

COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD JUNE 8, 2017

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

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

1
 RESOLUTION NO. 17-583

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 5, 2017:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on June 5, 2017; 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 Aye Mr. Benton Aye

2
 PUBLIC COMMENT

3
 ELECTED OFFICIAL COMMENT

4
 THE DELAWARE-MORROW MENTAL HEALTH & RECOVERY SERVICES BOARD

5
 RESOLUTION NO. 17-584

IN THE MATTER OF APPOINTING A MEMBER TO THE DELAWARE-MORROW COUNTY MENTAL HEALTH & RECOVERY SERVICES BOARD:

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

WHEREAS, the Delaware-Morrow Mental Health and Recovery Services Board is the body established, pursuant to Chapter 340.02 of the Revised Code, to govern the joint alcohol, drug addiction, and mental health service district of Delaware and Morrow Counties; and

WHEREAS, the Delaware County Board of Commissioners (the "Board") appoints members to the Delaware-Morrow Mental Health and Recovery Services Board for both expired and unexpired terms; and

WHEREAS, a vacancy will exist for a term that will commence July 1, 2017, and will expire June 30, 2021;

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

Section 1. The Board hereby appoints Joseph Gigliotti as a member of the Delaware-Morrow County Mental Health & Recovery Services Board to the term expiring on June 30, 2021.

Section 2. The appointment approved herein shall be effective July 1, 2017.

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

6
 RESOLUTION NO. 17-585

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0607:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of

**COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2017**

warrants in batch numbers CMAPR0607 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Petroleum Traders	Fuel for Service Center	10011106-5228	\$14,200.00
C & C Electric (line 3)	Water Rec. Equipment Repairs	66211903-5328	\$20,000.00
C & C Electric (line 4)	Water Rec. Equipment Repairs	66211904-5328	\$20,000.00
HD Supply Waterworks	Water Rec. Equipment Parts	66211903-5201	\$ 7,890.00
Master Lighting	Water Reclamation Valves	66211903-5328	\$ 4,500.00
	Repair Services		
Xylem	Water Rec. Filter Pumps	66211903-5260	\$10,000.00
Xylem	Water Rec. Filter Pumps	66211904-5260	\$10,000.00

PR Number	Vendor Name	Line Description	Line Account	Amount
R1703629	COMMISSIONERS	COST ALLOCATIONS	22411605-5380	\$264,000.00
R1703818	COMMISSIONERS	COST ALLOCATIONS	22311611-5380	\$6,540.00
R1703821	OHIO PUBLIC DEFENDER	OHIO STATE PD FEES	10011202-5301	\$30,000.00
R1703860	LINDSAY PRECAST INC	RETRO SAFETY NETS FOR PUMP STATION WET WELLS	66211903-5201	\$3,488.50
R1703860	LINDSAY PRECAST INC	RETRO SAFETY NETS FOR PUMP STATION WET WELLS	66211904-5201	\$3,488.50

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

**7
RESOLUTION NO. 17- 586**

IN THE MATTER OF AUTHORIZING THE USE OF A PROCUREMENT CARD FOR THE RECORDER'S OFFICE:

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

WHEREAS, pursuant to Ohio Revised Code Section 301.29, the Board of Commissioners of Delaware County by Resolution No. 04-1193 dated September 30th, 2004, adopted a policy for the use of County Procurement Cards. In addition, The Board of Commissioners of Delaware County by Resolution No. 11-1040 dated October 3rd, 2011, adopted amendments to the Policies and Procedures for the county procurement card program; and

WHEREAS, the appointing authority for the procurement card being the County Recorder, has adopted the procurement card policy for the use of the card to pay for specific classes of work related expenses, without submitting a monthly estimate of the expenses, pursuant ORC 301.29 (F)(2).

NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners of Delaware County, State of Ohio, authorize the use of the following procurement cards to the limits indicated and for specific work related expenses designated in the Procurement Card Policy without submitting a monthly estimate of expenses:

Name on Card: Melissa Jordan

Appointing Authority:	County Recorder
Office/Department:	Recorder's Office
Daily spending per card:	\$2,000
Monthly spending per card:	\$5,000
Single transaction limit:	\$2,000
Daily number of transactions per card:	5
Monthly number of transactions per card:	25

Department Coordinator: Clanci M. Nelson

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

**8
RESOLUTION NO. 17-587**

IN THE MATTER OF APPROVING THE MASTER AGREEMENT AND ADDENDUMS FOR PRODUCTS AND SERVICES WITH COTT SYSTEMS, INC. TO PROVIDE SOFTWARE AND SERVICES RELATED TO HISTORICAL INDEX LOAD, REDACTION, AND PRESERVATION OF PAPER RECORDS AND THE BACK-FILING OF DOCUMENTS FOR THE DELAWARE COUNTY RECORDER'S OFFICE:

**COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2017**

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

Whereas, the Delaware County Recorder recommends approving the Master Agreement and Addendums for Products and Services with Cott Systems, Inc. to provide a Software and services related to historical index load, redaction, and preservation of paper records and the back-filing of documents for The Delaware County Recorder's Office;

Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Master Agreement and addendums for Products and Services with Cott Systems, Inc. to provide a Software and services related to historical index load, redaction, and preservation of paper records and the back-filing of documents for The Delaware County Recorder's Office:

Master Agreement for Products and Services

This Master Agreement for Products and Services ("Master Agreement") is by and between Cott Systems, Inc., an Ohio Corporation with principal offices at 2800 Corporate Exchange Drive, Suite 300, Columbus, Ohio 43231 ("Cott") and Delaware County, Ohio ("Customer").

