

COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 7, 2010

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

Present: Todd Hanks, Ken O'Brien, Tommy Thompson

RESOLUTION NO. 10-1312

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD OCTOBER 4, 2010:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on October 4, 2010; and

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

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

Vote on Motion Mr. Thompson Aye Mr. Hanks Aye Mr. O'Brien Aye

PUBLIC COMMENT

Mr. Richard Bird, Proposed Questions And Concerns On The Recorder's Office On Proposed Resolution: Approving A Contract Between The Board Of Delaware County Commissioners; The Delaware County Recorder And ACS Enterprise Solution, Inc. For A Comprehensive Recording Software Solution For The Delaware County Recorder's Office

RESOLUTION NO. 10-1313

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1006:

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1006 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b>			
Thomas and Company	Legal Services	10011102-5361	\$ 10,000.00

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 10-1314

IN THE MATTER OF APPROVING THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1006BR:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1006BR.

Vote on Motion Mr. Hanks Abstain Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 10-1315

IN THE MATTER OF A NEW LIQUOR AGENCY CONTRACT REQUEST FROM PATMOR ENTERPRISES INC. AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve the following resolution:

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Liberty Township Trustees that Patmor Enterprises Inc. has requested a new Liquor Agency Contract located at 9832 Brewster Lane Liberty Township Powell, Ohio 43065, and

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

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Therefore Be it Resolved, 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. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

**RESOLUTION NO. 10-1316**

**IN THE MATTER OF A NEW LIQUOR LICENSE REQUEST FROM PATMOR ENTERPRISES INC AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:**

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve the following resolution:

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Liberty Township Trustees that Patmor Enterprises Inc. has requested a new C1 and C2 permits located at 9832 Brewster Lane Liberty Township Powell, Ohio 43065, and

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

Therefore Be it Resolved, 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. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

**RESOLUTION 10-1317 WAS NOT UTILIZED**

**RESOLUTION NO. 10-1318**

**IN THE MATTER OF APPROVING A WAIVER OF RULE 4-LIMITATIONS- FROM PUBLIC COMMENT PROCEDURE FROM THE RULES GOVERNING PUBLIC COMMENT BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:**

It was moved by Mr. Hanks, seconded by Mr. Thompson to a approve a waiver of Rule 4-Limitations- from the rules governing public comment before The Board Of County Commissioners Of Delaware County, Ohio.

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

**RESOLUTION NO. 10-1319**

**IN THE MATTER OF TABLING THE RESOLUTION APPROVING A CONTRACT BETWEEN THE BOARD OF DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY RECORDER AND ACS ENTERPRISE SOLUTION, INC. FOR A COMPREHENSIVE RECORDING SOFTWARE SOLUTION FOR THE DELAWARE COUNTY RECORDER'S OFFICE:**

*(PROPOSED RESOLUTION NUMBER BEFORE TABLING WAS NO. 10-1317)*

It was moved by Mr. O'Brien, seconded by Mr. Hanks to table the resolution Approving A Contract Between The Board Of Delaware County Commissioners; The Delaware County Recorder And Acs Enterprise Solution, Inc. For A Comprehensive Recording Software Solution For The Delaware County Recorder's Office.

**TABLED PROPOSED RESOLUTION**

***IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE BOARD OF DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY RECORDER AND ACS ENTERPRISE SOLUTION, INC. FOR A COMPREHENSIVE RECORDING SOFTWARE SOLUTION FOR THE DELAWARE COUNTY RECORDER'S OFFICE:***

*It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following:*

*Whereas, the Recorder recommends and approves a contract between The Board Of Delaware County Commissioners; The Delaware County Recorder and ACS Enterprise Solution, Inc. for a Comprehensive Recording Software Solution For The Delaware County Recorder's Office;*

*Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves a contract between The Board Of Delaware County Commissioners; The Delaware County Recorder and ACS Enterprise Solution, Inc. for a Comprehensive Recording Software Solution For The Delaware County*

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Recorder's Office.

*CONTRACT TO PROVIDE A COMPREHENSIVE RECORDING  
SOFTWARE SOLUTION FOR THE DELAWARE COUNTY RECORDER'S OFFICE*

*This Contract (hereinafter "Contract") is executed this 7th day of October 2010, by and between the Board of Commissioners, Delaware County, Ohio (hereinafter "Board"), whose principal place of business is located at 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County Recorder, Delaware County, Ohio (hereinafter "Recorder"), whose principal place of business is located at 140 North Sandusky Street, 1<sup>st</sup> Floor, Delaware, Ohio 43015 (Board and Recorder hereinafter collectively "County" and ACS Enterprise Solution, Inc., (X corporation, \_\_\_ partnership or \_\_\_ individual) (hereinafter referred to as the "Contractor"), whose principal place of business is located at 2800 West Mockingbird Dallas, Texas 75235. (hereinafter individually "Party" and collectively "Parties.")*

*WHEREFORE: the Board approved Resolution No. 10-\_\_\_\_\_ on the 7<sup>th</sup> day of October 2010 (hereinafter "Resolution"); and,*

*WHEREFORE: the Resolution approved the execution of this Contract by the Board.*

*NOW THEREFORE, for good and valuable consideration and the mutual covenants and promises contained herein, the Parties agree as set forth below:*

**PURPOSE OF CONTRACT:**

*The purpose of this Contract is to state the covenants and conditions under which the Contractor shall provide a comprehensive recording software solution for the Delaware County Recorder's Office in accordance with all the terms, conditions, specifications, and provisions of the following (hereinafter collectively "Contract Documents"):*

1. *Legal Notice,*
2. *Request for Bids (RFB) by the County for a Comprehensive Recording Software Solution for the Delaware County Recorder's Office,*
3. *Contractor's Bid,*
4. *All documents and forms completed by the Contractor in accordance with the RFB and/or in submitting a bid.*

**TERM:**

*The term of the Contract shall be for a fixed term of two (2) years, commencing October 15, 2010 through October 15, 2012.*

**SCOPE OF SERVICES:**

*The Contractor shall provide a comprehensive recording software solution for the Delaware County Recorder's Office in accordance with all the specifications contained in the Contract Documents.*

**COMPENSATION:**

*For and in consideration of the Contractor providing comprehensive recording software solution for the Delaware County Recorder's Office, the Board agrees to compensate the Contractor at the total fixed cost of:*

\$1.79 ea

*(Fill in amount in numbers.)*

One Dollar Seventy-nine cents per document

*(Fill in amount in words.)*

**DAMAGES IN THE EVENT OF BREACH:**

*In the event that the Contractor fails to fully meet and perform all the obligations imposed and required as part of this Contract, the Contractor shall pay damages to the Board as compensation for such failure. Such damages shall be as provided in the RFB.*

**INSURANCE AND INDEMNIFICATION:**

*The Contractor hereby agrees to indemnify and hold free and harmless the Board, the Recorder, the County, and all of their respective boards, officers, officials, employees, volunteers, agents, servants and representatives as provided in the RFB. The Contractor also agrees to carry such insurance as required by*

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*the RFB.*

**INCORPORATION OF THE CONTRACT DOCUMENTS AND RESOLUTION:**

*The Contract Documents and Resolution in their entirety and all terms, provisions, and conditions contained therein are by this reference hereby expressly understood and accepted by the Parties and a 'e in their entirety incorporated into and made a part of this Contract.*

*(Copy of the contract documents available in the Recorder's Office until no longer of administrative value).*

Vote On Motion            Mr. O'Brien        Aye        Mr. Hanks        Aye        Mr. Thompson    Aye

**RESOLUTION 10-1317 WAS NOT UTILIZED**

**RESOLUTION NO. 10-1320**

**IN THE MATTER OF APPROVING A SOFTWARE LICENSE AGREEMENT, A PROFESSIONAL SERVICES AGREEMENT, A NON-DISCLOSURE AGREEMENT AND A SOFTWARE MAINTENANCE AGREEMENT BY AND BETWEEN COURTVIEW JUSTICE SOLUTIONS INC. ("CJS"), AND DELAWARE COUNTY, ON BEHALF OF THE DELAWARE COUNTY JUVENILE AND PROBATE COURT:**

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve the following:

Whereas, The Juvenile/Probate Court Judge And Court Administrator, recommend approval of a software license agreement, a professional services agreement, a non-disclosure agreement and a software maintenance agreement by and between Courtview Justice Solutions Inc. ("CJS"), and Delaware County, on behalf of The Delaware County Juvenile And Probate Court;

Now Therefore Be It Resolved That The Delaware County Board Of Commissioners approves the software license agreement, a professional services agreement, a non-disclosure agreement and a software maintenance agreement by and between Courtview Justice Solutions Inc. ("CJS"), and Delaware County, on behalf of the Delaware County Juvenile And Probate Court.

**SOFTWARE LICENSE AGREEMENT**

This Software License Agreement ("Agreement") is entered into as of the 7<sup>th</sup> day of October, 2010 ("Effective Date") by and between CourtView Justice Solutions Inc., a Delaware corporation, with offices at 5399 Lauby Road, Suite 200, North Canton, OH 44720 ("CJS"), and Delaware County, Ohio, on behalf of the Delaware County Juvenile and Probate Court, with offices at 140 North Sandusky Street, Delaware, Ohio 43015 ("CUSTOMER"), and describes the terms and conditions pursuant to which CJS shall license to CUSTOMER certain CJS Software (as defined below).

**ARTICLE I - DEFINITIONS**

- A. "Confidential Information" means this Agreement and all its schedules, any amendment hereto signed by both parties, all software listings, Documentation, information, data, drawings, benchmark tests, specifications, trade secrets, object code and machine-readable copies of the CJS Software, source code relating to the CJS Software, and any other proprietary information supplied to CUSTOMER by CJS, including all items defined as "confidential information" in any other agreement between CUSTOMER and CJS whether executed prior to or after the date of this Agreement.
- B. "Documentation" means any instructions manuals or other materials, and on-line support files regarding the Use of the CJS Software that is provided by CJS.
- C. "CJS Software" means the computer software programs specified in Schedule 1 and licensed by CJS hereunder.
- D. "Site" means the physical location of one or more CPUs at which CUSTOMER is entitled to Use the CJS Software.
- E. "Software" means CJS Software and Third Party Software provided by CJS.
- F. "Software Maintenance", if purchased by CUSTOMER, means the services described in the separate Maintenance Agreement.
- G. "Third Party Software" means software licensed by a third party, other than CJS, and is provided by CJS subject to such the license of such third party.
- H. "Update" means error corrections or fixes to the version of the CJS Software specified in Schedule 1.

