of support and maintenance for Customer’s current version of Software, this non-solicitation clause shall cease to have effect.

K. Headings and captions are inserted for reference purposes only and do not define, limit, or describe the scope or intent of either this Agreement or any Exhibits herein.

IN WITNESS WHEREOF, the Parties have hereunto set their hands, by their duly authorized representatives.

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

**7
RESOLUTION NO. 25-145**

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION:

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

Supplemental Appropriations		
24113102-5301	County Recorder Equipment/Contract Prof Svcs	450,000.00

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

**8
RESOLUTION NO. 25- 146**

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF THE DELAWARE COUNTY RECORDER’S PROPOSAL FOR THE ACQUISITION OR MAINTENANCE OF MICROGRAPHIC OR OTHER EQUIPMENT AND ESTABLISHING THE DATE ON WHICH THE BOARD SHALL MEET WITH THE RECORDER TO REVIEW THE PROPOSAL:

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

WHEREAS, on February 19, 2025, the Delaware County Recorder (the “Recorder”), pursuant to section 317.321 of the Revised Code, submitted to the Delaware County Board of Commissioners (the “Board”) a proposal for the acquisition or maintenance of micrographic or other equipment (the “Proposal”); and

WHEREAS, pursuant to section 317.321 of the Revised Code, the Board shall establish a date, not sooner than fifteen or later than thirty days after the Board receives the proposal, on which to meet with the Recorder to review the Proposal;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby acknowledges receipt of the Recorder’s Proposal, submitted pursuant to section 317.321 of the Revised Code, and establishes March 10, 2025, as the date on which the Board shall meet with the Recorder to review the Proposal, which meeting and review shall be conducted during the Board’s regular session at 9:30 AM in the Board’s Hearing Room at 91 North Sandusky Street, Delaware, Ohio.

DELAWARE COUNTY RECORDER’S PROPOSAL FOR THE ACQUISITION OR MAINTENANCE OF MICROGRAPHIC OR OTHER EQUIPMENT

**COMMISSIONERS JOURNAL NO. 81 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 27, 2025**

On this 19th day of February 2025, and pursuant to R.C. § 317.321, Delaware County Recorder Melissa Jordan submits on behalf of the Delaware County Recorder’s Office the following “Proposal”:

1. The Recorder requests that beginning March 1, 2025, and ending March 1, 2030, an amount equal to \$8.00 of the fee collected for filing or recording a document for which a fee is charged as required by R.C. §§ 317.32(A), 1309.525 and 5310.15 be placed in the county treasury and designated as “General Fund Moneys to Supplement the Equipment Needs of the County Recorder.”
2. The Recorder requests that the moneys so designated bear such designation for the period of 5 years.
3. Based upon a 24-month average from January 2023 – January 2025, the Recorder estimates the office will generate an average of \$71,140 per month in total fees from filing and recording documents as scheduled under R.C. §§ 317.32(A), 1309.525 and 5310.15. These estimates do not include the substantial statutory monies collected for and sent to the state for various state-wide pet projects unrelated to Delaware County, or actual housing for that matter, but funded ironically by the bureaucratic entity known as the Ohio Housing Trust Fund.
4. Based upon a 24-month average from January 2023 – January 2025, the Recorder estimates the office will generate an average of \$18,757 per month in fees designated as “general fund moneys to supplement the equipment needs of the county recorder” from filing and recording documents as scheduled under R.C. §§ 317.32(A), 1309.525 and 5310.15.
5. These moneys will be used for:
 - a. Digitizing records from 1980 forward in compliance with state mandate SB 94 by mid 2025;
 - b. Off-setting general fund monies for salaries where tech percentages of workflow are supported;
 - c. Computer equipment, parts & materials;
 - d. Indexing services contract;
 - e. Printers and copiers, printer & copier maintenance services and parts, copier contracts & materials

A special fund under R.C. § 5705.12 for any fees designated as “General Fund Moneys to Supplement the Equipment Needs of the County Recorder” has previously been established and such fund can continue to exist and be used in connection with the funds generated pursuant to the Proposal. Approval and enactment of the Proposal will reestablish all previously agreed upon purposes of this fund, and maintenance and use of any monies existing in the fund upon enactment of the Proposal shall be according to those previously established purposes and agreements.

Pursuant to R.C. § 317.321, not sooner than the fifteenth nor later than the thirtieth day after the Board’s receipt of the Proposal, the Board is required to meet with the Recorder to review the Proposal. Such meeting shall be in open public session in accordance with R.C. § 121.22, Ohio’s Open Meeting’s Law. Please inform me as to the date of the meeting. I will be happy to answer any questions concerning the Proposal at the scheduled meeting.

For your convenience, the legislation these self-generating funds will help us be complaint with by 2026 can be found here: <https://www.legislature.ohio.gov/legislation/135/sb94>

Respectfully submitted,
 Melissa Jordan Delaware County Recorder
 Delaware County Recorder’s Office
 145 North Union Street, 1st Floor
 Delaware, Ohio 43015

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

**9
ADMINISTRATOR REPORTS**

CA Davies – Nothing to report.
Attorney Hochstettler – Nothing to report.

**10
COMMISSIONERS’ COMMITTEES REPORTS**

Commissioner Merrell – attended the CCAO Board Meeting on 02/25/25 and will be attending the Regional Planning Meeting on 02/27/25

Commissioner Lewis – will be attending the People In Need groundbreaking event today. She also attended the Health Fair, wanted to give thanks to Dawn Huston for all of her had work on organizing the fair.

COMMISSIONERS JOURNAL NO. 81 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 27, 2025

11
RESOLUTION NO. 25-147

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR PENDING OR
IMMINENT LITIGATION:**

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

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

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

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

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

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

Section 1. The Board hereby adjourns into executive session for Pending or Imminent Litigation.

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

12
RESOLUTION NO. 25-148

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

Jeff Benton

Barb Lewis

Gary Merrell

Jennifer Walraven, Clerk to the Commissioners