Cott will provide, and Customer will acquire, the products and services described in any applicable Addendum(s) to be executed by the parties. One or more Addendum(s) may be executed at any time during the term of this Master Agreement and will become part of, and be incorporated in, this Master Agreement at the time of execution.

TERMS AND CONDITIONS

1. Term. This Master Agreement will begin when it is signed ("Executed") by Customer and Cott and will continue to be binding until all Addendums have expired or terminated.
2. Construction and Interpretation. Subject headings are for convenience only. They do not define, limit or describe the scope or intent of the provisions of the Master Agreement. The Master Agreement, and any Addendum(s) shall be deemed to have been prepared jointly and any ambiguity shall not be interpreted against any party and shall be interpreted as if each of the parties had prepared the Master Agreement or Addendum(s). Statements set forth in any preamble or recitals are made for the purpose of providing background information. Such statements do not constitute representations, warranties or covenants of the parties.
3. Conditions. The Master Agreement, any Addendum(s) Executed by Cott and Customer, any attachments or exhibits thereto and these Terms and Conditions constitute the complete and exclusive agreement between Cott and Customer with regard to their subject matter, and supersede all prior or contemporaneous agreements, understandings, discussions or representations. The Master Agreement, any Addendum(s), may not be modified or amended except in writing signed by Cott and Customer. Acceptance of the offer presented by this Master Agreement, any Addendum(s), is limited to the terms set forth herein. The terms of this Master Agreement, including any Addendum(s), and Order Summary may not be edited or modified in any manner prior to signing by Customer. Any additional or different terms added to this Master Agreement, or any Addendum(s), by Customer will be considered proposals for additional terms to the contract and are hereby rejected, unless expressly accepted by Cott in writing prior to performance hereunder. Any term or provision of the Master Agreement that is invalid or unenforceable shall not affect the validity or enforceability of its remaining terms or provisions. No waiver of any term or provision will be effective unless in writing. No such waiver will be deemed a waiver of any subsequent default under the same or any other term or provision. Nothing herein expressed or implied is intended or shall be construed to give any person other than the parties hereto any rights or remedies. The Master Agreement, any Addendum or part thereof, may be executed in counterparts, each of which when so Executed shall be deemed to be an original.
4. Authority. By execution of this Master Agreement, or any Addendum(s), Customer represents and warrants that this Master Agreement and Addendum(s), as the case may be, has been properly approved and authorized in accordance with the laws, rules, regulations and procedures governing Customer, and that the person(s) signing on behalf of Customer are authorized to bind Customer to the terms and conditions thereof.
5. Confidentiality. "Confidential Information" means any object code and machine-readable copies of any Cott software, written materials ("Documentation"), information, specifications, trade secrets, viewable pages, screen shots or other images of the "Service" (software, products, and services provided by Cott) covered in any Addendum intended for use or viewing only by employees of Customer (as opposed to the public at large) and any other proprietary information supplied to the Customer by Cott. Customer acknowledges that the Confidential Information constitutes valuable trade secrets and agrees that it will use the Confidential Information solely in connection with its internal use of the Service and will not disclose, or permit to be disclosed, the Confidential Information to any third party without Cott's prior written consent.
6. Patent and Copyright Indemnification. Cott will defend at its expense any action brought against Customer based upon a claim that the Service provided in any Addendum infringes any patent, copyright, trade secret or other proprietary right of any third party and pay any costs and damages finally awarded against Customer in such action, which are attributable to such claim, provided that Customer notifies Cott within fifteen (15) business days in writing of the claim and Cott is given the opportunity of fully participating in the defense

**COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2017**

and/or agrees to any settlement of such claim. Such indemnity, however, is specifically exclusive of any such claims which arise or result from the misuse of the Service; the use of the Service in combination with software not delivered or furnished by Cott; or use of the Service in the manner for which the same was neither designed nor contemplated. If Customer, as a result of a dispute regarding a proprietary right, is required to cease using the Service, Cott shall either (i) modify the Service so that Customer's use hereunder ceases to be infringing or wrongful, or (ii) procure for Customer the right to continue using the Service. If, after reasonable efforts, Cott is unable to achieve either (i) or (ii) above, either party shall have the right to terminate the affected Addendum upon thirty (30) calendar days written notice to the other.

7. Indemnity. Where permitted by applicable law, Customer agrees to indemnify and hold harmless Cott and its employees and agents from and against any claims, causes of action, losses, damages, costs or expenses (including reasonable attorneys' fees) arising out of or relating to the use of Customer's system by third parties and end-users.

8. Assignment; Successors. This Master Agreement, and any Addendum, will be binding upon and inure to the benefit of the parties hereto, and, except as otherwise specifically provided in the Master Agreement, their respective successors, and assigns; provided, however, that neither the Master Agreement and Addendum(s), nor any rights under the Master Agreement or Addendum(s), may be assigned, transferred, or encumbered by Customer, directly or indirectly, without, Cott's prior written consent. Cott may assign this Master Agreement or Addendum(s), or any interest herein, in connection with the transfer of substantially all of the assets or equity interest of Cott or one of its lines of business.