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- I. "Use" means utilization of the Software by CUSTOMER for its own internal information processing services and computing needs

**ARTICLE II - GRANT OF LICENSE**

- A. Upon receipt by CJS of the License Fee agreed to by the parties and subject to the terms and conditions of this Agreement, CJS hereby grants to CUSTOMER a non-exclusive, perpetual, limited, non-transferable license for the number of users specified in Schedule 1 ("Users") to: (1) Use the CJS Software on the CUSTOMER's database servers and application servers designated in Article XI (the database servers and application servers shall be referred to as the "Enterprise"), and (2) use the Documentation in connection with Use of the CJS Software. The CUSTOMER may copy, in whole or in part, any printed material relative to the CJS Software that may be provided by CJS under this Agreement solely for its internal purposes in connection with its use of the CJS Software. Additional copies provided by CJS will be billed to CUSTOMER at CJS' standard rates. CUSTOMER may replace any component of the Enterprise by giving CJS prior written notice of the new servers. Except as provided above, use of CJS Software in excess of limits defined in Schedule 1 or other than on the Enterprise requires additional fees. CUSTOMER'S license is to use the CJS Software in its own business; CUSTOMER has no right to use the CJS Software in processing work for third parties.
- B. The CUSTOMER agrees to keep the original and any copies of that CJS Software at the same location as the CUSTOMER's designated servers, except that a machine-readable copy of the CJS Software may be kept at another facility for archive or emergency restart purposes only. However, if any part of the Enterprise becomes temporarily inoperative the license may be extended to backup servers until such time as the Enterprise becomes operative again at which time all CJS Software will be deleted from the backup servers and returned to the Enterprise
- C. CJS shall issue to CUSTOMER, as soon as practicable after the Effective Date, the number of machine-readable copy or copies of the CJS Software set forth in Schedule 1 for Use at the Sites only, along with the accompanying Documentation.
- D. CUSTOMER shall have the right to use only one copy or image of the CJS Software for production purposes to manage up to the number of Users identified in the Product Schedule (Schedule 1) and shall not copy or use the CJS Software for any other purpose except: (i) for archival purposes, (ii) in connection with a disaster recovery program, and (iii) for the purpose of testing the operation of the CJS Software and/or training on the CJS Software, provided such copies shall not be used in a live production environment. CUSTOMER may not otherwise copy the CJS Software, except as permitted by this Agreement. All copies of the CJS Software will be subject to all terms and conditions of this Agreement. Whenever CUSTOMER is permitted to copy or reproduce all or any part of the CJS Software, all titles, trademark symbols, copyright symbols and legends, and other proprietary markings must be reproduced.
- E. CUSTOMER may increase the number of authorized Users by modification of this Agreement and paying in full the applicable fees. Upon signing the modification and paying in full the applicable fees, CJS shall have the right to monitor the revised number of Users as set forth in that modification.
- F. All of CUSTOMER's records with regard to the Software Use shall be made available to CJS at all reasonable times at CJS' request, and CUSTOMER shall certify to the truth and accuracy thereof.
- F. If any Third Party Software is provided to CUSTOMER pursuant to this Agreement, such license shall be in accordance with terms of that Third Party Software license, or such additional terms as set forth in Schedule 1.

**ARTICLE III – ADDITIONAL SOFTWARE**

In the event the CUSTOMER decides to acquire CJS Software in addition to that indicated in Schedule 1 of this Agreement as of the Effective Date (the "Additional Software"), the parties shall modify this Agreement to include the Additional Software on Schedule 1 and associated license fee(s) and make any other changes necessary for coverage of the Additional Software hereunder. The terms and conditions of this Software License Agreement shall apply to the Additional Software upon execution of such modification.

**ARTICLE IV - LICENSE RESTRICTIONS**

CUSTOMER agrees that it will not itself, or through any parent, subsidiary, affiliate, agent or other third party:

- A. Sell, lease, license or sublicense the CJS Software or the Documentation, except as authorized by CJS;
- B. Decompile, disassemble, or reverse engineer the CJS Software, in whole or in part;

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- C. Allow access to the CJS Software by any User other than CUSTOMER's employees for CUSTOMER's internal purposes, except as authorized by CJS;
- D. Write or develop any derivative software of any other software program based upon the CJS Software or any Confidential Information;
- E. Use the CJS Software to provide processing services to third parties, or otherwise use the CJS Software on a 'service bureau' basis;
- F. Provide, disclose, divulge or make available to, or permit use of the CJS Software by any third party without CJS's prior written consent; or
- G. Modify the CJS Software.

**ARTICLE V - FEES AND PAYMENTS**

- A. In consideration of the license granted pursuant to Article II, CUSTOMER agrees to pay CJS the fees specified in Schedule 1. All license fees are due and payable in full upon the Effective Date.
- B. CUSTOMER shall reimburse CJS for all taxes and charges assessed or imposed with respect to amounts payable hereunder, including, without limitation, state and local, occupation, sales, VAT, GST, use or excise taxes paid or payable by CJS, exclusive, however, of taxes imposed on CJS' net income by the United States or any political subdivision thereof.
- C. CJS reserves the right to apply a late payment charge of 1.5% per month to amounts outstanding more than thirty (30) days after the due date of the invoice.

**ARTICLE VI - NON-DISCLOSURE**

- A. CUSTOMER acknowledges that the Confidential Information constitutes valuable trade secrets and CUSTOMER agrees that it shall use Confidential Information solely in accordance with the provisions of this Agreement and will not disclose, or permit to be disclosed, the same, directly or indirectly, to any third party without CJS's prior written consent. CUSTOMER agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. However, CUSTOMER bears no responsibility for safeguarding information that is publicly available, already in CUSTOMER's possession and not subject to a confidentiality obligation, obtained by CUSTOMER from third parties without restrictions on disclosure, independently developed by CUSTOMER without reference to Confidential Information, or required to be disclosed by order of a court or other governmental entity or pursuant to the Ohio Public Records Act..
- B. CJS acknowledges that, in the course of its performance of this Agreement, it may become privy to certain information that CUSTOMER deems proprietary and confidential. CJS agrees to treat all such information that is identified as proprietary and confidential in a confidential manner and will not disclose or permit to be disclosed the same, directly or indirectly, to any third party without CUSTOMER's prior written consent. However, CJS bears no responsibility for safeguarding information that is publicly available, already in CJS's possession and not subject to a confidentiality obligation, obtained by CJS from third parties without restrictions on disclosure, independently developed by CJS without reference to such information, or required to be disclosed by order of a court or other governmental entity.
- C. In the event of actual or threatened breach of the provisions of A and B above, the parties acknowledge that the non-breaching party may have no adequate remedy at law and will be entitled to seek immediate injunctive and other equitable relief.

**ARTICLE VII – LIMITED WARRANTY AND LIMITATION OF LIABILITY**

- A. Limited Warranty. CJS warrants for a period of ninety (90) days following the date of delivery of the CJS Software to CUSTOMER that the CJS Software will substantially operate according to the specifications set forth in the Documentation. If it is determined by CUSTOMER that the CJS Software does not substantially operate according to such specifications, CJS may, at its option and expense, apply commercially reasonable efforts to designing, coding and implementing programming changes to the source code to correct reproducible errors or correcting misstatements and omissions in the User's Guide and code documentation. Licensee shall report all errors or other defects in the CJS Software to CJS immediately upon their discovery. It is acknowledged that the CJS Software is inherently complex and may contain errors and CJS cannot and does not guarantee to correct all such errors. The remedies set forth in this Article VII, paragraph A constitutes CUSTOMER's sole and exclusive remedy for breach of this Warranty. CJS does not warrant Third Party Software. CJS will transfer any warranty provided by the licensor of the Third Party Software to

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CUSTOMER.

- B. NO OTHER WARRANTIES. CJS MAKES NO OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SOFTWARE OR THE DOCUMENTATION, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT, INCLUDING MAINTENANCE AND SUPPORT. CJS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SOFTWARE, DOCUMENTATION AND SAID OTHER MATERIALS AND SERVICES, AND WITH RESPECT TO THE USE OF ANY OF THE FOREGOING.
- C. LIMITATION ON LIABILITY. NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT, IN NO EVENT WILL CJS BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF COVER OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF THE CJS SOFTWARE OR SERVICES PERFORMED HEREUNDER, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF CJS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, CJS WILL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY DELAY IN DELIVERY OR FURNISHING THE SOFTWARE OR SAID SERVICES. CJS'S LIABILITY UNDER THIS AGREEMENT FOR DAMAGES WILL NOT, IN ANY EVENT, EXCEED THE LICENSE FEE PAID BY CUSTOMER TO CJS UNDER THIS AGREEMENT.

THE PROVISIONS OF THIS ARTICLE VII ALLOCATE RISKS UNDER THIS AGREEMENT BETWEEN CUSTOMER AND CJS. CJS'S PRICING REFLECTS THIS ALLOCATION OF RISKS AND LIMITATION OF LIABILITY.

NO ACTION ARISING OUT OF ANY BREACH OR CLAIMED BREACH OF THIS AGREEMENT OR TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT MAY BE BROUGHT BY EITHER PARTY MORE THAN SIX (6) MONTHS AFTER THE CAUSE OF ACTION HAS ACCRUED. FOR PURPOSES OF THIS AGREEMENT, A CAUSE OF ACTION WILL BE DEEMED TO HAVE ACCRUED WHEN A PARTY KNEW OR REASONABLY SHOULD HAVE KNOWN OF THE BREACH OR CLAIMED BREACH.

NO EMPLOYEE, AGENT, REPRESENTATIVE OR AFFILIATE OF CJS HAS AUTHORITY TO BIND CJS TO ANY ORAL REPRESENTATIONS OR WARRANTY CONCERNING THE CJS SOFTWARE. ANY WRITTEN REPRESENTATION OR WARRANTY NOT EXPRESSLY CONTAINED IN THIS AGREEMENT WILL NOT BE ENFORCEABLE.

**ARTICLE VIII – INDEMNIFICATION FOR INFRINGEMENT**

- A. CJS shall, at its expense, defend or settle any claim, action or allegation brought against CUSTOMER that the CJS Software infringes any copyright, trade secret or other similar proprietary right of any third party and shall pay any final judgments awarded or settlements entered into; provided that CUSTOMER gives prompt written notice to CJS of any such claim, action or allegation of infringement and gives CJS the authority to proceed as contemplated herein. CJS 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 CJS. CUSTOMER shall give such assistance and information as CJS may reasonably require to settle or oppose such claims. In the event any such infringement, claim, action or allegation is brought or threatened, CJS may, at its sole option and expense:
1. procure for CUSTOMER the right to continue Use of the CJS Software or infringing part thereof, or
  2. modify or amend the CJS Software or infringing part thereof or replace the CJS Software or infringing part thereof with other software having substantially the same or better capabilities; or, if neither of the foregoing is commercially practicable,
  3. terminate this Agreement and repay to CUSTOMER the License Fee. CJS and CUSTOMER will then be released from any further obligation to the other under this Agreement, except for the obligations of indemnification provided for above and such other obligations that survive termination.
- B. The foregoing obligations shall not apply to the extent the infringement arises as a result of modifications to the CJS Software made by any party other than CJS or CJS's authorized representative or CUSTOMER's unauthorized use or combination of the CJS Software with software or data not supplied by CJS as part of the CJS Software.
- C. The foregoing states the entire liability of CJS with respect to infringement of any copyright, trade secret or other proprietary right.