9. Electronic Delivery. This Agreement may be executed and delivered in counterparts (including by facsimile or other electronic transmission such as in .pdf or other electronic delivery format, any such delivery, an "Electronic Delivery"), all of which shall be considered one and the same agreement. This Master Agreement, to the extent delivered by Electronic Delivery, shall be treated in all manner and respects as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person including for evidentiary purposes.

10. Payments; Late Charges; Taxes. Unless otherwise specified, all payments are due, without setoff, within thirty (30) calendar days after the date of invoice. Late charges not to exceed three percent (3%) per month, may be assessed by Cott on past due accounts unless prohibited by local law. Furthermore, Cott has the right to end all services and support covered in any Addendum should payment become past due. Reinstatement of services and support may be available to Customer pending receipt of payment of all past due amounts plus any reinstatement fees. Cott's fees are exclusive of all sales, use and similar taxes which may be levied as a result of procuring Cott's Service by Customer, which taxes shall be the responsibility of Customer. If Customer is exempt from any tax, Customer shall provide Cott with a valid certificate of exemption.

11. Notices. Except as otherwise specified, any notice or other communication shall be in writing and deemed given when delivered in person, by: mail, fax, e-mail or other electronic means to Cott's headquarter in Ohio or Customer's offices and written confirmation of receipt is received, or two days after being sent by certified or registered United States mail, return receipt requested, postage prepaid, addressed to the party at the address set forth in the Master Agreement. Each party must notify the other party of any change in address for notices.

12. Governing Law. The validity, interpretation and enforcement of this Master Agreement and all Addendums shall be governed by Ohio state law. The parties agree that suits arising from this agreement shall be brought in the appropriate court sitting in Delaware County Ohio.

13. Warranty. Other than any express warranties set forth in the Master Agreement or any applicable Addendum, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR INTENDED USE OR NONINFRINGEMENT. Customer's sole and exclusive remedy for any failure of a product or service to conform to an applicable warranty shall be the repair of such product or refurbishing of such service according to the warranty. This exclusive remedy shall not have failed of its essential purpose. Customer specifically acknowledges that Cott's price for its Service is based upon the limitations of Cott's liability as set forth in these Terms and Conditions. These limitations shall survive any finding that the exclusive remedy of Customer failed of its essential purpose.

14. Limitation of Liability. IN NO EVENT SHALL COTT BE LIABLE FOR LOST PROFITS OR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, LIQUIDATED OR PUNITIVE DAMAGES EVEN IF COTT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In any event, Cott's liability in the aggregate shall not exceed the amount received by Cott from Customer under the Master Agreement during the Term of associated Addendum(s)s. No action under the Master Agreement may be brought by either party more than one year after the cause of action accrued, except that an action for nonpayment may be brought within one year after the date of last payment.

15. Force Majeure. Cott will not be liable for any delay or failure due to fire, explosion, action of the elements, strikes or other labor disputes, restrictions imposed by law, rules or regulations of a public authority, acts of military authorities, war, terrorist acts, riots, civil disturbances, solar flares, interruptions, or delays of utilities, telephone or telecom service, interruption of transportation facilities, and any other cause which is beyond the reasonable control of Cott, and which, by the exercise of reasonable diligence, Cott is unable to prevent. The

**COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2017**

happening of such Force Majeure will extend the time of performance to such extent as may be necessary to enable it to complete performance after the cause or causes of delay or failure have been removed.

16. **Material Breach by Customer.** Cott may terminate an Addendum if the Customer materially breaches an Addendum and fails to correct the breach within ten (10) business days following written notice specifying the breach. A "material breach" is defined as: a) Customer's violation of the Restriction of Use; b) Customer's unauthorized duplication of the Documentation; c) Customer's violation of its obligations with respect to Cott's Confidential Information; d) Customer's failure to timely pay Cott all sums due hereunder. Such termination shall not relieve Customer's obligation to pay all fees accrued or sums due and remaining unpaid under the Addendum.

17. **Early Termination.** Customer may terminate an Addendum by providing ninety (90) calendar days written notice to Cott. Customer shall pay 100 percent (100%) of the sum of the remaining monthly fees for the then-current term as liquidated damages and not as a penalty. Cott will cease providing the Service as described in the Addendum on the last day of the monthly term that occurs ninety (90) calendar days after Cott's receipt of the termination notice.

18. **Order of Precedence.** Where possible, the terms of this Master Agreement and the terms of each Addendum will be construed consistently. Where not possible, the terms of this Master Agreement will control unless specifically preempted by the terms of an Addendum, in which case the Addendum will control.

19. **Non-Solicitation.** Customer agrees not to encourage or solicit any employee to leave Cott's employment or to hire Cott employees while this Master Agreement is in effect and for a period of three (3) years after expiration.

The Terms and Conditions, attached hereto, govern the provision of products or services by Cott under this Master Agreement and any Addendum executed by Cott and Customer. Cott and Customer have executed this Master Agreement to be effective as of the date it is signed by both Cott and the Customer.

On April 18, 2011, Delaware County and Cott entered into an agreement for Cott to provide a recording software solution. Except as otherwise stated in this Master Agreement, all terms and conditions of the Contract To Provide A Comprehensive Recording Software Solution For The Delaware County Recorder's Office executed in 2011 shall remain in full force. In the event that the terms of the 2011 agreement conflict with terms of this agreement, the terms of this agreement shall control.