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**ARTICLE IX – TERMINATION**

- A. This Agreement may be terminated by CUSTOMER upon thirty (30) days' prior written notice to CJS, with or without cause, provided that no such termination will entitle CUSTOMER to a refund of any portion of the License Fee.
- B. CJS may, by written notice to CUSTOMER, terminate this Agreement and the License granted under Section 2.1 if any of the following events ("Termination Events") occur:
  - 1. CUSTOMER fails to pay any amount due CJS within thirty (30) days after CJS gives CUSTOMER written notice of such nonpayment; or
  - 2. CUSTOMER is in material breach of any nonmonetary term, condition or provision of this Agreement, which breach, if capable of being cured, is not cured within thirty (30) days after CJS gives CUSTOMER written notice of such breach; or
  - 3. CUSTOMER (i) terminates or suspends its business, (ii) becomes insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority, or (iii) becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes; or
  - 4. If any Termination Event occurs, termination will become effective immediately or on the date set forth in the written notice of termination. Termination of this Agreement will not affect the provisions regarding CUSTOMER's or CJS's treatment of Confidential Information, provisions relating to the payment of amounts due, or provisions limiting or disclaiming CJS's liability, which provisions will survive termination of this Agreement.
- C. Within thirty (30) days after the date of termination or discontinuance of this Agreement for any reason whatsoever, CUSTOMER shall return the CJS Software and all copies, in whole or in part, all Documentation relating thereto, and any other Confidential Information in its possession that is in tangible form. CUSTOMER shall furnish CJS with a certificate signed by an executive officer of CUSTOMER verifying that the same has been done.

**ARTICLE X - ASSIGNMENT**

Neither this Agreement nor any rights or obligations hereunder may be assigned or otherwise transferred by either party, in whole or in part whether voluntary or by operation of law, except by way of sale of assets, merger or consolidation, without the prior written consent of the other party, such consent will not be unreasonably withheld, and any attempted assignment without such consent shall be void. No assignment of this Agreement shall be valid until and unless consented to in writing by the non-assigning party and assumed by the assignee in writing. When duly assigned in accordance with the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assignees.

**ARTICLE XI – CUSTOMER’S ENTERPRISE**

CUSTOMER's application server(s) and database server(s) are as follows:

<u>Server(s)</u>	<u>Location(s)</u>
<b>Application Server(s): Test and Production</b>	<b>At a Customer Facility</b>
<b>Database Server(s): Test and Production</b>	<b>At a Customer Facility</b>

**ARTICLE XII - ENTIRE AGREEMENT**

This Agreement and any schedules or exhibits attached thereto contain the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous proposals, discussions, agreements, CUSTOMER issued purchase order or document of like intent or purpose, understandings, commitments, representations of any kind, whether oral or written, relating to the subject matter hereof, except as provided in Article I, paragraph B with respect to the definition of "Confidential Information." It is expressly agreed that if CUSTOMER issues a purchase order or other document for the products provided under this Agreement, no terms, conditions or provisions contained therein shall have any effect on the rights, duties or obligations of the parties under, or in anyway modify, this Agreement, regardless of any failure by CJS to object to such terms, conditions or provisions. This Agreement sets forth the sole and entire understanding between CJS and CUSTOMER with respect to the subject matter. No amendments to this Agreement, either at the execution or subsequently, shall be binding on CJS or CUSTOMER unless agreed to in writing by both parties.



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**ARTICLE XIII – SCHEDULE(S)**

The following Schedule(s) are hereby incorporated into the Agreement:

Schedule 1 (Software License(s) and Fee(s));

**ARTICLE XIV – GENERAL TERMS**

1. All provisions of this Agreement, which by their nature should survive termination of this Agreement, will so survive.
2. CUSTOMER may not export or re-export the Software without the prior written consent of CJS and without the appropriate United States and foreign government licenses.
3. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Delay or failure by either 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 the Agreement be deemed to be a waiver of any other provision.
4. If any term, condition or provision in this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, the parties shall work in good faith to agree such modification that will to the maximum extent possible preserve the original intention of said term, condition or provision. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.
5. This Agreement shall be governed by the laws of the State of Ohio, without regard to its laws relating to conflict or choice of laws.
6. Any communication or notice permitted under the terms of this Agreement or required by law must be in writing, and will be deemed given and effective: (i) when delivered personally with proof of receipt; (ii) when sent by e-mail; (iii) when delivered by overnight express; or (iv) three (3) days after the postmark date when mailed by certified or registered mail, postage prepaid, return receipt requested 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.

**Delaware County  
Juvenile and Probate Court**  
David A. Hejmanowski  
Court Administrator  
140 North Sandusky Street  
Delaware, OH 43015  
DHejmanowski@co.delaware.oh.us

**CourtView Justice Solutions Inc.**  
Kevin Bade  
General Manager  
5399 Lauby Road NW  
North Canton, OH 44720

**Copy to:**  
Aric Hochstettler  
Delaware County Prosecutor, Civil Division  
140 N. Sandusky Street, 3<sup>rd</sup> Floor  
Delaware, Ohio 43015  
740-833-2757  
ahochstettler@co.delaware.oh.us

**Copy to:**  
**CourtView Justice Solutions Inc.**  
Director of Contracts  
5399 Lauby Road NW  
North Canton, OH 44720

7. The parties will seek a fair and prompt negotiated resolution within ten (10) days of the initial notice of the dispute ("Dispute"). If the Dispute has not been resolved after such time, the parties will escalate the issue to more senior levels. If the parties are unable to resolve any dispute at the senior management level, then any controversy, claim or Dispute arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. Before commencing any such arbitration, the parties agree to enter into negotiations to resolve the Dispute. If the parties are unable to resolve the Dispute by good faith negotiation, either party may refer the matter to arbitration. The arbitrator(s) shall be bound to follow the provisions of this Agreement in resolving the Dispute, and may not award any damages excluded by this Agreement. The decision of the arbitrator(s) shall be final and binding on the parties, and any award of the arbitrator(s) may be entered or enforced in any court of competent jurisdiction. The prevailing party will be entitled to recover any relief ordered by the arbitrator(s). Any request for arbitration of a claim by

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either party against the other relating to this Agreement must be filed no later than six (6) months after the date on which CJS concludes performance under this Agreement.

Nothing herein shall prevent either party from seeking a preliminary or permanent injunction to preserve the status quo or prevent irreparable harm during the arbitration process. Any such actions shall be filed in and heard before the courts of Delaware County, Ohio.

8. 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 (Force Majeure), including without limitation, any natural catastrophe, fire, war, riot, strike, or any general shortage or unavailability of materials, components or transportation facilities, 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 notice to the other party with relevant details, and will keep the other party informed of related developments.
9. CUSTOMER acknowledges that CJS may desire to use its name in press releases, product brochures and financial reports indicating that CUSTOMER is a customer of CJS, and CUSTOMER agrees that CJS may use its name in such a manner, subject to CUSTOMER's consent, which consent shall not be unreasonably withheld.
10. This Agreement may be executed in counterparts, each of which so executed will be deemed to be an original and such counterparts together will constitute one and the same agreement.
11. CJS hereby certifies that is, and for the life of this Agreement shall remain, in compliance with any and all applicable Federal, State, or Local laws, rules, regulations, and policies regarding non-discrimination and equal opportunity employment.

**SCHEDULE 1 – SOFTWARE LICENSE(S) AND FEE(S)**

**Schedule 1-Software License(s) and Fee(s)**

Description	List Price	Users
Software		
Courtview CMS	70 \$ 4,050	\$ 283,500
Courtview CMS discount (if accepted before 10-8-10)		(266,910)
Uniface License	70 \$ 600	42,000
Dashboard Add-on	\$19,845	19,845
Courtview CMS Discount (if accepted before 10-8-10)		<u>(19,845)</u>
Net Software		\$ 58,590

The price for Dashboard Add-on is based upon 70 users.

**PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement ("Agreement") is entered into as of the 7<sup>th</sup> day of October, 2010 ("Effective Date") by and between CourtView Justice Solutions Inc., a Delaware corporation, with offices at 5399 Lauby Road, Suite 200, North Canton, OH 44720 ("CJS"), and Delaware County, Ohio, on behalf of Delaware County Juvenile and Probate Court, with offices at 140 North Sandusky Street, Delaware, Ohio 43015 ("CUSTOMER"), and describes the terms and conditions pursuant to which CJS shall provide professional services to CUSTOMER.

1. Scope of Services

CJS will perform the professional services ("Services") and deliver the deliverables ("Deliverables") described in the Statement of Work attached hereto as Exhibit A.

2. Place of Performance

Unless otherwise provided in this Agreement, CJS may perform the Services in whole or in part at CJS's place of business, CUSTOMER's place of business, and/or such other locations as CJS selects.

3. Effective Date; Term

This Agreement shall be effective as of the date first above written (the "Effective Date"), and shall continue in full force and effect until the Services have been completed or the Agreement has been terminated in accordance with this Agreement, whichever first occurs.

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4. Price and Payment Terms

- (a) CUSTOMER will pay CJS on a “time and materials” basis for labor expended and costs and expenses incurred, as described in the Statement of Work and Exhibit B. CJS will use good faith efforts to complete the Services and deliver the Deliverables within the estimated price (“Estimated Price”) set forth in Exhibit B, but does not guarantee that the Services can be completed or the Deliverables can be delivered within the Estimated Price.
- (b) CUSTOMER shall pay to CJS for labor expended in performing the Services an amount computed by multiplying the applicable hourly billing rate set forth in Exhibit B by the number of hours worked. Fractional parts of an hour shall be payable on a prorated basis.
- (c) In addition to paying for labor expended, CUSTOMER shall reimburse CJS for the cost of all goods and materials purchased exclusively for use in performing the Services or which are incorporated into any Deliverable, as well as for all reasonable travel expenses and miscellaneous out-of-pocket expenses incurred in performing the Services. Such costs and expenses shall be subject to the administrative and overhead charge provided in Exhibit B.
- (d) CUSTOMER shall have no obligation to pay CJS more than the Estimated Price. CJS shall have no obligation to provide labor or incur costs or expenses having a combined value more than the Estimated Price, even if the Services have not been completed or the Deliverables delivered, or the results desired by CUSTOMER have not been achieved. The parties may, by mutual written agreement, increase the Estimated Price.
- (e) CUSTOMER shall make payment to CJS according to the schedule and provisions of Exhibit B. CJS shall have a lien upon and may retain or repossess any and all Deliverables if CUSTOMER does not make full payment to CJS.
- (f) Invoiced amounts are due and payable 30 days from the date of the invoice.
- (g) If CUSTOMER’s action or inaction results in non-receipt of payment by CJS for the total amount of an invoice within fifteen (15) days of the due date of such invoice, interest compounded at the rate of one and one half percent (1.5%) per month, or the maximum rate permitted by law if lower, shall thereafter be added to all amounts unpaid and outstanding. If CUSTOMER’s action or inaction results in non-receipt of payment by CJS, CJS shall have the right exercisable in CJS’s sole discretion, in addition to its other rights and remedies, to cease further performance of the Services hereunder.
- (h) Bill To Address. The invoice will be mailed to:  
David A. Hejmanowski  
Court Administrator  
140 North Sandusky Street  
Delaware, OH 43015

5. Resources to be Provided by CUSTOMER

- (a) CUSTOMER shall provide, maintain and make available to CJS, at CUSTOMER’s expense and in a timely manner, the resources described in this section 5, and such other additional resources as CJS may from time to time reasonably request in connection with CJS’s performance of the Services. Delays in the provision of these resources may result in delays in the performance of the Services, or an increase in the Price.
- (b) CUSTOMER will designate qualified CUSTOMER personnel or representatives to consult with CJS on a regular basis in connection with the Services. CUSTOMER will furnish such documentation and other information as is reasonably necessary to perform the Services.
- (c) CUSTOMER shall furnish access to CUSTOMER’s premises, and appropriate workspace for any CJS personnel working at CUSTOMER’s premises, as necessary for performance of those portions of the Services to be performed at CUSTOMER’s premises.

6. Confidentiality

Concurrently with the execution of this Agreement the parties shall execute a Non-Disclosure Agreement in the form and content of Exhibit C attached hereto. The Non-Disclosure Agreement is independent of this Agreement and shall survive the termination of this Agreement. Nothing in this Agreement or in any such Non-Disclosure Agreement shall be deemed to restrict or prohibit CJS from providing to others services and deliverables the same as or similar to the Services and Deliverables.

7. Intellectual Property

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- (a) CUSTOMER and CJS shall each retain ownership of, and all right, title and interest in and to, their respective pre-existing Intellectual Property, and no license therein, whether express or implied, is granted by this Agreement or as a result of the Services performed hereunder. To the extent the parties wish to grant to the other rights or interests in pre-existing Intellectual Property, separate license agreements on mutually acceptable terms will be executed.
- (b) CJS grants to CUSTOMER a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any CJS Intellectual Property incorporated into any Deliverable, solely for CUSTOMER's use of that Deliverable for its internal business purposes. CJS shall retain ownership of and unrestricted right to use any Intellectual Property derived in any fashion or manner hereunder, including from its pre-existing Intellectual Property. The Services performed and any Deliverables produced pursuant to this Agreement are not "works for hire."
- (c) As used herein, "Intellectual Property" shall mean inventions (whether or not patentable), works of authorship, trade secrets, techniques, know-how, ideas, concepts, algorithms, and other intellectual property incorporated into any Deliverable whether or not first created or developed by CJS in providing the Services.

8. Taxes

CUSTOMER represents it is tax exempt and will provide CJS with such proof as reasonably requested. .

9. Termination for Default

- (a) Either party may terminate this Agreement if (i) the other party fails to perform a material obligation of the Agreement and such failure remains uncured for a period of 30 days after receipt of notice from the non-breaching party specifying such failure; or (ii) a party ceases to conduct business, becomes or is declared insolvent or bankrupt, is the subject of any proceeding relating to its liquidation or insolvency which is not dismissed within 90 days or makes an assignment for the benefit of creditors. In addition, CJS may terminate this Agreement effective immediately upon written notice to CUSTOMER if CUSTOMER fails to make any payment in full as and when due hereunder.
- (b) Upon termination for whatever reason and regardless of the nature of the default (if any), CUSTOMER agrees to pay CJS in full for all goods and/or services provided to, and accepted by, CUSTOMER under this Agreement and/or any task order hereto as of the effective date of the Agreement within 30 days of the invoice date.

10. Indemnification

CJS agrees to defend, indemnify, and hold harmless CUSTOMER from and against third party claims, judgments, and awards, as well as the reasonable costs related thereto (hereinafter collectively referred to as "Damages") to the extent such Damages result from the gross negligence or willful acts or omissions of CJS occurring in the performance of its obligations hereunder; provided, such defense and payments are conditioned on the following: (1) that CJS shall be notified in writing by CUSTOMER within 5 business days following its receipt of any such claim; and (2) that CJS shall have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise. CJS shall not be responsible for any Damages or liability resulting, in whole or in part, from the negligence or willful misconduct of CUSTOMER its employees, consultants or agents.

11. Limited Warranty

- (a) CJS warrants that the Services provided under this Agreement shall be performed with that degree of skill and judgment normally exercised by recognized professional firms performing the same or substantially similar services. In the event of any breach of the foregoing warranty, provided CUSTOMER has delivered to CJS timely notice of such breach as hereinafter required, CJS shall, at its own expense, in its discretion either (1) re-perform the non-conforming Services and correct the non-conforming Deliverables to conform to this standard; or (2) refund to CUSTOMER that portion of the Price received by CJS attributable to the non-conforming Services and/or Deliverables. No warranty claim shall be effective unless CUSTOMER has delivered to CJS written notice specifying in detail the non-conformities within 90 days after performance of the non-conforming Services or tender of the non-conforming Deliverables. The remedy set forth in this section 11(a) is the sole and exclusive remedy for breach of the foregoing warranty.
- (b) CJS SPECIFICALLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED STANDARDS, GUARANTEES, OR WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES THAT MAY BE ALLEGED TO ARISE AS A RESULT OF CUSTOM OR USAGE, ANY WARRANTY OF ERROR-FREE PERFORMANCE, OR ANY WARRANTY OF THIRD PARTY PRODUCTS, OR

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FUNCTIONALITY OF THE CUSTOMER'S HARDWARE, SOFTWARE, FIRMWARE, OR COMPUTER SYSTEMS.

- (c) CUSTOMER represents and warrants to CJS that CUSTOMER has the right to use and furnish to CJS for CJS's use in connection with this Agreement any information, specifications, data or Intellectual Property that CUSTOMER has provided or will provide to CJS in order for CJS to perform the Services and to create the Deliverables identified in Exhibit A.

12. Limitation of Liability

- (a) CUSTOMER hereby agrees that CJS's total liability to CUSTOMER for any and all liabilities, claims or damages arising out of or relating to this Agreement, howsoever caused and regardless of the legal theory asserted, including breach of contract or warranty, tort, strict liability, statutory liability or otherwise, shall not, in the aggregate, exceed fees paid to CJS during the previous 12-month period. The parties acknowledge and agree to the foregoing liability risk allocation. Any claim by CUSTOMER against CJS relating to this Agreement must be made in writing and presented to CJS within six (6) months after the date on which this Agreement expires or is otherwise terminated.
- (b) In no event shall either CJS or CUSTOMER be liable to the other for any punitive, exemplary, special, indirect, incidental or consequential damages (including, but not limited to, lost profits, lost business opportunities, loss of use or equipment down time, and loss of or corruption to data) arising out of or relating to this Agreement, regardless of the legal theory under which such damages are sought, and even if the parties have been advised of the possibility of such damages or loss and notwithstanding any failure of essential purpose of any limited remedy.

13. Notices

Any communication or notice permitted under the terms of this Agreement or required by law must be in writing, and will be deemed given and effective: (i) when delivered personally with proof of receipt; (ii) when sent by e-mail; (iii) when delivered by overnight express; or (iv) three (3) days after the postmark date when mailed by certified or registered mail, postage prepaid, return receipt requested 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.

David A. Hejmanowski  
Court Administrator  
140 North Sandusky Street  
Delaware, OH 43015  
DHejmanowski@co.delaware.oh.us  
740-833-2593

**CourtView Justice Solutions Inc.**  
Kevin Bade  
General Manager  
  
5399 Lauby Road NW  
North Canton, OH 44720

**Copy to:**  
Aric Hochstettler  
Delaware County Prosecutor, Civil Division  
140 N. Sandusky Street, 3<sup>rd</sup> Floor  
Delaware, Ohio 43015  
740-833-2757  
ahochstettler@co.delaware.oh.us

**Copy to:**  
**CourtView Justice Solutions Inc.**  
Director of Contracts  
5399 Lauby Road NW  
North Canton, OH 44720

14. Rights and Remedies Not Exclusive

Unless otherwise expressly provided herein, no right or remedy of a party expressed herein shall be deemed exclusive, but shall be cumulative with, and not in substitution for, any other right or remedy of that party.

15. Severability

If any term, condition or provision in this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, the parties shall work in good faith to agree such modification that will to the maximum extent possible preserve the original intention of said term, condition or provision. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

16. Assignment

Neither party may sell, assign, transfer, or otherwise convey any of its rights or delegate any of its duties

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under this Agreement without the prior written consent of the other party, except for the sale of assets, merger or consolidation. Notwithstanding the foregoing, CJS may, without violation of this paragraph, engage the services of independent contractors to assist in the performance of its duties hereunder.

17. Governing Law; Venue

This Agreement shall be governed by and construed under the laws of the State of Delaware, without regard to its laws relating to conflict or choice of laws.

18. Interpretation

The captions and headings used in this Agreement are solely for the convenience of the parties, and shall not be used in the interpretation of the text of this Agreement. Each party has read and agreed to the specific language of this Agreement; therefore no conflict, ambiguity, or doubtful interpretation shall be construed against the drafter.

19. Disputes

The parties will seek a fair and prompt negotiated resolution within ten (10) days of the initial notice of the dispute ("Dispute"). If the Dispute has not been resolved after such time, the parties will escalate the issue to more senior levels. If the parties are unable to resolve any dispute at the senior management level, then any controversy, claim or Dispute arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. Before commencing any such arbitration, the parties agree to enter into negotiations to resolve the Dispute. If the parties are unable to resolve the Dispute by good faith negotiation, either party may refer the matter to arbitration. The arbitrator(s) shall be bound to follow the provisions of this Agreement in resolving the Dispute, and may not award any damages excluded by this Agreement. The decision of the arbitrator(s) shall be final and binding on the parties, and any award of the arbitrator(s) may be entered or enforced in any court of competent jurisdiction. The prevailing party will be entitled to recover any relief ordered by the arbitrator(s). Any request for arbitration of a claim by either party against the other relating to this Agreement must be filed no later than six (6) months after the date on which CJS concludes performance under this Agreement.

Nothing herein shall prevent either party from seeking a preliminary or permanent injunction to preserve the status quo or prevent irreparable harm during the arbitration process. Any such actions shall be filed in and heard before the courts of Delaware County, Ohio.

20. Multiple Copies or Counterparts of Agreement

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall not be effective until the execution and delivery between each of the parties of at least one set of the counterparts.

21. Force Majeure

Neither party shall be liable for any failure of or delay in performance of its obligations (except for payment obligations) under this Agreement to the extent such failure or delay is due to acts of God, acts of a public enemy, fires, floods, power outages, wars, civil disturbances, epidemics, pandemics, sabotage, terrorism, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes (whether or not the employees' demands are reasonable and/or within the party's power to satisfy), failure of common carriers, Internet Service Providers, or other communication devices, acts of cyber criminals, terrorists or other criminals, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, authorizations, licenses, franchises or permits, inability to obtain labor, materials, power, equipment, or transportation, or other circumstances beyond its reasonable control (collectively referred to herein as "Force Majeure Occurrences"). Any such delays shall not be a breach of or failure to perform this Agreement or any part thereof and the date on which the obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays. Neither party shall be liable to the other for any liability claims, damages or other loss caused by or resulting from a Force Majeure Occurrence.

22. Relationship of Parties

CJS is an independent contractor in all respects with regard to this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, agency, or other relationship other than that of contractor and customer.

23. Third Party Beneficiaries

This Agreement does not create, and shall not be construed as creating, any rights or interests enforceable

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by any person not a party to this Agreement.

24. Waiver or Modification

Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Delay or failure by either 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 the Agreement be deemed to be a waiver of any other provision.