INSURANCE AND INDEMNITY. Cott shall during the full term of this Agreement maintain general liability and automobile liability insurance in amounts acceptable to the County and sufficient to protect Cott and the County from liability arising from services provided pursuant to this Agreement. Cott shall cause the County to be named as additional insured in such policies. Cott shall also maintain workers compensation coverage in accordance with the laws of the State of Ohio and professional liability insurance for errors and omissions. Cott shall provide certificates of insurance and properly executed endorsements upon the County's request.

Cott shall indemnify and hold free and harmless the County from and against any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that County 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 Cott, 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.

Software License and Software Assurance Addendum

This Software License and Software Assurance Addendum ("Addendum") is by and between Cott Systems, Inc. ("Cott") and its customer ("Customer") identified on the attached Deed and Mortgage Services Schedule ("Schedule") and is being executed under Cott's Master Agreement for Products and Services in order for Cott to provide the software and services described herein.

1. **Grant of License.** In consideration of the payments specified in the Schedule, Cott grants and Customer accepts a non-exclusive, non-transferable, right and license ("License") to use the software specified and described in the Schedule including all elements, applications, by-products and databases of the software (collectively, the "Software"). The License will last for the period of time specified in the Schedule. The Software may be used solely on the server(s) and that number of associated workstations specified in the Schedule, at the location set forth therein. If a server or workstation is inoperative due to malfunction or maintenance, upon notice to and approval by Cott, Customer may temporarily use the Software on a backup server or workstation, as the case may be, until the licensed server or workstation is operative. Customer may make one copy of the Software and the User Manual and other written materials delivered by Cott in connection with the deployment of the Software (the "Documentation") for backup and archival purposes only, and such copy must include all appropriate copyright and proprietary notices. Upon notice to and approval by Cott, Customer may replace a server or workstation and transfer the Software to a replacement server or workstation at the same location set forth in the Schedule. Customer will not (a) exceed any limit on installations, users or other limitation specified in the Schedule; (b) sell, lease, license, sublicense or encumber the Software or the Documentation; (c) decompile, disassemble or reverse engineer any portion of the Software or the Documentation; or (d) write or develop any derivative software or any software program based on the Confidential Information (collectively, the "Limitations on Use").

**COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2017**

2. Software Assurance. Cott's Software Assurance program contains two elements. Cott provides customer support services as described in the "Customer Support Processes Exhibit" and Cott provides software update services (collectively, "Software Assurance"). When Customer subscribes to Software Assurance, it will be specified and provided as described in the Schedule. Software Assurance begins as of the Go-Live Date and will last until the end of the month during which the applicable anniversary occurs. Provided Customer is not then in breach, Software Assurance entitles Customer to receive, at no additional charge, software updates to the current version of our software which may contain "bug fixes" and/or increase the speed, efficiency or ease of operation of the Software. Any hardware or equipment upgrades that are necessary in order to install and run the updates will be the responsibility of the Customer. Cott reserves the right to charge additional fees for modifications to the software requested by Customer which are beyond the scope of updates as defined herein.

(3 not utilized)

4. Software Assurance Fees. Customer may pay up front all Software Assurance fees for the Initial Support Term specified in the Schedule. In the absence of such upfront payment (a) the Software Assurance fees will remain fixed until the applicable anniversary of the Go-Live Date, except that Cott may pass along to Customer an increase in third party system software support if announced by the software provider, and (b) on the applicable anniversary of the Go-Live Date, Cott may increase the Software Assurance fees with a maximum increase often percent (10%) of the then-current fees. The fees will not begin until the Go-Live Date and will be invoiced on the first day of each calendar month in advance. If the Go-Live Date is any day other than the first day of a month, and if Customer is not concurrently ending use of other Cott software that has monthly software assurance fees associated with it, the initial month's fees will be prorated and will be invoiced on the Go-Live Date.

After the expiration of the Initial Support Term, Software Assurance will automatically renew for successive periods for an equivalent length, at the current renewal rate, subject to a new Schedule, unless Customer notifies Cott, no later than ninety (90) calendar days before the scheduled expiration of the Initial Support Term or the applicable renewal period. Cott will endeavor to notify Customer of the fees for renewal terms at least one hundred twenty (120) days prior to the expiration of the then-current term, but in any event will notify Customer of such fees prior to the expiration of the then-current term. If Cott is unable to notify Customer of the fees for the renewal period prior to the expiration of the then-current term, and Customer has not issued a timely notice not to renew the Software Assurance, and the fee increase exceeds five percent (5) % of the then-current fees, Customer may notify Cott within seven (7) days of its receipt of the fee notice of Customer's intention to cancel the Software Assurance. The cancellation will be effective on the last day of the month that Cott receives the notice.

5. Training. Cott will provide training on the operation of the Software as specified in the Schedule. Cott training options may include though are not limited to training at Customer's location, training at Cott's location and live webinar training over the internet. Training days are measured by the number of Cott personnel utilized, multiplied by the number of days that training is provided and include travel time for Cott personnel to travel to and from Customer's location. For example, two Cott personnel traveling one-half day to Customer's location, providing four days of training, and traveling one-half day to return to Cott would amount to 10 training days. One day of training shall be defined as not fewer than 6 and 14 hours. Cott reserves the right to charge additional fees for additional training requested by Customer, and for training beyond the scope of training specified in the Schedule. Cott will notify Customer of any additional charges.

6. Warranty. Cott warrants that the Software will perform in substantial accordance with the functional overview provided in the Schedule for so long as Customer subscribes to Software Assurance. Customer shall give Cott prompt notice of any defect. If Cott determines that the Software is defective in materials or workmanship and is covered by the warranty, Cott will either repair the defect or replace the defective portion of the Software. Cott will be afforded a commercially reasonable period of time to remedy the defect and will not be considered in breach if Cott commences to cure the defect within such period and diligently proceeds towards the remedy of the defect. The foregoing are Customer's sole and exclusive remedies for breach of this warranty. This warranty is expressly contingent upon proper use and application of the Software at all times in accordance with the Documentation and provided Customer has installed all Patches and Releases available since the install date. The warranty does not apply if (a) the Software is modified or adjusted by anyone other than Cott's authorized representatives; (b) the modification, adjustment or replacement of the Software is required wholly or partially because of accidents, neglect or improper operating conditions; or (c) malfunctions or errors are caused by defects in Customer's associated equipment, software, terminals or networks.

7. Disclaimer of Warranty. COTT DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY FOR THE ACCURACY, CONTENT, DISCLOSURE, COMPLETENESS, LEGALITY OR RELIABILITY OF INFORMATION DISPLAYED AS A RESULT OF THE USE OF THE SOFTWARE. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER COTT NOR ANY OF ITS VENDORS MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY COTT OR THE FUNCTIONALITY, PERFORMANCE, RELIABILITY, COMPLETENESS, TIMELINESS, SECURITY OR RESULTS OF USE THEREOF. WITHOUT LIMITING THE FOREGOING, EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER COTT NOR ANY OF ITS VENDORS WARRANTS THAT THE SOFTWARE OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY COTT OR THE OPERATION THEREOF ARE OR WILL BE COMPLETE, ACCURATE, ERROR-FREE, UNINTERRUPTED OR SECURE OR MEETS OR WILL MEET CUSTOMER'S REQUIREMENTS.

**COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2017**

8. Data Presented. While the Software allows for excluding certain data from being viewable when accessing the Customer's base system, Customer acknowledges and agrees that Customer is responsible for complying with all applicable laws regulating the disclosure of private, sensitive or personal information. Cott exercises no control over, and specifically rejects any responsibility for the form, content, accuracy or quality of information passing or obtained through or resident on Customer's base system. Customer is responsible for determining which records, fields, data, images or portions thereof, are available for searching or viewing from Customer's base system. Customer will be responsible for implementing and carrying out such standards, and Customer is responsible for any data input errors. If Customer's searchable data is accessible over the internet, Customer will permit Cott to include in the viewable portion of Customer's web site customary terms of use applying to Customer's end-users, and any provisions reasonably required by Cott from time to time.

9. Ownership of Software and Data. Nothing in this Addendum shall be construed to grant Customer any ownership right in the Software or Documentation. Cott and Customer agree that Cott is the owner of the Software and the overall look, feel and design of the Software. Customer is the owner of the data on Customer's system. Customer owns all rights and privileges to such data and Cott will not remarket or claim ownership in it.

10. End Users. Customer acknowledges and agrees that Customer, and not Cott, will provide customer service for Customer's end-users, including though not limited to public searchers and internet users of Customer's system, and accordingly Customer will be the point of contact for all questions and problems from Customer's end-users. If the standard software template permits Customer to establish individual end-user accounts with passwords, Customer is responsible for establishing, managing and monitoring end-user accounts.

11. Standard Terms. Cott's Master Agreement for Products and Services also applies to the provision of products and services by Cott under this Addendum and the terms of such agreement are hereby incorporated by reference. The terms actually set forth in this Addendum will govern in the event of any conflict or inconsistency between its terms and the terms set forth in any other document between the parties.

The terms of this Addendum govern the provision of Software and services by Cott under this Addendum and any Schedule executed by Cott and Customer hereunder. Schedules may be executed at any time during the term of this Addendum and will become part of and be incorporated in this Addendum.

Addendum for Backfile Services

This Addendum for Backfile Services ("Addendum") is by and between Cott Systems, Inc. ("Cott") and its customer ("Customer") identified on the attached Deed and Mortgage Services Schedule ("Schedule") and is being executed as an Addendum under Cott's Master Agreement for Products and Services in order for Cott to provide the service described herein.

1. Service. Cott will electronically capture, where applicable, and catalog pages from the index books and/or index cards and/or record books along with, where applicable, the associated key tables, sub index, charts or tabs, and create setout names, alphabetical breakdowns or numeric breakdowns for the index book pages and/or index cards where appropriate, as specified in the Schedule. The electronic pages of the book(s) will be examined for quality and readability, and pages will be numbered to allow for linkage between index book and/or index card entries and record book entries where applicable.

2. Source. The source of index and record book images and/or index card images, may include, though is not limited to, microfilm, microfiche, aperture cards, CD/DVD5 containing data in .TIF format and original hardcopy index and record books and/or index cards. Project efforts may include onsite scanning from original books and/or index cards, and if so, would be specified in the Schedule. While Cott will use reasonable efforts to provide a quality image, Customer is responsible for ensuring that the quality of captured index and record books pages and/or index cards is acceptable. If Customer is responsible for providing the original images, additional costs may apply to correct problems with quality.

3. Fees. The fees are set forth in the "Fees" and "Payments" sections of the Schedule.

4. Ownership. Cott and Customer acknowledge the Customer owns all rights and privileges to the data made available through this service. Cott will not remarket or claim ownership of the data.