25. Entire Agreement; Conflicting Provisions

The Agreement and any schedules and exhibits thereto contain the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous proposals, discussions, agreements, CUSTOMER issued purchase order or document of like intent or purpose, understandings, commitments, representations of any kind, whether oral or written, relating to the subject matter hereof or the Services to be provided hereunder. It is expressly agreed that if CUSTOMER issues a purchase order or other document for the services provided under this Agreement, such instrument will be deemed for CUSTOMER's internal use only, and no terms, conditions or provisions contained therein shall have any effect on the rights, duties or obligations of the parties under, or in anyway modify, this Agreement, regardless of any failure by CJS to object to such terms, conditions or provisions. In the event that any provision in any attachment conflicts with any provision of this Agreement, then this Agreement shall be deemed to control, and such conflicting provision to the extent it conflicts shall be deemed removed and replaced with the governing provision herein.

26. Authorization

Each of the parties represents and warrants that the Agreement is a valid and binding obligation enforceable against it and that the representative executing the Agreement is duly authorized and empowered to sign the Agreement.

27. Survival

All provisions of this Agreement, which by their nature should survive termination of this Agreement, will so survive.

28. Non-Discrimination

CJS hereby certifies that is, and for the life of this Agreement shall remain, in compliance with any and all applicable Federal, State, or Local laws, rules, regulations, and policies regarding non-discrimination and equal opportunity employment.

Exhibit A

Scope of Services

**Scope of Services as per Budgetary Estimate completed <August 31, 2010>.  
Statement of Work to be completed and delivered after Contract Execution.**

Exhibit B

Price and Payment

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<b>PROFESSIONAL SERVICES</b>			
	<b>Est Hours</b>	<b>Hourly Rate</b>	<b>Est Total</b>
<b>1.0 Baseline Services</b>			
1.1 Project Management	60	\$ 175.00	\$ 10,500.00
1.2 Remote Software Installation and Setup (fee)		\$ 5,000.00	\$ 5,000.00
1.3 Data Conversion from Legacy System (remote)	400	\$ 175.00	\$ 70,000.00
1.4 Technical Services	16	\$ 175.00	\$ 2,800.00
1.5 Training Preparation	48	\$ 175.00	\$ 8,400.00
1.6 On-site Courtview Train the Trainer	216	\$ 175.00	\$ 37,800.00
1.7 On-site Go-Live Support	64	\$ 175.00	\$ 11,200.00
1.8 Dashboard Training Preparation and Training (remote service)	6	\$ 175.00	\$ 1,050.00
1.9 Dashboard Project Management and Coordination (remote service)	2	\$ 175.00	\$ 350.00
Subtotal, Professional Services	812		\$ 147,100.00
Professional Services Discount (if accepted before October 8, 2010)		\$ 25.00	\$ (20,300.00)
<b>Net Professional Services</b>			\$ 126,800.00
<b>Estimated Travel Costs</b>			\$ 7,000.00
<b>Estimated Services Total</b>	812		\$ 133,800.00

Estimated Price:

Total estimated price

CJS may take the following actions, in its discretion: (i) Use fewer hours of one labor category and more hours of another category or categories, and (ii) Vary the expenditures between the estimated labor amounts and the other direct cost expenditures (e.g., use more labor and less travel).

Future Services Rates

The Rates noted above in this contract are discounted to reflect a total project cost. Future rates for services beyond the current term will be at CJS then current rate, unless otherwise agreed by the parties. CJS reserves the right to adjust these rates without prior notification to the CUSTOMER. All rates quoted exclude travel expenses. The CUSTOMER will be responsible for all travel expenses.

**EXHIBIT C  
NON-DISCLOSURE AGREEMENT**

This Nondisclosure Agreement ("Agreement") is entered into as of the 7<sup>th</sup> day of October, 2010 ("Effective Date") by and between CourtView Justice Solutions Inc., a Delaware corporation, with offices at 53999 Lauby Road, Suite 200, North Canton, OH 44720 ("CJS"), and Delaware County, Ohio, on behalf of the Delaware County Juvenile and Probate Court, with offices at 140 North Sandusky Street, Delaware, OH 43015 ("CUSTOMER"), and describes the terms and conditions pursuant to which CJS and CUSTOMER will confidential information.

WHEREAS, the parties have entered into a Professional Services Agreement and each party (the "Disclosing Party") desires to disclose certain confidential and proprietary information to the other party (the "Receiving Party") in connection therewith.

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth herein, the parties agree as follows:

1. **Confidential Information.** For purposes of this Agreement, "Confidential Information" means inventions, ideas, intellectual property, formulae, patterns, compilations, programs, methods, techniques, processes, data, designs, algorithms, source code, object code, research plans, business plans, financial forecasts, business opportunities, agreements, vendor lists, pricing lists, customer lists, personnel lists, financial statements and similar information, whether written or oral, that derives independent economic value from not being generally known to the public and is the subject of reasonable efforts to maintain its secrecy. Notwithstanding the foregoing, Confidential Information shall not include information that (a) is or becomes generally available to the public other than as a result of disclosure thereof by the Receiving Party; (b) is or becomes available to the Receiving Party on a non-confidential basis from a source (other than the Disclosing Party) which is not prohibited from disclosing such Confidential Information to the Receiving Party by a legal, contractual or fiduciary obligation to the Disclosing Party; (c) Receiving Party can demonstrate is independently developed by Receiving Party without use, directly or indirectly, of any Confidential Information; or (d) is required to be disclosed by order of a court or other governmental entity or pursuant to the Ohio Public Records Act. Disclosing Party shall designate Confidential



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Information as such prior to, during or immediately after disclosure. Disclosing Party shall mark any physical materials as Confidential Information and shall identify any oral information as Confidential Information at the time of disclosure. The foregoing notwithstanding, the terms of this Agreement also pertain to information not otherwise identified as Confidential Information if Receiving Party otherwise knows or should reasonably be expected to know of its confidential nature.

2. Restrictions on Use and Disclosure. Confidential Information furnished directly or indirectly by the Disclosing Party to the Receiving Party or to any directors, officers, employees, agents, attorneys, accountants, advisors, affiliates and other representatives and potential financing sources of the Receiving Party (collectively, "Representatives") whether obtained by or furnished to the Receiving Party prior, contemporaneously or subsequent to the date hereof, shall be kept confidential and shall not, without the Disclosing Party's express prior written consent, be disclosed by the Receiving Party or its Representatives in any manner whatsoever, in whole or in part, and shall not be used by the Receiving Party or its Representatives other than in connection with the Proposed Transaction. Without limitation of the foregoing, each party agrees that it will not use the Confidential Information independently or with third parties, directly or indirectly, to solicit the business of any person or entity, to provide services to any person or entity, or otherwise to compete with the Disclosing Party. The obligations of this paragraph shall survive for five (5) years from date that Disclosing Party first discloses such Confidential Information to the Receiving Party.

3. Standard of Care. Each party agrees to reveal the Confidential Information only to its Representatives who need to know the Confidential Information for the purpose of the Proposed Transaction, who are informed of the confidential nature of the Confidential Information and who agree to act in accordance with the terms and conditions of this Agreement. The Receiving Party shall be responsible for any breach of this Agreement by its Representatives. Each party agrees to take all reasonable precautions necessary to safeguard the Confidential Information from disclosure to any person or entity other than its Representatives. The parties agree that no disclosure of Confidential Information under this Agreement shall constitute a waiver of any applicable privilege, including but not limited to the privileges pertaining to attorney-client communications and attorney work product. Each party also agrees not to use or disclosure any Confidential Information in violation of securities or insider trading laws and to take reasonable steps to ensure compliance by its employees and agents. The Receiving Party shall be responsible for compliance with laws pertaining to the export of the Confidential Information.

4. Term. This Agreement shall be effective as of the date written in the introductory paragraph hereof and shall continue until the earliest of (a) the termination of the Proposed Transaction, (b) notice of termination by one party to the other, or (c) the one-year anniversary hereof. Any termination or expiration of this Agreement shall be subject to the survival provision below.

5. Records. Each party to this Agreement shall keep a written record of Confidential Information furnished to it by the Disclosing Party and of the location of such Confidential Information. All copies of the Confidential Information shall be returned to the Disclosing Party immediately (a) in the event the Proposed Transaction is not consummated, (b) upon the termination of this Agreement or (c) at any other time upon the Disclosing Party's request.

6. No Ownership or Warranty. Nothing contained in this Agreement shall be construed as granting any ownership rights, by license or otherwise, in any Confidential Information disclosed by a party. The Receiving Party acknowledges that the Disclosing Party makes no express or implied representation or warranty as to the accuracy or completeness of the Confidential Information, and the Receiving Party agrees that the Disclosing Party shall have no liability hereunder with respect to the Confidential Information, or errors or omissions therein. The Receiving Party agrees that it is not entitled to rely on the accuracy or completeness of the Confidential Information and shall be entitled to rely solely on the representations and warranties, if any, made to it by the Disclosing Party in any final written agreement regarding the Proposed Transaction.

7. Compelled Disclosure. Each Party to this Agreement acknowledges the competitive value and confidential nature of the Confidential Information and that use of such Confidential Information by Receiving Party or disclosure thereof to any third party could be competitively harmful to the Disclosing Party. In the event the Receiving Party or any party to which it transmits the Confidential Information pursuant to this Agreement becomes legally compelled to disclose any of the Confidential Information, the Receiving Party shall provide the Disclosing Party with prompt notice so that the Disclosing Party may seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, the Receiving Party shall furnish only that portion of the Confidential Information which it is advised by written opinion of counsel is legally required, and the Receiving Party shall exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Confidential Information.

8. Remedies. Each party to this Agreement acknowledges and agrees that, given the nature of the Confidential Information and the competitive damage that would result if the Confidential Information is used by the Receiving Party other than as is provided for herein or disclosed to any third party, money damages would not be a sufficient remedy for any breach of this Agreement, and that, in addition to all other remedies, the aggrieved party shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach. The parties further agree to waive any requirement for the securing or posting of any bond in connection with such remedy.

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9. Miscellaneous.

- 9.1. The obligations assumed by the parties pursuant to paragraphs 2, 3, 6, 7, 8, 9.4, 9.8 and 9.9 hereof shall survive the expiration or earlier termination of this Agreement.
- 9.2. No provision of this Agreement may be waived unless in writing, signed by all of the parties hereto. Waiver of any one provision of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other provision. This Agreement may be modified or amended only by a written agreement executed by all of the parties hereto.
- 9.3. This Agreement shall be governed and construed in accordance with the laws of the State of Ohio, without regard to choice of law principles.
- 9.4. Neither this Agreement nor any duties or obligations hereunder shall be assigned or transferred by a party without the prior written approval of the other party, which approval shall not be unreasonably conditioned, withheld or denied.
- 9.5. All notices under this Agreement will be in writing and will be delivered by personal service, facsimile or certified mail, postage prepaid, or overnight courier to such address as may be designated from time to time by the relevant party, which initially shall be the address set forth on the signature page to this Agreement. Any notice sent by certified mail will be deemed to have been given five (5) days after the date on which it is mailed. All other notices will be deemed given when received. No objection may be made to the manner of delivery of any notice actually received in writing by an authorized agent of a party.
- 9.6. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any manner.
- 9.7. Neither party shall make any public announcement concerning this Agreement or the Proposed Transaction without the advance approval of the other party. Notwithstanding the foregoing, if the parties are unable to agree on a mutually acceptable announcement, a party may nevertheless issue a press release if it is advised by counsel that such release is necessary to comply with applicable securities or similar laws.
- 9.8. Each party represents and warrants that the person signing on its behalf has the requisite authority to bind the respective party to the terms and conditions contained herein.
- 9.10. This Exhibit C contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written.