5. Data Presented. While Cott's systems allow for excluding certain data from being viewable when accessing Customer's base system utilizing Online Index Books or Online Books. Customer acknowledges and agrees that Customer is responsible for complying with all applicable laws regulating the disclosure of private, sensitive or personal information. Cott exercises no control over, specifically rejects any responsibility for and will be held harmless from and against any liability for the form, content, accuracy or quality of information passing or obtained through or resident on the Online Index Books system or the Online Books. Customer is responsible for determining which records, fields, data, images or portions thereof, are available for searching or viewing. Customer will be responsible for implementing and carrying out such standards and any data input errors.

6. Disclaimer of Warranty. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER COTT NOR ANY OF ITS VENDORS MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE DATA MADE AVAILABLE THROUGH THIS

**COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2017**

SERVICE OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY COTT OR THE FUNCTIONALITY, PERFORMANCE, RELIABILITY, COMPLETENESS, TIMELINESS, SECURITY OR RESULTS OF USE THEREOF. WITHOUT LIMITING THE FOREGOING, EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER COTT NOR ANY OF ITS VENDORS WARRANTS THAT THE DATA OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY COTT OR THE OPERATION THEREOF ARE OR WILL BE COMPLETE, ACCURATE, ERROR-FREE, UNINTERRUPTED OR SECURE OR MEETS OR WILL MEET CUSTOMER'S REQUIREMENTS.

7. Standard Terms. Cott's Master Agreement for Products and Services also applies to the provision of products and services by Cott under this Addendum and the terms of such agreement are hereby incorporated by reference. The terms actually set forth in this Addendum will govern in the event of any conflict or inconsistency between its terms and the terms set forth in any other document between the parties.

The terms of this Addendum govern the provision of backfile services by Cott under this Addendum and any Schedules executed by Cott and Customer hereunder from time to time.

Addendum for Index History Load

This Addendum for Index History Load ("Addendum") is by and between Cott Systems, Inc. ("Cott") and its customer ("Customer") identified on the attached Deed and Mortgage Services Schedule ("Schedule"), and is being executed as an exhibit to Cott's Master Agreement for Products and Services, in order for Cott to provide the service described herein.

1. Service. Cott will provide an electronic copy of index data of recorded documents as specified in the Schedule. The index data will be transferred to and imported into Customer's land records system for public search and printing purposes.
2. Source. Index data will originate from index account(s) stored on media and accumulated by Cott over the years as specified in the Schedule. Delivery of index data is dependent upon verification and readability of stored data on the media.
3. Fees. Fees for this service areas specified in the Schedule. Fees are subject to change in the event the parties mutually agree to changes in the project scope due to data abnormalities revealed during the evaluation process. Customer will be notified of any fee increase, If Customer or Cott elects not to continue the project due to estimate discrepancies or the data abnormalities discovered, the initial fee is not subject to refund.
4. Ownership. Cott and Customer acknowledge the Customer owns all rights and privileges to the data made available through this service.
5. Data Presented. While Cott's systems allow for excluding certain data from being viewable when accessing Customer's land records system, Customer acknowledges and agrees that Customer is responsible for complying with all applicable laws regulating the disclosure of private, sensitive or personal information. Cott exercises no control over, specifically rejects any responsibility for and will be held harmless from and against any liability for the form, content, accuracy or quality of information passing or obtained through or resident on the land records system. Customer is responsible for determining which records, fields, data, images or portions thereof, are available for searching or viewing. Customer will be responsible for implementing and carrying out such standards.
6. Disclaimer of Warranty. COTT DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY FOR THE ACCURACY, CONTENT, DISCLOSURE, COMPLETENESS, LEGALITY OR RELIABILITY OF THE INDEX DATA, PROTECTED, PUBLIC OR OTHERWISE.
7. Limitation of Liability: IN NO EVENT SHALL COTT BE LIABLE FOR LOST PROFITS OR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, LIQUIDATED OR PUNITIVE DAMAGES EVEN IF COTT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In any event, Cott's liability in the aggregate shall not exceed the amount received by Cott from Customer under this Addendum with respect to the applicable service. No action under the Addendum may be brought by either party more than one year after the cause of action accrued, except that an action for nonpayment may be brought within one year after the date of last payment.
8. Standard Terms. Cott's Master Agreement for Products and Services also applies to the provision of services by Cott under this Addendum and the terms of such agreement are hereby incorporated by reference. The terms actually set forth in this Addendum will govern in the event of any conflict or inconsistency between its terms and the terms set forth in any other document between the parties.

The terms of this Addendum govern the provision of indexing services by Cott under this Addendum and any Schedule executed by Cott and Customer hereunder.

Addendum for Historical Redaction Services

This Addendum for Historical Redaction Services ("Addendum") is by and between Cott Systems, Inc. ("Cott")

**COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2017**

and its customer ("Customer") identified on the attached Deed and Mortgage Services Schedule ("Schedule"), and is being executed as an exhibit to Cott's Master Agreement for Products and Services, in order for Cott to provide the service described herein.