**SOFTWARE MAINTENANCE AGREEMENT**

This Software Maintenance Agreement ("Agreement") is entered into as of the 7<sup>TH</sup> day of October, 2010 ("Effective Date") by and between CourtView Justice Solutions Inc., (CJS) with offices at 5399 Lauby Road, Suite 200, North Canton, Ohio 44720 ("CJS"), and Delaware County, Ohio, on behalf of the Delaware County Juvenile and Probate Court, with offices at 140 North Sandusky Street, Delaware, Ohio 43015 ("Customer"), and describes the terms and conditions pursuant to which CJS shall provide software maintenance services to Customer for certain Software (as defined below). Intending to be legally bound, the parties hereby mutually agree to the following terms and conditions:

A. BACKGROUND

1. CJS and Customer are parties to a Software License Agreement pursuant to which Customer has licensed certain software products ("Software") from CJS. "Software" expressly excludes software licensed by a third party.
2. The Software paid-up license fee includes a warranty without charge as set forth in the Software License Agreement. In addition, support and maintenance ("Maintenance") for the Software is available. Maintenance includes bug fixes and telephone support and may include, if they are made available by CJS, software updates and enhancements.
3. The purpose of this Agreement is to set forth the terms and conditions upon which the parties have agreed Maintenance will be provided to the Customer for the Software, and to which the Customer, at its option, may subscribe annually to Maintenance from CJS. Except as expressly provided in this Agreement, CJS does not provide Maintenance for third party software that is licensed by a party other than CJS.

B. TERMS AND CONDITIONS

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1. Term

Maintenance shall commence on October 7, 2010 (the "Effective Date"), and shall have an initial term of twelve (12) months ("Initial Term"). The term shall automatically renew each year thereafter on the anniversary of the Effective Date for an additional twelve (12) month period ("Subsequent Term") unless terminated as set forth below.

2. Scope of Maintenance Services

CJS will provide the Maintenance as described in Schedule 2. Pursuant to this Agreement, Customer may request additional services beyond Maintenance at CJS then current time and materials rates. CJS will provide tier one support for third party software purchased from CJS, tier two and three support and revisions and upgrades will be provided by the manufacturer of such third party software.

All software development, design, documentation, and programs necessary to operate and maintain the systems described herein that were produced by CJS shall remain the proprietary property of CJS. Restriction of this proprietary property does not limit the Customer from making such copies of programs, documentation, and software-related materials for internal use. Disclosure of such materials to third parties or other contractors is strictly forbidden without the express written consent of CJS.

3. Customer Responsibility for Environment

To operate the supported software, CJS will provide Customer with a definition of minimum requirements for the Customer's environment, infrastructure and related applications, which include, but are not limited to, Customer's operating system, database tools, and other support tools. CJS will provide Customer with at least ninety (90) days written notice of changes to those minimum requirements. Customer must meet those minimum requirements or CJS may decline to provide Maintenance. CJS has no obligations to upgrade the supported software because of Customer's changes to its environment, infrastructure and related applications, including, but are not limited to, Customer's operating system, database tools and other supported tools.

4. Software Maintenance Fee – Paid Up License

In consideration of the Maintenance services to be provided for the initial term, Customer shall pay to CJS the Maintenance Fee in Schedule 1. For each Subsequent Term, CJS reserves the right to change the annual Maintenance fee by providing Customer written notice of the increase at least forty-five (45) days prior to start date for any Subsequent Term.

5. Additional Software – Paid Up License

In the event the Customer requires maintenance for additional Software (the "Additional Software"), the parties may mutually agree to modify this Agreement to include the Additional Software on Schedule 1 and make any other changes necessary for coverage of the Additional Software hereunder. The Software Maintenance Fee due under this Agreement shall also be modified to include a pro rated amount of the annual maintenance fee for the Additional Software covering the term remaining under then current term of this Agreement. The Maintenance Fee for this initial period of coverage shall be in an amount equal to twenty two percent (22%) of the license fee paid for the Additional Software. For the first Subsequent Term, the amount due for the Additional Software shall be of the full value of the 22% of the cost of the license fee. Thereafter, any change in the amount of annual Maintenance Fee due shall be provided as set out in this Agreement

6. Other Fees and Expenses

If onsite maintenance is required, Customer will pay reasonable travel and living expenses of CJS' employees or agents, which shall be billed and paid as the expenses are incurred. Onsite labor shall be provided on an hourly rate basis at the then current rates. Travel and living expenses shall be incurred in accordance with CJS' standard travel policy.

7. Payment Terms

- a. Payment for Maintenance for initial and subsequent terms is due and payable within thirty (30) days of the date of each billing. Upon thirty days written notice to Customer of the intent to suspend Maintenance, CJS may, at its sole election and without prejudice to other remedies herein, suspend support under this agreement if Customer fails to pay invoice by the ninety day after the invoice date. Restatement of Maintenance under this agreement requires all overdue payments to be paid in full.
- b. CJS reserves the right to apply a late payment charge of 1.5% per month to amounts outstanding more than thirty (30) days after the payment due date.

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8. Default and Termination

- a. The Customer shall have the right to terminate Maintenance upon delivery of written notice at least thirty (30) days prior to start date of any Subsequent Term.
- b. Either party may terminate this Agreement if: (i) the other party fails to perform a material obligation of this Agreement, and if such failure remains uncured 30 days after receipt of written notice from the non-breaching party specifying the failure; or (ii) a party ceases to conduct business, becomes or is declared insolvent or bankrupt, is the subject of any proceeding relating to its liquidation or insolvency which is not dismissed within 90 days or makes an assignment for the benefit of creditors. In addition, CJS may terminate this Agreement effective upon thirty (30) days written notice to Customer if Customer fails to make any payment in full as and when due hereunder and does not cure within that thirty (30) days.
- c. In the event that Maintenance is terminated by CJS, CJS shall have no continuing obligations to the Customer of any nature whatsoever with respect to Maintenance. Furthermore, termination by CJS pursuant to the provisions hereof shall be without prejudice to any right or recourse available to CJS, and without prejudice to CJS' right to collect any amounts, which remain due to it hereunder.

9. Limited Warranties

- a. Software. CJS warrants for a period of ninety (90) days following the date of delivery of any software under this agreement that it will substantially operate according to the documentation and product literature provided by CJS. If it is determined by Customer that the software does not substantially operate according to such documentation provided by CJS, CJS may, at its option and expense, apply commercially reasonable efforts to designing, coding and implementing programming changes to the source code to correct reproducible errors or correcting misstatements and omissions in the User's Guide and code documentation. Customer shall report all errors or other defects in the software to CJS immediately upon their discovery. It is acknowledged that the Software is inherently complex and may contain errors and CJS cannot and does not guarantee to correct all such errors. The remedies set forth in this section constitutes Customer's sole and exclusive remedy for breach of this Warranty. CJS does not warrant Third Party Software. CJS will transfer any warranty provided by the licensor of the Third Party Software to Customer. Third Party Software is software that is not proprietary to CJS.
- b. Services. CJS warrants that the Services provided under this Agreement shall be performed with that degree of skill and judgment normally exercised by recognized professional firms performing the same or substantially similar services. In the event of any breach of the foregoing warranty, provided Customer has delivered to CJS timely notice of such breach as hereinafter required, CJS shall, at its own expense, in its discretion either (1) re-perform the non-conforming Services and correct the non-conforming Deliverables to conform to this standard; or (2) refund to Customer that portion of the Price received by CJS attributable to the non-conforming Services and/or Deliverables. No warranty claim shall be effective unless Customer has delivered to CJS written notice specifying in detail the non-conformities within 90 days after performance of the non-conforming Services or tender of the non-conforming Deliverables. The remedy set forth in this section is the sole and exclusive remedy for breach of the foregoing warranty.
- c. NO OTHER WARRANTIES. CJS MAKES NO OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SOFTWARE OR THE DOCUMENTATION, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT, INCLUDING MAINTENANCE AND SUPPORT. CJS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SOFTWARE, DOCUMENTATION AND SAID OTHER MATERIALS AND SERVICES, AND WITH RESPECT TO THE USE OF ANY OF THE FOREGOING.

10. Limitation of Liability and Indemnification

- a. Customer hereby agrees that CJS' total liability to Customer for any and all liabilities, claims or damages arising out of or relating to this Agreement, howsoever caused and regardless of the legal theory asserted, including breach of contract or warranty, tort, strict liability, statutory liability or otherwise, shall not, in the aggregate, exceed fees paid to CJS hereunder during the previous 12-month period. The parties acknowledge and agree to the foregoing liability risk allocation. Any claim by Customer against CJS relating to this Agreement must be made in writing and presented to CJS within six (6) months after the date on which this Agreement expires or is otherwise terminated.
- b. In no event shall either party be liable to the other for any punitive, exemplary, special, indirect, incidental or consequential damages (including, but not limited to, lost profits, lost business opportunities, loss of use or equipment down time, and loss of or corruption to data) arising out of

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or relating to this Agreement, regardless of the legal theory under which such damages are sought, and even if the parties have been advised of the possibility of such damages or loss and notwithstanding any failure of essential purpose of any limited remedy.

- c. CJS agrees to defend, indemnify, and hold harmless CUSTOMER from and against third party claims, judgments, and awards, as well as the reasonable costs related thereto (hereinafter collectively referred to as "Damages") to the extent such Damages result from the gross negligence or willful acts or omissions of CJS occurring in the performance of its obligations hereunder; provided, such defense and payments are conditioned on the following: (1) that CJS shall be notified in writing by CUSTOMER within 5 business days following its receipt of any such claim; and (2) that CJS shall have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise. CJS shall not be responsible for any Damages or liability resulting, in whole or in part, from the negligence or willful misconduct of CUSTOMER its employees, consultants or agents.

11. General Terms

- a. Neither party may sell, assign, transfer, or otherwise convey any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party except in the event of sale of assets, merger or consolidation. Notwithstanding the foregoing, CJS may without violation of this paragraph engage the services of independent contractors to assist in the performance of its duties hereunder.
- b. All provisions of this Agreement, which by their nature should survive termination of this Agreement, will so survive.
- c. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Delay or failure by either 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 the Agreement be deemed to be a waiver of any other provision.
- d. If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any manner. If any term, condition or provision in this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, the parties shall work in good faith to agree such modification that will to the maximum extent possible preserve the original intention of said term, condition or provision. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.
- e. This Agreement shall be governed by the laws of the State of Ohio, without regard to its laws relating to conflict or choice of laws. Subject to paragraph g below, the parties agree that the sole jurisdiction and venue for actions related to the subject matter hereof shall be the state and U.S. Federal courts in the State of Ohio. Both parties consent to the jurisdiction of such courts and waive any objections regarding venue in such courts.
- f. Any communication or notice permitted under the terms of this Agreement or required by law must be in writing, and will be deemed given and effective: (i) when delivered personally with proof of receipt; (ii) when sent by e-mail; (iii) when delivered by overnight express; or (iv) three (3) days after the postmark date when mailed by certified or registered mail, postage prepaid, return receipt requested 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**

David A. Hejmanowski  
Court Administrator  
140 North Sandusky Street  
Delaware, OH 43015  
DHejmanowski@co.delaware.oh.us

**CourtView Justice Solutions, Inc**

Kevin Bade  
General Manager  
5399 Lauby Road  
Suite 200  
North Canton, Ohio 44720  
Tel. No. 330.470.4280  
Fax No. 330.494.2483

**Copy to:**

**Copy to:**

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Aric Hochstettler  
Delaware County Prosecutor, Civil Division  
140 N. Sandusky Street, 3<sup>rd</sup> Floor  
Delaware, Ohio 43015  
740-833-2757  
ahochstettler@co.delaware.oh.us

Sandra McFarland  
Director of Contracts  
CourtView Justice Solutions, Inc  
5399 Lauby Road, Suite 200  
North Canton, Ohio 44720

- g. The parties will seek a fair and prompt negotiated resolution within ten (10) days of the initial notice of the dispute (“Dispute”). If the Dispute has not been resolved after such time, the parties will escalate the issue to more senior levels. If the parties are unable to resolve any dispute at the senior management level, then any controversy, claim or Dispute arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. Before commencing any such arbitration, the parties agree to enter into negotiations to resolve the Dispute. If the parties are unable to resolve the Dispute by good faith negotiation, either party may refer the matter to arbitration. The arbitrator(s) shall be bound to follow the provisions of this Agreement in resolving the Dispute, and may not award any damages excluded by this Agreement. The decision of the arbitrator(s) shall be final and binding on the parties, and any award of the arbitrator(s) may be entered or enforced in any court of competent jurisdiction. The prevailing party will be entitled to recover any relief ordered by the arbitrator(s). Any request for arbitration of a claim by either party against the other relating to this Agreement must be filed no later than six (6) months after the date on which CJS concludes performance under this Agreement.

Nothing herein shall prevent either party from seeking a preliminary or permanent injunction to preserve the status quo or prevent irreparable harm during the arbitration process.

- h. Neither party shall be liable for any failure of or delay in performance of its obligations (except for payment obligations) under this Agreement to the extent such failure or delay is due to acts of God, acts of a public enemy, fires, floods, power outages, wars, civil disturbances, epidemics, pandemics, sabotage, terrorism, accidents, insurrections, blockades, emb argoes, storms, explosions, labor disputes (whether or not the employees' demands are reasonable and/or within the party's power to satisfy), failure of common carriers, Internet Service Provides, or other communication devices, acts of cyber criminals, terrorists or other criminals, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, authorizations, licenses, franchises or permits, inability to obtain labor, materials, power, equipment, or transportation, or other circumstances beyond its reasonable control (collectively referred to herein as "Force Majeure Occurrences"). Any such delays shall not be a breach of or failure to perform this Agreement or any part thereof and the date on which the obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays.
- i. This Agreement and any schedules or exhibits attached thereto contain the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous proposals, discussions, agreements, Customer issued purchase order or document of like intent or purpose, understandings, commitments, representations of any kind, whether oral or written, relating to the subject matter hereof. It is expressly agreed that if Customer issues a purchase order or other document for the services provided under this Agreement, such instrument will be deemed for Customer's internal use only, and no terms, conditions or provisions contained therein shall have any effect on the rights, duties or obligations of the parties under, or in anyway modify, this Agreement, regardless of any failure by CJS to object to such terms, conditions or provisions. This Agreement sets forth the sole and entire understanding between CJS and Customer with respect to the subject matter.
- j. CJS hereby certifies that is, and for the life of this Agreement shall remain, in compliance with any and all applicable Federal, State, or Local laws, rules, regulations, and policies regarding non-discrimination and equal opportunity employment.

**SCHEDULE 1  
SOFTWARE COVERED UNDER THIS MAINTENANCE AGREEMENT**

<b>Software</b>	<b>Support Period</b>	<b>Amount</b>	<b>Billing Frequency</b>
CourtView and Uniface	1 Year	\$35,000	Annual
Dashboard Add-On	1 Year	\$4,366	Annual
<b>Total</b>		<b>\$39,366</b>	

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**SCHEDULE 2**  
**MAINTENANCE TERMS**

**1. SUPPORT SERVICES**

Customer will authorize and identify a reasonable number of contacts who may initiate support with CJS. These named users must be technically capable and familiar with the products covered under this agreement. Customer will perform basic troubleshooting before contacting CJS to eliminate issues caused by other variables such as applications, power, hardware, security, infrastructure, and environment. CJS reserves the right to decline support to Customer named users not authorized to initiate support.

CJS will provide support after confirming Customer has been unable to resolve the issue through its own troubleshooting. Once the reported problem can be reproduced and documented, and resolution identified such as assistance provided over the phone, application working as documented, configuration change, or programming change, the ticket will be closed. If a programming change is required, the ticket will remain open until the updated fix is delivered in a future release.

Maintenance includes bug fixes and telephone support and may include, if they are made available by CJS, software updates.

**2. CORRECTION OF DEFECTS**

In the event the Customer encounters an error and/or malfunction ("Defect") in the CJS Software because it is not conforming to documentation provided by CJS, it shall communicate the circumstances and any supporting information to CJS. Upon receipt, CJS will respond as follows:

- A. In the event that, in the mutual and reasonable opinion of CJS and the Customer, there exists a Defect that does not constitute a serious impediment to the normal intended use of the CJS Software, CJS will correct the Defect and distribute the correction to the Customer in accordance with CJS' normal software revision schedule.
- B. In the event that, in the mutual and reasonable opinion of CJS and the Customer, there exists a Defect that does constitute a serious impediment to the normal intended use of the CJS Software, CJS will take such steps as are reasonably required to correct the Defect promptly.

**3. SOFTWARE REVISIONS AND NEW VERSIONS**

- A. CJS Software may be revised by CJS as a result of (i) emergency correction of Defect, (ii) periodic correction of Defects and/or (iii) the release of upgrades or improvements or modifications designed to improve the performance of the CJS Software and/or to increase the capabilities of the CJS Software (hereafter "Revisions").

Revisions will be provided at no additional charge during the term of the Software Maintenance Agreement.

- B. New versions ("New Versions") of the CJS Software may be issued by CJS from time to time (excluding 3rd party software). A New Version substantially changes the architecture and /or coding structure of the application, and the New Version is not written as an add-on to the current software code base. CJS will, from time to time, release new products (including New Versions) and/or modules, which CJS will make available to Customer at the then-current price(s).
- C. All Revisions and New Versions will be transmitted to the Customer electronically unless otherwise mutually agreed. The Customer shall be solely responsible for executing the appropriate instructions in order to transfer the Revisions or New Versions onto to its system unless otherwise mutually agreed in writing.
- D. If Customer reports a Defect to CJS that can be resolved through upgrading to a New Version, Customer must upgrade to said New Version and CJS is not obligated to correct the Defect through remediation of the older version unless otherwise mutually agreed in writing.
- E. CJS Software is designed as standard products and not as customized systems. CJS recognizes the need for some Customer customization; however, CJS reserves the right to control the design, performance, and integration of CJS products and, as a result, may reject Customer requests for modifications or enhancements that are inconsistent with CJS' product strategy.
- F. CJS will use commercially reasonable efforts to modify the CJS Software in order to maintain its existing functionality and provide functionality required as a result in changes to the law,

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regulations, or rules of the Customer's State jurisdiction. A change to the law, regulations, or rules of the Customer's State jurisdiction that requires new functionality is an enhancement. CJS, at its sole discretion, may elect to add such enhancements to the product as a revision. If Customer requires such enhancement prior to CJS decision, if any, to add to the product, the Customer will be required to pay for such additional services at CJS' then current time and materials rate. In either case, the Customer shall timely notify CJS in writing of all requested legislative updates. The notice shall contain a summary of the modifications, identifying the applications and functions to be modified as well as detailed specification of the required changes. The Customer shall also provide a complete text, including effective date, of the legislation and/or order mandating the modifications. CJS shall then prepare a detailed functional for approval by Customer and the timeline required for implementation. Nothing in this provision requires CJS to undertake extraordinary efforts to complete the legislative updates or provide new functionality except as Additional Services. Customer agrees to cooperate with other customers in the jurisdiction to agree upon appropriate specifications.

**4. TECHNICAL LITERATURE**

CJS shall make available to the Customer technical literature that CJS considers relevant to the SOFTWARE and its use within the scope of Customer's operations.

**5. REMOTE DIAGNOSTIC ACCESS**

The Customer shall provide appropriate remote access capabilities by which CJS may, with the permission of the Customer, remotely access the SOFTWARE for the purpose of remote diagnostics and support.

**6. PROPER USE**

- A. The Customer agrees that all reasonable effort shall be taken to ensure that neither the CJS Software nor data files are misused.
- B. In the event that the Customer or its agents misuses the CJS Software or data files, including, but not limited to, inserting, updating, deleting or otherwise modifying data through a means other than the CJS Software, although CJS is not obligated to correct such misuse, CJS may attempt to correct the situation, if possible, at Customer's expense.
- C. In the event that diagnostic assistance is provided by CJS, which, in the reasonable opinion of CJS, relates to problems not caused by a Defect in the CJS Software, such assistance shall be at the Customer's expense.

**7. ADDITIONAL SERVICES**

- A. The Customer may desire to have additional modifications or minor enhancements performed; the fees for these services shall be in accordance with CJS' then current time and materials rates. Specific services include requirements analysis, preparation of functional and programming specifications, software development, testing, documentation, installation, file conversion, training, and help desk support. CJS shall provide an estimate of cost prior to performing any of the above services. CJS is available to perform these modifications within the scope of this Agreement or under a separate agreement.
- B. Additional support outside the scope of the support services described in this Agreement may be available to the Customer upon request. These services shall be performed on a time and materials basis.

**8. RESPONSE TIMES AND AVAILABILITY**

- A. Definition. The Customer Support Department is the primary means of communication between the Customer and CJS regarding all CJS software issues. Customer Support provides the most efficient means to track, manage, and resolve all CJS software issues.
- B. Response Time. CJS target average response to Customer's request for assistance via the Customer Support Department is within four (4) business hours of receipt. Response time is defined as the time it takes CJS to provide the Call Tracking Number to the Customer.
- C. Resolution Time. Resolution time will vary depending on the severity and complexity of the reported problem. Resolution time is defined as the time it takes CJS to sufficiently remedy the problem or return the system to operational status. Resolution may mean that a temporary fix has been provided to correct a problem until a permanent solution can be delivered. Elapsed time for development effort is not included in Resolution time.