1. Service. Cott will provide a service that utilizes OCR & ICR technology to identify and permanently redact sensitive data element(s), as specified in the attached Schedule. The sensitive information may vary from project to project and the sensitive information will be outlined for up to five data elements for each project, as specified in the Schedule. The redacted images will be imported into Customer's base system for public search purposes.
2. Source. The source of images is single page .TIF files, whereby each page of the recorded document is in a separate .TIF file. One page equals one image. While Cott will use reasonable efforts to produce a quality image after redaction, Customer is responsible for ensuring that the quality of the initial images provided to Cott is suitable.
3. Go Live. Cott will make the redacted images ("Images") available for review by Customer at least two (2) days prior to the Go Live Date. The date that Cott first makes the Images available on the Customer's base system or to the public will be the "Go-Live Date". Within ten (10) business days after the Go-Live Date, Customer will inspect, approve and accept the Images.
4. Fees. Fees for this service are specified in the Schedule.
5. Ownership. Cott and Customer acknowledge the Customer owns all rights and privileges to the data made available through this service. Cott will not disclose, use, release to third parties, remarket or claim ownership of the data.
6. Data Presented. Customer acknowledges that Cott relies on third party software to provide this service. Cott will implement reasonable procedures to redact sensitive data element(s), and provide Customer with a status report on a series of images basis. However, Customer acknowledges that the service may not fully and accurately redact one hundred percent (100%) of the desired data and the actual results may vary depending upon a number of factors, including, but not limit to, poor image quality, or placement, appearance and formation of sensitive data. While Cott's systems allow for excluding certain data from being viewable when accessing Customer's base system utilizing Resolution and/or Verdict, Customer acknowledges and agrees that Customer is responsible for complying with all applicable laws regulating the disclosure of private, sensitive or personal information.
7. Disclaimer of Warranty. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER COTT NOR ANY OF ITS VENDORS MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THIS SERVICE OR ITS FUNCTIONALITY, RELIABILITY, ACCURACY OR COMPLETENESS. COTT DOES NOT WARRANT THAT THE SERVICE WILL BE ERROR-FREE.
8. Limitation of Liability: IN NO EVENT SHALL COTT BE LIABLE FOR LOST PROFITS OR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, LIQUIDATED OR PUNITIVE DAMAGES EVEN IF COTT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In any event, Cott's liability in the aggregate shall not exceed the amount received by Cott from Customer under this Addendum. No action under the Addendum may be brought by either party more than one year after the cause of action accrued, except that an action for nonpayment may be brought within one year after the date of last payment.
9. Standard Terms. Cott's Master Agreement for Products and Services also applies to the provision of services by Cott under this Addendum and the terms of such agreement are hereby incorporated by reference. The terms actually set forth in this Addendum will govern in the event of any conflict or inconsistency between its terms and the terms set forth in any other document between the parties.

The terms of this Addendum govern the provision of redaction services by Cott under this Addendum and any Schedule executed by Cott and Customer hereunder.

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

**9
RESOLUTION NO. 17-588**

IN THE MATTER OF APPROVING THE FIRST AMENDMENT TO THE CONTRACT BETWEEN THE DELAWARE COUNTY SHERIFF, THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND LANGUAGE LINE SERVICES, INC. FOR PROVIDING INTERPRETATION AND TRANSLATION SERVICES:

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

Whereas, the Sheriff and Sheriff's Office Staff recommend approval of the First Amendment to the contract between The Delaware County Sheriff, The Delaware County Board Of Commissioners And Language Line Services, Inc. For Providing Interpretation and Translation Services;

COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2017

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the First Amendment to the contract between The Delaware County Sheriff, The Delaware County Board Of Commissioners and Language Line Services, Inc. for providing interpretation and translation services:

**First Amendment
to the Contract between
Delaware County and Language Line Services, Inc.**

The Parties mutually agree to renew the contract providing interpretation and translation services approved by Resolution #16-710, on July 21, 2016.

Amended Terms:

The Parties agree to renew this until December 31, 2017, as is provided under the contract. This renewal shall be effective upon the date when the final party executes this renewal. The parties agree that if the final execution occurs earlier than July 1, 2017, it will be deemed to have occurred on July 1, 2017.

All remaining provisions of the Agreement shall continue in full force and effect unless specifically amended here.

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

10

RESOLUTION NO. 17-589

IN THE MATTER OF APPROVING A REQUEST FOR PROPOSALS FOR DELAWARE COUNTY EMERGENCY MEDICAL SERVICES MASTER PLAN:

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

WHEREAS, the Delaware County Board of Commissioners (the "Board") is seeking to engage a consulting firm to perform an emergency medical services master plan study; and

WHEREAS, the goal of the study is to review the current EMS System services, including financing, system performance and delivery, vehicle response fleet and its rotation and replacement, storage of fleet and equipment, station location and future growth based upon growth projections of the County, internal and external training practices, succession planning, recommendations toward the goal of enhancing the system, response, and efficient, effective and seamless treatment and transport of the sick and injured;

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

Section 1: The Request for Proposals for the Delaware County Emergency Medical Services Master Plan is hereby approved.

Section 2: The Delaware County Emergency Medical Services Chief is authorized to advertise for and receive statements of qualifications and proposals on behalf of the Board in accordance with the following Request for Proposals:

**PUBLIC NOTICE
REQUEST FOR PROPOSALS
BOARD OF COMMISSIONERS
DELAWARE COUNTY, OHIO**

The Delaware County Commissioners are seeking competitive sealed proposals from contractors for the development of a master plan for Delaware County Emergency Medical Services. Proposals will be received at the Delaware County Commissioners' Office, 101 North Sandusky Street, Delaware, Ohio 43015, until **4:00 p.m. on June 23, 2017**. At that time, proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of offerors will be read aloud. One (1) original and five (5) copies are to be included. Submittals pursuant to this request will not be received after the hour and date stated above.