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**Woods of Powell North Phase 2, Part 2**                      1180 feet of 8- inch sewer                      4- manhole

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

Vote on Motion    Mr. O'Brien            Aye    Mr. Thompson    Aye    Mr. Hanks            Aye

**RESOLUTION NO. 10-1324**

**IN THE MATTER OF APPROVING CHANGE ORDER #7 TO THE INTERGOVERNMENTAL COOPERATION AGREEMENT AND DESIGN-BUILD AGREEMENT FOR THE LOWER SCIOTO WATER RECLAMATION FACILITY:**

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve the following:

**CHANGE ORDER**  
**Order No. 7**  
**Date: October 7, 2010**  
**Agreement Date: 11/01/07**

**NAME OF PROJECT:** Lower Scioto Water Reclamation Facility

**CONTRACTS:** Intergovernmental Cooperation Agreement and Design-Build Agreement; both dated November 1, 2007

The following changes are hereby made to the CONTRACT DOCUMENTS:

**Provide: First Energy Fee = \$14,571.00**

Justification: Additional fee required by First Energy to connect to electrical service.

**Change to Contract Price:**

Original Contract Price: \$21,986,625.00  
 Current Contract Price adjusted by previous Change Order: \$22,572,384.16  
 The Contract Price due to this Change Order will be increased by: \$14,571.00  
 The new Contract Price including this Change Order will be: \$22,586,955.16

**Change to Contract Time:**

The Contract Time will be (increased/decreased) by zero (0) calendar days

**Approvals Required:**

To be effective this Order must be approved as required by Section II of the Intergovernmental Cooperation Agreement.

**Recommended By:** Delaware County Sanitary Engineer

**Approved By:** Board of County Commissioners, Delaware County, Ohio

**Further Be It Resolved, that the Board of County Commissioners approve a purchase order increase in the amount of \$14,571.00 (P1005244 Concord/Scioto Community Authority)**

Vote On Motion                      Mr. Thompson    Aye    Mr. O'Brien            Aye    Mr. Hanks            Aye

**RESOLUTION NO. 10-1325**

**IN THE MATTER OF APPROVING WORK CHANGE DIRECTIVE #1 TO THE INTERGOVERNMENTAL COOPERATION AGREEMENT AND DESIGN-BUILD AGREEMENT FOR THE LOWER SCIOTO WATER RECLAMATION FACILITY:**

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following:

**WORK CHANGE DIRECTIVE**  
**Directive No. 1**  
**Date: October 7, 2010**  
**Agreement Date: 11/01/07**

**NAME OF PROJECT:** Lower Scioto Water Reclamation Facility

**CONTRACT:** Intergovernmental Cooperation Agreement and Design-Build Agreement; both dated November 1, 2007

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**The following changes are hereby made to the CONTRACT:**

**1. Process Pump Station Electrical Panels (dispute item 1)** – The designer uses a Type 1 MCC and 120v panels. The process pump station is open to the environment on three sides. Even though the panels are under roof, they are still exposed to wind blown dust and rain. To comply with NEC 110.11 and 110.20

1. Convert the Motor Control Center (MCC) and 120 volt panels from NEMA 1 enclosures to NEMA 12 enclosures to provide protection against dust, light, and windborne rain.
2. Construct wing wall on east side of the south door. The wall to be the height of the doorway and extend from the doorway, parallel to the side of the MCC, to within an inch of the front of the MCC.
3. Relocate two light switches on the east side of the south doorway to provide access to the switches when wing wall is built.
4. Provide similar wing wall on the west side of the south doorway to protect adjacent variable frequency drives.

**2. Digester Elevation Change (dispute item 2)** – Raise the elevation of the digesters.

**3. Raw Pump Station (dispute item 3)** – The County will allow the use of FRP form planks.

**4. Instantaneous Water Heaters on Emergency Showers (dispute item 4)** – A tank style water heater was substituted for the designed instantaneous water heater due to a problem with the power supply to the unit. This appears to be a design problem. The designer should have used a tank type heater in the first place if there was a power supply problem or resigned the power supply to be compatible with the instantaneous water heater. The County will allow the use of tank water heaters in place of the instantaneous water heaters.

**5. Plant Drain Sewer (dispute item 6)** – The County will allow the plant drain sewer, originally designed to connect to manhole MH-B on the plant influent sewer, to be re-routed to the raw pump station wet well as constructed. The Contractor shall provide the necessary safety equipment to access the plant drain sewer in the wet well including hoist, tripod, self retracting lifeline, and safety harness with front and back “D” rings. All safety equipment provided must be acceptable to the County and meet confined space requirements.

**6. Hydraulic Grinder Units (dispute item 7)** – The Contractor to raise the units to a height that allows drainage into standard five gallon bucket.

**7. Moyno Sampling Pumps (dispute item 10)** – Installed equipment is acceptable as modified. The Contractor shall install a sampling location in the post treatment building.

**8. Clarifier Control Panel (dispute item 11)** – Contractor to relocate panels as directed by the County.

**9. HVAC Louvers (dispute item 12)** – Installed equipment is acceptable as modified. The County accepts the Contractor’s proposal to plant evergreen trees on the west side of the Pretreatment Building to allow a reduction in wind load (see attached sketch).

**10. Progressive Cavity Pump (dispute item 13)** – Installed equipment is acceptable as modified. The rotor specified was to be 316 stainless steel with 0.01 inch thickness of chrome plate. The rotor supplied was made of alloy steel with 0.01 inch thickness of chrome plate. The water seal solenoid valve was specified with a stainless steel body but was provided with a brass body. Contractor to provide one spare rotor and one spare solenoid valve per each pump model provided.

**11. Vertical Turbine Pump (dispute item 15)** - Installed equipment is acceptable as modified. A bronze impeller was substituted for a specified stainless steel impeller. Contractor will provide one (1) spare bronze impeller for each vertical turbine pump.

**12. Raw Pump Station Crane Hoist (dispute item 18)** – The County accepts the substitution of a David Round 203 Series Explosion Proof Chain Hoist in place of the specified hoist.

**13. Sample Room Ceiling (dispute item 22)** – The County will accept the drywall ceiling in place of the specified ceiling.

**14. Sampler Control Panel (dispute item 29)** – The County will accept the NEMA 4X Fiberglass control panel in place of the specified panel provided if the holes in the bottom of the panel are properly plugged for the panel to retain the NEMA 4X designation as requested in the punchlist.

**15. Pay Application No. 22 (dispute item 30)** – You can release payment based upon issuance of Work Directive and Change Orders.

**16. DVD Training Sessions (dispute item 31)** – DVD training sessions of strainers and vertical turbine pumps are acceptable to the County

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**Approvals Required:**

To be effective this Order must be approved as required by Section II of the Intergovernmental Cooperation Agreement.

**Recommended By:** Delaware County Sanitary Engineer

**Approved By:** Board of County Commissioners, Delaware County, Ohio

Vote On Motion            Mr. Hanks            Aye    Mr. O'Brien            Aye    Mr. Thompson    Aye

**DISCUSSION CONCERNING CONTENTS INSURANCE FOR THE DELAWARE COUNTY LAW LIBRARY****DISCUSSION CONCERNING REIMBURSEMENT OF 911 FUNDS FROM DELAWARE COUNTY TO THE CITY OF DELAWARE****COMMISSIONERS' COMMITTEES REPORTS****Commissioner Hanks**

- Meeting With Tracewell Systems
- AHP Company Will Have Jobs Transferred To Delaware Location
- Attended The DKMM Meeting
- Attended The Frontier Open House

**Commissioner O'Brien**

- Attended The DKMM Meeting; Commissioner B. Miller Appointed Him To A Committee To Recommend Officers For Next Year
- Attended The Frontier Open House

**Commissioner Thompson**

- Attended The Frontier Open House
- Board of Revisions

**RESOLUTION NO. 10-1326**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT, EMPLOYMENT, DISMISSAL, DISCIPLINE, PROMOTION, DEMOTION OR COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES AND FOR PENDING OR IMMINENT LITIGATION:**

It was moved by Mr. Hanks, seconded by Mr. O'Brien to adjourn into Executive Session at 11:00AM.

Vote on Motion   Mr. Thompson    Aye    Mr. Hanks            Aye    Mr. O'Brien            Aye

**RESOLUTION NO. 10-1327****IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:**

It was moved by Mr. O'Brien, seconded by Mr. Hanks to adjourn out of Executive Session at 11:58AM.

Vote on Motion   Mr. Hanks            Aye    Mr. Thompson    Aye    Mr. O'Brien            Aye

**RECESS SESSION UNTIL 1:00PM****RECONVENE SESSION AT 1:00PM****DISCUSSION CONCERNING CONTENTS INSURANCE FOR THE DELAWARE COUNTY LAW LIBRARY****RESOLUTION NO. 10-1328**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT, EMPLOYMENT, DISMISSAL, DISCIPLINE, PROMOTION, DEMOTION OR COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC:**

It was moved by Mr. Hanks, seconded by Mr. Thompson to adjourn into Executive Session at 1:12PM.

Vote on Motion   Mr. O'Brien            Aye    Mr. Thompson    Aye    Mr. Hanks            Aye

**RESOLUTION NO. 10-1329**

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**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:**

It was moved by Mr. Hanks, seconded by Mr. O'Brien to adjourn out of Executive Session at 3:20PM.

Vote On Motion            Mr. Thompson    Aye    Mr. O'Brien        Aye    Mr. Hanks        Aye

**RESOLUTION NO. 10-1330**

**IN THE MATTER OF APPROVING THE PURCHASE OF CONTENTS INSURANCE FOR THE DELAWARE COUNTY LAW LIBRARY:**

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve the following:

Whereas, the Delaware County Law Library contains numerous old, even antique, books, a large collection of print and CDROM materials, seven computers for legal research, and other items, and

Whereas, Delaware County has a \$100,000.00 deductible for property loss in each loss event, and

Whereas, the Delaware County Law Library Resources Board (DC-LLRB) fund has sufficient funds to cover the expense,

The Delaware County Law Library Resources Board (DC-LLRB) is granted permission to continue paying for content insurance on the Law Library through their own separate policy with Ohio Mutual, listing Delaware County as an additional insured, for coverage of up to and including \$100,000.00, at a cost of approximately \$1,800.00 per year.

Vote On Motion            Mr. Thompson    Aye    Mr. O'Brien        Aye    Mr. Hanks        Aye

**RESOLUTION NO. 10-1331**

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

It was moved by Mr. O'Brien, seconded by Mr. Hanks to adjourn into Executive Session at 3:22PM.

Vote on Motion    Mr. Thompson    Aye    Mr. Hanks        Aye    Mr. O'Brien        Aye

**RESOLUTION NO. 10-1332**

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:**

It was moved by Mr. O'Brien, seconded by Mr. Hanks to adjourn out of Executive Session at 3:55PM.

Vote on Motion    Mr. Hanks        Aye    Mr. Thompson    Aye    Mr. O'Brien        Aye

**RESOLUTION NO. 10-1333**

**IN THE MATTER OF ADJOURNING THE MEETING:**

It was moved by Mr. O'Brien, seconded by Mr. Hanks to adjourn the meeting.

Vote On Motion            Mr. Hanks        Aye    Mr. O'Brien        Aye    Mr. Thompson    Aye

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Todd Hanks

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Ken O'Brien

COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY  
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Tommy Thompson

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Jennifer Walraven, Clerk to the Commissioners