The complete Request for Proposals is posted on the internet and may be viewed on Delaware County's web page at <http://www.co.delaware.oh.us> under the heading Bids and Notices or may be obtained from the Delaware County Commissioners Office, 101 N. Sandusky Street, Delaware, Ohio, during normal business hours.

Any proposals submitted to Delaware County, Ohio are to be prepared at the submitter's expense. Delaware County reserves the right to reject any and all proposals in whole or in part. Acceptance of a proposal shall not constitute an agreement between the submitter and Delaware County. Delaware County shall have no liability whatsoever to any submitter whose proposal is not accepted.

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

COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2017

11

RESOLUTION NO. 17-590

IN THE MATTER OF APPROVING THE PUBLIC NOTICE INVITATION TO BID FOR COURT FACILITY INTEGRATED AUDIO VISUAL AND DIGITAL COURT REPORTING SYSTEMS:

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

Whereas, the Director of Facilities recommends approval of the following Public Notice Invitation to Bid for Court Facility Integrated Audio Visual and Digital Court Reporting Systems;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the Public Notice Invitation to Bid for Court Facility Integrated Audio Visual and Digital Court Reporting Systems:

**ADVERTISEMENT FOR BID
COURT FACILITY INTEGRATED AUDIO VISUAL AND
DIGITAL COURT REPORTING SYSTEMS**

The Delaware County Board of Commissioners in Delaware, Ohio seeks qualified vendors to submit sealed bids for a sole source Audio Visual and Digital Court Reporting System Contract including system hardware, software, installation and support in the new Delaware County Judicial Building. Bids will be received until 11:00 a.m. on Tuesday, June 27, 2017. Bids can be hand-delivered or mailed to:

Delaware County Board of
Commissioners 101 North
Sandusky Street
Delaware, OH
ATTN: Mr.
Jon Melvin

BID DOCUMENTS:

1. Notice to bidders are posted on the internet and may be viewed on Delaware County’s web page at <http://www.co.delaware.oh.us> under the heading “Public Notices and Bids”.
2. Copies of the bid documents may be obtained at the Vendor’s expense by contacting Charleston Blueprint 1203 Virginia Street, East, Charleston, WV 25301 (304) 343-1063.
3. Bidders may examine bid documents at the Delaware County Board of Commission Offices at the address indicated above:
4. Electronic version of the documents may be obtained by contacting Silling Architects, Attn: Jeremy Jones, 405 Capitol Street, Upper Atrium, Charleston, WV 25301, 304.346.0565

MANDATORY PRE-BID MEETING:

A mandatory pre-bid meeting will be held on Tuesday, June 20, 2017, to conduct a walk-through of the Delaware County Judicial Building.

PUBLIC BID OPENING:

Each bid must contain the full name of every person or company interested in same, and be accompanied by an acceptable bid bond or certified check made payable to the Delaware County, Ohio. Bids are to be received on or before June 27, 2017, at 11 am EDT at the offices of the Delaware County Board of Commissioners, 101 North Sandusky Street, Delaware, OH. Bids will be publicly opened and read and the contract will be awarded as soon as possible.

The County reserves the right to reject any and all bids, in whole or in part, to waive any defect in any or all bids, to accept the bid or part it deems to be the lowest and best. Bids shall be submitted in a sealed envelope marked "Sealed Bid for Court Facility Integrated Audio Visual and Digital Court Reporting Systems" No bid shall be withdrawn for a period of sixty (60) days after being publicly opened and read.

Delaware County Board of Commissioners Jon Melvin, Director of Facilities

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

12

RESOLUTION NO. 17-591

IN THE MATTER OF ACCEPTING SANITARY SEWER IMPROVEMENTS FOR THE COURTYARDS AT BRADFORD COURT PHASE 1:

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

**COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2017**

Whereas, the construction of new sanitary sewers at The Courtyards at Bradford Court Phase 1 have been completed to meet sewer district requirements; and

Whereas, the sewer district has received the necessary items required by the subdivider’s agreement; and

Whereas, the Director of Environmental Services recommends accepting sanitary sewers for ownership, operation, and maintenance by Delaware County as follows:

The Courtyards at Bradford Court Phase 1	2050’ feet of 8-inch sewer	\$130,450.00
	8- manholes	\$12,800.00

Therefore be it resolved, that the Board of Commissioners approve and accept the above sanitary sewers for ownership, operation, and maintenance by the Delaware County Sewer District.

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 Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

13

ADMINISTRATOR REPORTS

Si Kille, Assistant County Administrator
-No reports

14

COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Lewis
-Attended the EMA Committee meeting yesterday
-Attended the DKMM meeting on Tuesday

Commissioner Merrell
-Attended the 9-1-1 Board meeting yesterday. There is a great management team with 911.
-As a follow up to the MORPC meeting held here last week, MORPC will tour Ross County on July 6th. Haven’t decided whether to attend that whole meeting or will attend the Commissioner meeting then head over to Ross County.

Commissioner Benton
-Thought the MORPC tour went very well last week
-The IKEA store is now open. Attended the Grand Opening yesterday to raise the American Flag. The EMS Color Guard was asked to participate
-Attended the DKMM meeting on Tuesday. They are wrestling with the strategic direction of the organization

15

RESOLUTION NO. 17-592

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF AN APPOINTMENT OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; FOR PENDING OR IMMINENT LITIGATION:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to adjourn into Executive Session at 9: 58 AM.

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

RESOLUTION NO. 17-593

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to adjourn out of Executive Session at 11:30 AM.

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

COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2017

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners