

**COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 11, 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. 10-1337

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD OCTOBER 7, 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 7, 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

RESOLUTION NO. 10-1338

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM SPECIAL MEETING HELD OCTOBER 8, 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 special session on October 8, 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. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

PUBLIC COMMENT

Bert Auburn With ACS Enterprise Solution, Inc. (Dave Weaver Accompanied Him But Did Not Speak) Addressed Concerns And Accusations On Resolution No. 10-1342 (Taking From The Table The Motion From October 7, 2010; 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)

Mr. Richard Bird, Proposed Questions And Concerns On Resolution No. 10-1345 (In The Matter Rejecting All Bids For A Comprehensive Recording Software Solution For The Delaware County Recorder's Office)

**BOB GREENLAW, 911 COMMUNICATIONS DIRECTOR
UPDATE ON THE NEW PATRIOT PHONE SYSTEM INSTALLATION AND ACTIVATION**

RESOLUTION NO. 10-1339

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1008, MEMO TRANSFERS IN BATCH NUMBERS MTAPR1008:

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1008, memo transfers in batch numbers MTAPR1008 and Purchase Orders as listed below:

**COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 11, 2010**

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Facilities Department	Job/Family Postal Services	22411605-5331	\$ 9,400.00
Treasurer	Retainage-Jail	41411434-5410	\$30,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Desc</u>	<u>Line Account</u>	<u>Line Amount</u>	<u>Line Number</u>
R1006373	COURTVIEW JUSTICE SOLUTIONS	COURTVIEW SYSTEM	41411435 - 5452	\$120,000.00	0001

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

RESOLUTION NO. 10-1340**IN THE MATTER OF APPROVING THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1008GC:**

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1008GC.

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

RESOLUTION NO. 10-1341**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

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

Environmental Services is requesting that Len Wagner attend The 2010 Jack Doheny Public Works Equipment Show in Twinsburg, Ohio on October 14, 2010 at no cost.

The Engineer's Office is requesting that Ron Ford and Chris McGrew attend the 2010 Superintendents & Mechanics Conference in Mt. Sterling, Ohio October 27-28, 2010 at the cost of \$447.00 (Fund Number 29214001).

The Engineer's Office is requesting that John Link and Brad Pickworth attend the 2010 Superintendents & Mechanics Conference in Mt. Sterling, Ohio, October 27-28, 2010 at the cost of \$236.00 (Fund Number 29214001)

The Engineer's Office is requesting that Rob Riley, Doug Riedel, Erik Mackling, Ryan Mraz and Andrew Fortman attend the 2010 OTEC Conference in Columbus, Ohio October 19-20, 2010 at the cost of \$773.00 (Fund Number 29214001)

The Engineer's Office is requesting that Rob Riley attend Steam Beam Sop Fabrication Visit in Union Town Pennsylvania October 6, 2010 at the cost of 176.00 (Fund Number 29214001)

The Child Support Enforcement Agency is requesting that Kelly Mills attend the OCDA Committee Meeting in Columbus, Ohio October 20-22, 2010, at the cost of \$12.00 (Fund Number 23711630).

The Child Support Enforcement Agency is requesting that Christine Dobrovich, Kelly Mills, Sandra Distantis, Adena Gray, Jerika Pounds, Erynn Ringles, Lesless Millington, Wendy Shannon, Sharon Cole, Andrea DelCol, and Regina Prouty attend the OCDA Fall Conference in Columbus, Ohio at various times October 21-22, 2010, at the cost of \$1,050.00 (Fund Number 23711630).

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

RESOLUTION NO. 10-1342**IN THE MATTER OF TAKING FROM THE TABLE THE MOTION FROM OCTOBER 7, 2010; 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. O'Brien, seconded by Mr. Hanks to take from the table the motion from October 7, 2010; 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.

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

**COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 11, 2010**

THE FOLLOWING PROPOSED RESOLUTION WAS PREVIOUSLY MOVED AND SECONDED BEFORE BEING TABLED

RESOLUTION NO. 10-1343

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 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 ____ 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, 1st 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 ___ 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

COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 11, 2010

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 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 are 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. Thompson Nay Mr. Hanks Nay Mr. O'Brien Nay

RESOLUTION NO. 10-1344

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 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. Thompson Aye Mr. O'Brien Nay Mr. Hanks Aye

RESOLUTION NO. 10-1345

IN THE MATTER REJECTING ALL BIDS 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, on August 19, 2010, the Delaware County Board of Commissioners (the "Board") adopted Resolution No. 10-1095, Approving Specifications and Setting Date and Time for the Request for Bids for a Comprehensive Recording Software Solution for the Delaware County Recorder's Office; and

WHEREAS, pursuant to the bid documents, the Board reserves the right to reject any or all bids; and

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

Section 1. The Board hereby rejects all bids for a comprehensive recording software solution for the Delaware County Recorder's Office.

Section 2. This Resolution shall take immediate effect upon adoption.

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

RESOLUTION NO. 10-1346

IN THE MATTER OF APPROVING AN EMERGENCY ADDITIONAL SHORT-TERM CONTRACT BETWEEN THE BOARD OF DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY RECORDER AND ACS ENTERPRISE SOLUTION, INC. FOR A COMPREHENSIVE RECORDING

**COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 11, 2010**

SOFTWARE SOLUTION FOR THE DELAWARE COUNTY RECORDER'S OFFICE:

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

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is entered into this 11th day of October, 2010 by and between ACS State & Local Solutions, Inc. (A New York Corporation), DBA ACS Government Records Management (hereinafter referred to as "the Contractor" or "ACS") with principal offices located at 7030 Fly Road, P. O. Box 4889, Syracuse, New York, 13221, and Delaware County, Ohio, by and through the Delaware County Board of County Commissioners, (hereinafter referred to as "the County") with principal offices located at 101 North Sandusky Street, Delaware, Ohio 43015 (hereinafter collectively the "Parties").

WHEREAS, the Contractor and County entered into a Contract for Professional Services (hereinafter referred to as "the Original Contract") executed on and effective as of December 31, 2003; and

WHEREAS, on November 27, 2006, the Original Contract was extended for three (3) years until December 31, 2009 (hereinafter "First Addendum"); and

WHEREAS, on December 30, 2009, Contractor and County extended the Original Contract through June 30, 2010 (hereinafter "Second Addendum"); and

WHEREAS, on July 19, 2010, Contractor and County entered into a new, short-term contract through December 31, 2010 or up to \$25,000 (hereinafter "Third Addendum"), intended to continue operations of the Recorder's Office during the competitive bidding process for a long-term contract; and

WHEREAS, the competitive bidding process for a long-term contract has resulted in the rejection of all bids and the commencement of a new competitive bidding process; and

WHEREAS, the Delaware County Commissioners determines that, because the continuation of uninterrupted operations of the Recorder's Office constitutes a real and present emergency, an additional short-term contract is necessary during the competitive bidding process for a long-term contract;

NOW THEREFORE, intending to be legally bound, the Parties hereto agree as follows:

1. All provisions of the Original Contract, First Addendum, Second Addendum, and Third Addendum are, by this reference, hereby fully incorporated herein. In the event of a conflict of terms or conditions, the terms and conditions of this Agreement shall supersede any previous term or condition.
2. This Agreement shall be effective as of the date first stated above and shall continue in full force and effect until March 7, 2011, subject to Section 4 of this Agreement.
3. The County shall compensate the Contractor at a total amount not to exceed Twenty-Four Thousand Nine Hundred Ninety-Nine Dollars (\$24,999).
4. The County may terminate this Agreement for convenience upon written notice to the Contractor, effective ten (10) days after the date of the notice. Contractor shall be entitled to compensation for any services rendered up through the effective date of termination, subject to the limit stated in Section 3 of this Agreement.
5. The Agreement, and those documents expressly incorporated by reference herein, constitutes the entire agreement and supersedes all prior representations, proposals, contracts, discussions and communications, whether oral or in writing. This Agreement may be modified only in writing in accordance with State of Ohio laws and as mutually agreed upon by the Parties and shall be enforceable in accordance with its terms when signed by both parties hereto.
6. If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

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

RESOLUTION NO. 10-1347

IN THE MATTER OF APPROVING AN OWNER'S AGREEMENT FOR ROYAL BELFAST WIDENING:

**COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 11, 2010**

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

Whereas, the County Engineer recommends approval of the owner's agreement;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the owner's agreement.

Royal Belfast Widening

OWNER'S AGREEMENT

THIS AGREEMENT made and entered into this 11TH day of October 2010 by and between the **COUNTY OF DELAWARE** (acting through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **VILLAGE COMMUNITIES**, hereinafter called the **OWNER**, as evidenced by the Engineering and Construction Plan entitled **ROYAL BELFAST WIDENING**, which was approved by the **County Engineer**, hereinafter called the **Plan**, is governed by the following considerations to wit:

- 1) The **OWNER** is to construct, install or otherwise make all of the improvements as shown and set forth to be performed and completed on the **PLAN**, which is part of this **AGREEMENT**.
- 2) The **OWNER** shall pay the entire cost and expense of said improvements.
- 3) The **OWNER** is to provide an irrevocable letter of credit or other approved financial warranties in the amount of **NINETY-ONE THOUSAND THREE HUNDRED FIFTY-SEVEN DOLLARS (\$91,357)** payable to the **BOARD OF COUNTY COMMISSIONERS** to insure the faithful performance of this **AGREEMENT** and the completion of all of the said improvements in accordance with the current **"Delaware County Engineering and Surveying Standards for Subdivision Development"** and current **"Subdivision Regulations of Delaware County, Ohio"**. Said financial warranty will be released and returned to the **OWNER** within thirty (30) days of the acceptance of the improvements by the **COUNTY**.
- 4) The **OWNER** shall deposit inspection fees in the amount of **SEVEN THOUSAND THREE HUNDRED DOLLARS (\$7,300)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the project and acceptance of the improvements by the **DELAWARE COUNTY COMMISSIONERS**, the remaining amount in the fund shall be returned to the **OWNER**.
- 5) The **OWNER** is to complete all construction to the satisfaction of the **COUNTY** as evidenced by an approval letter from the **Delaware County Engineer**.
- 6) The **OWNER** shall hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the construction of said improvements.
- 7) The **OWNER** will at all times during the construction of said improvements maintain thru traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the **Delaware County Engineer**. Construction signs, barricades and lights shall be placed as needed on the job site as in accordance with the **Ohio Department of Transportation "Uniform Traffic Control Devices"** and **"Traffic Control for Construction and Maintenance"**.
- 8) The **OWNER** further agrees that any violation of or noncompliance with any of the provisions as stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **Delaware County Engineer** shall have the right to stop work forthwith and use the surety for the completion of the improvements.
- 9) If the **OWNER** should become unable to carry out the provisions of this **AGREEMENT**, the **OWNER'S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.
- 10) Upon approval and acceptance of the improvements, the original copy of the **PLAN** shall become the property of the **COUNTY** and shall be filed in the office of the **Delaware County Engineer**.
- 11) In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants to the **OWNER** or his agent the right and privilege to make the said improvements stipulated herein.

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

RESOLUTION NO. 10-1348

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

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

Whereas The Below Requests To Perform Work Within The Right Of Way Have Been Reviewed And Approved By The Delaware County Engineer;

Now Therefore Be It Resolved That The Following Permits Are Hereby Approved By The Board Of Delaware

COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 11, 2010

County Commissioners:

Permit #	Applicant	Location	Type of Work
U10-090	WIDE OPEN WEST	WORTHINGTON RD	INSTALL CABLE

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

RESOLUTION NO. 10-1349

IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN KENNETH EVANS AND THE BOARD OF DELAWARE COUNTY COMMISSIONERS FOR SAWMILL PARKWAY:

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

Whereas, the County Engineer recommends approval of the contract of sale and purchase between Kenneth Evans And The Board Of Delaware County Commissioners for Sawmill Parkway;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the contract of sale and purchase between Kenneth Evans And The Board Of Delaware County Commissioners for Sawmill Parkway.

**CONTRACT OF SALE AND PURCHASE
VACANT LAND/IMPROVEMENTS**

WITNESSETH: On this 11th day of October, 2010, Kenneth D. Evans, whose address is 2665 Bean-Oller Road, Delaware, Ohio 43015, hereinafter, the SELLER, in consideration of the mutual promises, agreements, and covenants herein do hereby grant, remise, and sell to the Board of County Commissioners of Delaware County, Ohio, whose address is 101 North Sandusky Street, Delaware, Ohio 43015, hereinafter the PURCHASER, the following described premises, hereinafter the PROPERTY, to wit:

See Attached Exhibit A (Property Description)
36 WL, WD, T Sawmill Parkway Extension

By this reference, Exhibit A is incorporated herein and made a part hereof as if fully rewritten herein.

TERMS OF PURCHASE:

1. PURCHASER promises and agrees to pay to the SELLER the total sum of One Hundred Sixty Thousand Dollars (\$160,000.00) which total sum to be paid the SELLER pursuant to this CONTRACT shall be in exchange and constitute the entire compensation for all of the following:
 - (A) All title, rights, and interest in and to the PROPERTY; and,
 - (B) For damages to any residual lands of the SELLER; and,
 - (C) For SELLER's covenants herein; and,
 - (D) For expenses related to the relocation of the SELLER, their family, and business; and,
 - (E) For any supplemental instruments necessary for transfer of title.

It is understood and agreed that the SELLER is responsible for all delinquent taxes and assessments on the PROPERTY, including, but not limited to, penalties and interest and all other real estate taxes and assessments which are a lien on the PROPERTY on the date of closing. The current calendar year's taxes are to be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever date is earlier. SELLER is also responsible for all future installments of special assessments levied and assessed against the PROPERTY, whether these special assessments have or have not been certified to the county auditor for collection, provided those installments are a lien on the PROPERTY at the date of transfer. The PURCHASER may hold in escrow a sufficient amount of the purchase money to satisfy the above items. Any balance remaining after taxes, assessments, etc. are discharged, shall be refunded to the SELLER and any deficiency shall be the responsibility of the SELLER.

2. Closing shall occur at a time and place agreed upon between the parties, but no later than 30 days after notification of the SELLER by the PURCHASER that PURCHASER is ready to close. All title and interest in the PROPERTY shall transfer from the SELLER to the PURCHASER and closing shall occur within ninety (90) days. This date by which transfer and closing must occur may be modified via a signed writing mutually agreed upon by all parties to this CONTRACT.
3. SELLER agrees to transfer, sell, and convey, upon the fulfillment of all the obligations and terms of this CONTRACT, by a good and sufficient deed of general warranty of title, with full release of dower, to said PURCHASER, its successors and assigns, the PROPERTY in fee simple, together with all the

**COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 11, 2010**

appurtenances and hereditaments thereunto belonging and improvements now located thereon and all fixtures of every nature now attached or used with said land and improvements.

4. SELLER further agrees to release to the PURCHASER, its heirs, successors and assigns, any and all abutters rights or easements, including access rights to and from the PROPERTY, what ever
5. the nature of such access rights, including but not limited to, across, in, over, upon, and above, appurtenant to any remaining lands of the SELLER not sold, transferred, or conveyed to the PURCHASER pursuant to this CONTRACT of which the PROPERTY now forms a part. (This paragraph applies to limited access parcels only.)
6. SELLER further agrees to execute supplemental instruments necessary for the construction and maintenance over, across, and upon the PROPERTY, necessary for the road, street, and/or highway project for which the PROPERTY was acquired.
7. SELLER further agrees to transfer, sell, and convey the PROPERTY with release of dower and warranting the same free and clear from all liens and encumbrances whatsoever, excepting zoning restrictions and public utility easements of record.
8. SELLER further agrees to assist wherever possible to procure, record, and deliver to the PURCHASER releases and cancellations of all interest in such title, including, but not limited to tenants, lessees or others now in possession, or in any manner occupying or having an interest in the PROPERTY, and all assessment claims against the PROPERTY.
9. Prior to acceptance by the PURCHASER, the execution of this CONTRACT by the SELLER shall constitute an offer to sell which shall continue for a period of twenty (20) days from the date of such execution. Upon acceptance of this CONTRACT by the PURCHASER within said period, it shall constitute a valid and binding CONTRACT of Sale and Purchase.
10. SELLER agrees that the PURCHASER may designate an escrow agent who shall act on behalf of both parties in connection with the consummation and closing of this CONTRACT.
11. SELLER also agrees that he will not destroy, change, alter, or damage the existing character of the PROPERTY. The SELLER understands and hereby assumes the risk of and any and all damage, change, or alteration that may occur to the PROPERTY between execution of this CONTRACT and the date the PURCHASER takes possession of the PROPERTY and hereby agrees to indemnify the PURCHASER for any and all such damage, change, or alteration that occurs.

In the event that any damage, change, alteration or destruction occurs to the PROPERTY resulting from any cause whatsoever, prior to the date possession is surrendered to the PURCHASER, the SELLER agrees to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER, or to accept the purchase price consideration, hereinabove stated, less the cost of restoration. In the event the SELLER refuses to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER or to accept the money consideration less the cost of such restoration as hereinabove stated, the PURCHASER may, at its option after discovery or notification of such destruction, change, alteration, damage, removal, or injury, terminate this CONTRACT by signed written notice to said SELLER. In addition to termination of the CONTRACT, PURCHASER hereby preserves and may exercise any and all legal options, actions, causes, or remedies that are or may be available to the PURCHASER. Nothing in this provision or this CONTRACT shall be interpreted to limit the PURCHASER from exercising any such available legal options, actions, causes, or remedies.

12. Until such time as the SELLER completely vacates the PROPERTY, the SELLER agrees to indemnify, save and hold the PURCHASER, and all of its officers, employees, agents, servants, representatives, and volunteers free and harmless from any and all claims of liability, whatever the source or nature, related to the SELLER's use and occupation of the PROPERTY and from any and all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the SELLER's use or occupation of the PROPERTY. The SELLER shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the PURCHASER or any of its officers, employees, agents, servants, representatives, and volunteers by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees.
13. The SELLER hereby acknowledges that the compensation or consideration specified in this CONTRACT represents and is the full and total amount of compensation and consideration that the SELLER will and is entitled to receive from the PURCHASER in exchange for, in relation to, and in connection with the transfer of the PROPERTY. The SELLER and the SELLER's heirs, executors, administrators, successors, and assigns hereby forever release the PURCHASER from any and all

**COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 11, 2010**

claims for any damages, injuries, or any additional compensation or consideration than is expressly provided for in this CONTRACT. The SELLER hereby further forever releases the PURCHASER from any and all claims the SELLER, and the SELLER's heirs, administrators, executors, successors, and assigns may make as related to the transfer of the PROPERTY, costs associated with the transfer of the PROPERTY, for any damage to any residue property as a result of the transfer, for any damage or injury suffered to the SELLER or the SELLER's business as a result of relocating from the PROPERTY, for expenses related to the relocation of the SELLER, their family, and business, or any other cost, damage, or injury, whatever the source or nature, associated with or the result of the transfer of the PROPERTY.

14. This CONTRACT shall be binding upon the SELLER and the SELLER's heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the PURCHASER, its heirs, successors and assigns.
15. If any item, condition, portion, or section of this CONTRACT or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this CONTRACT and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
16. This CONTRACT shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this CONTRACT shall be filed in and heard before the courts of Delaware County, Ohio.
17. This CONTRACT and its Attachments shall constitute the entire understanding and agreement between the SELLER and the PURACHER, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
18. This CONTRACT shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

(Exhibit A -Property Description-available in the Engineer's Office until no longer of administrative value).

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

RESOLUTION NO. 10-1350

IN THE MATTER OF APPROVING A PARTICIPATION AGREEMENT BY AND BETWEEN THE COUNTY COMMISSIONERS ASSOCIATION OF OHIO SERVICES CORPORATION; THE DELAWARE COUNTY CHILD SUPPORT ENFORCEMENT AGENCY AND THE OHIO CSEA DIRECTOR'S ASSOCIATION REGARDING THE EMPLOYMENT VERIFICATION SERVICE PROGRAM PERFORMED BY THE TALX CORPORATION:

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

Whereas, the Director of The Child Support Enforcement Agency recommends the participation agreement by and between The County Commissioners Association Of Ohio Services Corporation; The Delaware County Child Support Enforcement Agency And The Ohio CSEA Director's Association regarding the Employment Verification Service Program Performed By The TALX Corporation;

Therefore Be It Resolved, that the Commissioners approve the participation agreement by and between The County Commissioners Association Of Ohio Services Corporation; The Delaware County Child Support Enforcement Agency And The Ohio CSEA Director's Association regarding the Employment Verification Service Program Performed By The TALX Corporation;

**PARTICIPATION AGREEMENT REGARDING THE
EMPLOYMENT VERIFICATION SERVICE PROGRAM
OF THE
COUNTY COMMISSIONERS ASSOCIATION SERVICE CORPORATION**

This Participation Agreement regarding the employment verification services to be performed by TALX Corporation is entered into for usage of the program as of July 1, 2010 through June 30, 2011, by and between the County Commissioners Association of Ohio Service Corporation ("CCAOSC"), an Ohio for profit corporation and the {Please enter your agency name} Delaware County CSEA, Ohio, an entity under the auspices of the political subdivision of the State of Ohio("Participant") and the Ohio CSEA Directors' Association ("OCDA" or "Manager").

**COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 11, 2010**

RECITALS

WHEREAS, CCAOSC wishes to continue assisting Ohio counties which are members of the County Commissioners Association of Ohio (CCAO) and which choose to participate either for themselves or on behalf of boards, agencies, districts or other instrumentalities which are affiliated with them in securing competitively priced employment verification services;

WHEREAS, CCAOSC wishes to avail itself of the expertise of the Ohio CSEA Directors' Association ("OCDA") in relation to the administration of employment verification services;

WHEREAS, in May of 2009, the OCDA was advised by ODJFS that TALX would not be considered a sole source vendor by ODJFS for the provision of certain employment and income verification services previously supplied to local county agencies;

WHEREAS, in response to such information a Request for Proposals ("RFP") was developed and issued in June of 2009 that solicited bids for "Employment Verification Services". Notice of the RFP was forwarded to 38 different companies identified by ODJFS as possible providers of this service, was advertised in the Columbus Dispatch for 2 successive weeks and was posted on the OCDA website;

WHEREAS, one proposal was timely received from TALX and it was determined that a contract could be properly be entered into with that entity;

WHEREAS, ORC Section 9.48(B) is the enabling statute that permits a political subdivision to participate in a joint purchasing program operated by a state association of political subdivisions in which the purchasing political subdivision is eligible for membership;

WHEREAS, ORC Section 9.48(C) exempts certain purchases by a political subdivision from competitive bidding through participation in an association program described in ORC Section 9.48(B);

WHEREAS, on June 26, 2009, the Universal Membership Agreement was executed by representatives of TALX and on July 29, 2009 by representative of CCAOSC and OCDA; and

WHEREAS, CCAOSC and the Participant(s) agree that it is necessary and desirable that this Agreement be entered into in order to provide a program that is needed to provide employment verification services at a statewide price.

NOW THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, the CCAOSC, the Participant(s) and the Manager agree as follows:

SECTION 1. DEFINITIONS

Agreement - this Participation Agreement as the same may be amended, modified or supplemented in accordance with Section 3 hereof.

Manager - the OCDA which will be responsible for all of the administrative activities and Program Administrative Expenses associated with the Universal Membership Agreement.

Participant(s) - an Ohio county which is a member of the CCAO as well as its boards, agencies, districts or other instrumentalities that are taking part in the Program. The Participants for this Agreement may be the County Job & Family Services Agency, the County Child Support Enforcement Agency or the Children's Services Agency which is taking part in the Program. If another agency is providing services through contract with the local family services agency that requires usage of employment verification services, that agency may be a participant if it is requested by the county family services agency contracting with the non family services agency for the services. A Participant must be: i) a member of OCDA either through a full membership for a county family services agency which includes the child support enforcement agency; or ii) an associate membership for a family services agency which does not include a child support enforcement agency.

Program— the use of the Universal Membership Agreement for obtaining employment verification services.

Program Administrative Expense(s) - all reasonable administrative costs incurred by the Manager of Universal Membership Agreement. The administrative expenses will be assessed at ten (10) cents per income verification transaction. The administrative expenses will be monitored during the year and adjusted accordingly on an annual basis. Participants will be notified of any change to the Program Administrative Expense for any subsequent contracts for employment verification services by March 15, 2011 and on successive years for any subsequent contract period.

Program Term - the period commencing July 1, 2010 and ending on June 30, 2011.

Universal Membership Agreement - that certain contract effective July 1, 2009 between TALX Corporation and CCAOSC for employment verification information services in which the OCDA will be providing administrative

**COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 11, 2010**

support. The Universal Membership Agreement is attached hereto and incorporated herein by referenced as Exhibit A. This Universal Membership Agreement is valid through June 30, 2011. Any subsequent contracts will go through a competitive procurement process.

SECTION 2. RESPONSIBILITIES OF THE PARTIES REGARDING THE UNIVERSAL MEMBERSHIP AGREEMENT

A. Participant(s)

1. Participant agrees to be bound by the terms and conditions of the Universal Membership Agreement including the amended Schedule A to that agreement.
2. Participant may, from time to time be requested by CCAOSC, to monitor its employment verification service usage by confirming usage against the estimate provided to CCAOSC.
3. Pursuant to the Universal Membership Agreement, Schedule A, Participant agrees to pay a unit rate of three dollars (\$3.00) per transaction for income verifications while a SSN search is free of charge. In addition, Participant agrees to pay a Program Administrative Expense of ten cents (\$.10) for each income verification it obtains.
4. Participant agrees to make payment to the OCDA for any invoice received within thirty (30) days from receipt, as described in the Universal Membership Agreement, Schedule A.
5. Participant agrees to notify the OCDA no later than March 31, 2011 if it determines that it: i) does not want to utilize the Universal Membership Agreement in future contract periods; ii) does not want to maintain its membership in CCAO in 2011; iii) does not want to maintain its membership in the OCDA in 2011 or iv) expects that its employment verification service usage will decrease by 10% or more for future usage. Any notices provided pursuant to this paragraph shall also be utilized in the competitive procurement process.
6. If Participant has not been able to complete the signature process for the Participation Agreement by June 25, 2011; Participant agrees to notify OCDA by that date of its intention to utilize the employment verification services program and its expected completion date for obtaining required signatures on the Participation Agreement. If an executed participation agreement has not been received at the OCDA office nor notice been provided of the Participant's intention to utilize the services by June 25, 2011, OCDA will notify TALX to inactivate users associated with the Participant until notice is received.

Participant agrees to maintain the list of users with access to TALX. Any deletions should be provided within one week of intention to delete the user.

B. County Commissioners Association of Ohio Service Corporation

1. CCAOSC agrees to be bound by the terms and conditions of the Universal Membership Agreement, including Schedule A.
2. CCAOSC agrees to immediately notify Participant if TALX Corporation proposes any modification, amendment or change to the Universal Membership Agreement or Schedule A.
3. CCAOSC agrees to immediately notify Participant if a public records request is made relating to Participant records that are in the possession of CCAOSC.
4. CCAOSC agree to give Participant written notice no later than March 15, 2011 if it determines that it will not enter into an agreement either TALX Corporation for services for periods after June 30, 2011
5. CCAOSC will immediately notify Participant if either TALX or CCAOSC exercise its right to terminate the Universal Membership Agreement under Section 8 of such agreement.
6. CCAOSC will form a small county user group developed to do ongoing monitoring of the services provided under the Universal Membership Agreement by TALX Corporation and the administrative services provided by OCDA. The results of the county user group shall be reported to the Participant no less frequently than semi-annually.
7. Once Participant makes payment to OCDA for any charges attributable to services it has acquired under the Universal Service Agreement, neither OCDA nor CCAOSC will seek any additional payments, compensation or remuneration for such services from Participant. In this same regard CCAOSC and OCDA agrees to hold Participant harmless for any requests from TALX for payments made by Participant to OCDA and not forwarded to TALX.

C. Ohio CSEA Directors' Association

1. OCDA agrees to be bound by the terms and conditions of the Universal Membership Agreement,

**COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 11, 2010**

including amended Schedule A.

2. If Participant has given the OCDA the proper notice, required in Section 2 (A)(5) of its desire to no longer utilize the Universal Membership Agreement after 6/30/10 and Participant did not do so, CCAOSC will not require a Participant to make any payment for any services from 7/1/2010 forward.

3. OCDA will issue billing invoices within ten (10) days of receipt of the invoice from TALX. The invoices will be individualized to each County agency utilizing the service.

4. Once Participant makes payment to OCDA for any charges attributable to services it has acquired under the Universal Service Agreement, neither OCDA nor CCAOSC will seek any additional payments, compensation or remuneration for such services from Participant. In this same regard CCAOSC and OCDA agrees to hold Participant harmless for any requests from TALX for payments made by Participant to OCDA and not forwarded to TALX.

SECTION 3. AMENDMENTS

This Agreement not may be modified, amended or supplemented, in any respect unless agreed to, in writing, by more than two-thirds (2/3rds) of the Participants.

SECTION 4. MISCELLANEOUS

This Agreement shall be construed under the laws of the State of Ohio.

If the date on which any action or payment required to be taken or made under this Agreement is a Saturday, Sunday or legal holiday in the State of Ohio, that action shall be taken or that payment shall be made on the next succeeding day which is not a Saturday, Sunday or legal holiday.

(Schedules and Exhibits available in the Child Support Enforcement Agency Department until no longer of administrative value).

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

RESOLUTION NO. 10-1351

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Director of The Child Support Enforcement Agency recommends approving the transfer of Debra Benjamin, a current Job and Family Services employee, to the Case Manager position with the CSEA Department; effective October 25, 2010;

Therefore Be It Resolved, that the Commissioners approve the transfer of Debra Benjamin, a current Job and Family Services employee, to the Case Manager position with the CSEA Department; effective October 25, 2010.

The Director Emergency Medical Services recommends accepting the resignation of Deborah Carter as a Paramedic with the EMS Department; effective date October 3, 2010;

Therefore Be It Resolved, that the Commissioners accept the resignation of Deborah Carter as a Paramedic with the EMS Department; effective date October 3, 2010.

The Director of Job and Family Services recommends to end/terminate the seasonal employment of Lawrence Wanstrath, the Site Trainer for the Summer Program, with the JFS Department; effective September 30, 2010.

Therefore Be It Resolved, the Commissioners to end/terminate the seasonal employment of Lawrence Wanstrath, the Site Trainer for the Summer Program, with the JFS Department; effective September 30, 2010.

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

RESOLUTION NO. 10-1352

IN THE MATTER OF APPROVING A JOB DESCRIPTION FOR THE SOCIAL SERVICES WORKER III POSITION FOR THE DEPARTMENT OF JOB AND FAMILY SERVICES :

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

**COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 11, 2010**

**DELAWARE COUNTY
Department of Job and Family Services**

TITLE: Social Services Worker III

JOB OBJECTIVES: Individual is responsible for providing case management services to families or investigates allegations of abuse/neglect/dependency of children. The individual works closely with community partners and families to provide services to families in the Delaware community. Individual reports to the Social Services Supervisor.

ESSENTIAL JOB FUNCTIONS:

The essential job functions include, but are not limited to the following:

- ? Investigates reports of child abuse/neglect and dependency to determine the validity of the reports and to assure the safety of the involved individuals in accordance with agency policy and procedures and Ohio Administrative Code;
- ? Removes individuals from their homes when the investigation reveals that the individuals are in immediate danger of physical injury, emotional harm, or neglect;
- ? Consults with the Prosecutor's Office regarding criminal and/or juvenile court filings;
- ? Prepares investigation and ongoing summaries for the Prosecutor and case records;
- ? Testifies in Juvenile and/or Common Pleas Courts regarding evidence gathered during the course of the investigation and/or case planning;
- ? Is on 24-hour emergency call for one week periods as scheduled;
- ? Provides crisis intervention and other case management services to individuals;
- ? Creates and maintains case records that contain necessary investigation documentation, related activities, and State required documentation;
- ? Works with other public and private agencies in obtaining and providing necessary information concerning referrals;
- ? Conducts community training on issues pertaining to child abuse and neglect;
- ? Devises correspondence, completing forms and developing reports associated with the public assistance operations;
- ? Handles client complaints and public inquiries regarding programs;
- ? Mentors students, college interns and new employees; and
- ? Other duties as assigned.

NON-ESSENTIAL JOB FUNCTIONS:

Performs related Essential/Non-Essential functions as required.

I. JOB REQUIREMENTS

Equipment: Ability to use a variety of equipment such as computer, copier, telephone, pager, video-tape monitor, camera, tape recorder, and other equipment necessary to perform duties. Ability to use equipment associated with position such as anatomically correct dolls. Ability to properly install and safely secure infants and children in car seats. Individual uses rubber gloves for safety purposes, when necessary.

Critical Skills/Expertise:

- ? Thorough knowledge of and the ability to apply rules, regulations and guidelines associated with abuse, neglect and dependency of children. Includes, but is not limited to Ohio Revised Code, Ohio Administrative Code, Family, Children and Adult Services Manual;
- ? Ability to effectively analyze situations and practice sound and effective social work;
- ? Ability to utilize varied interviewing skills necessary to eliciting information from parents, children, and other parties who may have knowledge relevant to the case or investigation;
- ? Ability to communicate effectively, both orally and in writing;
- ? Ability to effectively and appropriately manage stressful situations;
- ? Ability to work under pressure and set achievable goals;
- ? Ability to effectively plan independently and in collaboration with other staff units and outside agencies;
- ? Ability to work independently, under pressure, as part of a team and to set and achieve goals;
- ? Demonstrated integrity, reliability and the ability to maintain confidentiality;
- ? Ability to work effectively with clients and customers from widely varied levels of education and competence and individuals who may be upset, distraught, irate, emotionally or mentally or otherwise unable to function within reasonable range of constructive behaviors;

COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD OCTOBER 11, 2010

- ? Ability to define and solve problems, collect data, establish facts, draw valid conclusions using judgment, and analytical skills in ambiguous situations that carry major implications for the citizens of Delaware County;
- ? Ability to effectively organize and maintain large volumes of paperwork and case files; and,
- ? Ability to effectively mediate conflict.

Job Standards: Master’s Degree in behavioral science, social science, early childhood development, education or a related field; or Bachelor’s degree in behavioral science, social science, early childhood development, education or a related field and a minimum of six months paid experience in the social services field; or one year as a Delaware County Children’s Services Social Service Worker II working with children/adults in the children services department. Must have 90 hours of CORE training within the first year of employment and continuing education of 36 hours per year thereafter; must possess a valid Ohio Driver’s License and proof of insurance that complies with the County policy combined with an acceptable driving record. Must meet and maintain qualifications for driving on county business at all times. Must meet and maintain required licensure, certification and training as a continued condition of employment.

II. DIFFICULTY OF WORK

Work consists of varied, complex tasks requiring the application of numerous laws, rules, regulations, procedures, and policies. Work requires extensive exercise of independent judgment and sound discretion. Individual is required to deal with clients that may be hostile which makes the job more difficult.

III. RESPONSIBILITY

Supervisor meets regularly with the individual to discuss the specifics of cases. Supervisor reviews work upon completion. Supervisor is available to answer questions and provide assistance as needed. Individual makes decisions based upon applicable policies and procedures. Individual may not make a decision independently concerning the removal of a child, but the decision may be based on the individual’s assessment. Errors in work could occur if an assessment of a child’s safety is not accurately completed resulting in the death or injury of a child. Such errors may not be detected by review of work.

IV. PERSONAL WORK RELATIONSHIPS

Contact is with co-workers, employees in the department, employees in other public and private sector organizations, institutional residents or inmates, and the public. The purpose of these contacts is to gather case history information, make decisions, provide additional services to clients, assist in investigations/family services and provide them a service to meet their needs, and promote public relations.

V. PHYSICAL EFFORT AND WORK ENVIRONMENT

Physical Requirements: The physical requirements of the position are identified as sedentary, light work, requiring the lift of up to fifty (50) pounds occasionally.

Physical Activity: The physical activity required is dimbing, balancing, stooping, kneeling, crouching, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, feeling, talking, hearing, and repetitive motions.

Visual Activity: The minimum visual activity requires a seeing job close to the eyes.

Job Location: The minimum working conditions require the Individual to work both inside and outside, be exposed to hazards (weather conditions) and be exposed to atmospheric conditions in which one or more of the following conditions affect the respiratory system or the skin: fumes, odors, dusts, mists, gases or poor ventilation. Individual is also exposed to unclean environments which can include: lice, roaches, rodents, communicable diseases and dogs.

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

RESOLUTION NO. 10-1353

**COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 11, 2010**

IN THE MATTER OF APPROVING A JOB DESCRIPTION FOR THE RE-ENTRY COORDINATOR ASSISTANT POSITION FOR THE DEPARTMENT OF JOB AND FAMILY SERVICES:

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

**DELAWARE COUNTY
Department of Job and Family Services**

TITLE: Re-Entry Coordinator Assistant

JOB OBJECTIVES: Individual is responsible for providing support to the Re-entry Coordinator.
Individual reports directly to the Re-entry Coordinator.

ESSENTIAL JOB FUNCTIONS:

- ? Organizes and prepares reports, presentations, etc., for dissemination inside and outside the work unit;
- ? Implements technology initiatives, programs and applications for the data system;
- ? Schedules and participates in individual interviews with offenders;
- ? Attends, participates and documents Re-Entry Task Force meetings and Focus Groups and generates minutes for distribution;
- ? Attends and participates in community groups and necessary trainings as assigned;
- ? Assists in developing and maintaining community partnerships;
- ? Completes offender data, performs data entry and ensures the validity of the data while maintaining the applicable database;
- ? Completes special projects and assists in grant writing activities as assigned by the Re-Entry Coordinator;
- ? Assists in public speaking engagements and makes necessary presentations regarding the re-entry program to community groups;
- ? Maintains appointment calendar and schedule for Re-entry Coordinator; resolves scheduling issues, conflicts and missing documentation;
- ? Receives, processes and distributes incoming and outgoing mail;
- ? Receives, prepares files and maintains documents, records and correspondence;
- ? Orders and maintains office supplies;
- ? Performs typing, word processing, and related computer operations to include Database systems;
- ? Devises correspondence, completing forms and developing reports associated with the re-entry program;
- ? Answers multi-line telephone, screens calls, makes referrals, gives and receives information;
- ? Faxes and copies materials as requested;
- ? Operates office equipment, as needed;
- ? Performs accounting and bookkeeping functions; and
- ? Any other duties as assigned by the Re-entry Coordinator.

I. JOB REQUIREMENTS

Equipment: Ability to operate a variety of office equipment such as a computer, copier, typewriter, multi-line telephone, calculator, FAX machine, and other equipment necessary to perform duties. Ability to safely operate a motor vehicle.

Critical Skills/Expertise:

- ? Knowledge of applicable Federal, State and department policies, procedures, guidelines and methods;
- ? Knowledge of and ability to apply the computer system and its software to complete jobs and aid staff in achieving departmental goals;
- ? Ability to use common productivity programs including, but not limited to: Microsoft Word, Excel, Power Point and Access;
- ? Knowledge of community programs and resources;
- ? Ability to accurately complete and maintain records, reports and forms;
- ? Ability to transcribe information, type accurately, read, write and spell common vocabulary;
- ? Ability to work effectively with clients who may be upset, distraught, irate, emotionally or mentally or otherwise unable to function within reasonable range of constructive behaviors;

**COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 11, 2010**

- ? Ability to effectively program plan under pressure, independently and in collaboration with other staff units and outside agencies.
- ? Ability to define and solve problems, collect data, establish facts, draw valid conclusions using judgment, and analytical skills;
- ? Thorough knowledge of and ability to apply computer system and its software to complete jobs;
- ? Ability to communicate effectively, both orally and written;
- ? Ability to organize and maintain large volumes of information and paperwork;
- ? Ability to comprehend and make practical application of customary practices, rules, procedures and techniques that are directly relevant to assigned tasks;
- ? Ability to organize and prioritize assignments and set achievable goals; and
- ? Ability to demonstrate excellent interpersonal skills.

Job Standards: Associates Degree in Criminal Justice, Social Work, Sociology, Social Science, Psychology or related field combined with related work experience. Must possess a valid Ohio Driver's License and acceptable driving record. Must meet and maintain qualifications for driving on county business at all times and as a continued condition of employment.

II. DIFFICULTY OF WORK

Work consists of complex, varied, standardized and non-standardized tasks requiring application of numerous laws, rules, regulations, and procedures. Individual confronts a wide variety of problems that are solved by asking the supervisor questions and drawing conclusions.

III. RESPONSIBILITY

Supervisor provides general guidance allowing the individual the ability to plan the procedures and methods to attain objectives. Individual operates independent of supervision in handling daily operations, normally receiving supervisor's input when needed. Errors in work may cause inaccuracies in reports, records, or technical data resulting in inaccurate or incomplete information, which may result in fiscal sanction or legal implications. Individual makes choices or decisions without supervisory input on most daily activities, such as scheduling appointments, establishing priorities, and forming collaborative relationships within the scope of the position with other service providers in the county.

IV. PERSONAL WORK RELATIONSHIPS

Contact is with co-workers, employees from public and private sector organizations and the public. The purpose of these contacts is to guide and direct, check on progress of work assigned, job development, coordinate services, and handle questions about programs and visitors' concerns.

V. PHYSICAL EFFORT AND WORK ENVIRONMENT

Physical Requirements: The physical requirements of the position are identified as sedentary work, which may require lifting up to twenty-five (25) pounds occasionally.

Physical Activity: The physical activity of the position is manual dexterity, talking, hearing, reaching, and walking.

Visual Activity: The minimum visual activity of the seeing job is close to the eyes, and requires viewing a computer terminal and proofreading information.

Job Location: The minimum work conditions for the position indicate that the individual is not exposed to adverse environmental conditions.

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

**COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 11, 2010**

RESOLUTION NO. 10-1354

IN THE MATTER OF APPROVING A JOB DESCRIPTION FOR THE ELIGIBILITY/REFERRAL SUPERVISOR I POSITION (INCOME MAINTENANCE SUPERVISOR) FOR THE DEPARTMENT OF JOB AND FAMILY SERVICES:

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

**DELAWARE COUNTY
Department of Job and Family Services**

TITLE: Eligibility/Referral Supervisor I
Working Title: Income Maintenance Supervisor

JOB OBJECTIVES: Individual provides direction to staff personnel and the Income Maintenance Unit. Individual is responsible for supervising staff personnel involved in administering public assistance programs. Individual reports to Assistant Director, Department of Job and Family Services.

ESSENTIAL JOB FUNCTIONS:

- * Provides technical assistance to staff in interpreting policy and applying knowledge of the computer system (CRISE);
- * Participates in state hearings;
- * Projects and recommends annual budget;
- * Responsible for planning and recommending purchases of all departmental needs, such as equipment, office equipment and supplies, service contracts;
- * Interprets and implements Federal and State regulations;
- * Recommends, administers and enforces, in a consistent manner, departmental policies and procedures;
- * Supports income maintenance and other programs by working with local agencies to include recommending and monitoring contracts, attending meetings, conferences, workshops, training sessions, and performing a variety of public relations duties;
- * Oversees and insures the efficient operation of the income maintenance department;
- * Supervises staff involved with the income maintenance program to include, but not limited to, assigning work, planning and estimating project completions, monitoring performance, training employees, interviewing staff, conducting annual evaluations and resolving problems, grievances and personnel situations;
- * Plans, schedules, organizes, and supervises the work of the income maintenance personnel, including, but not limited to, time and attendance scheduling of personnel, authorizing overtime and sick and vacation leave, and approval of bi-weekly payroll;
- * Plans, coordinates and conducts departmental training of income maintenance personnel;
- * Devises correspondence, completing forms and developing reports associated with income maintenance programs;
- * Handles client complaints and public inquiries regarding programs;
- * Completes monthly reports.

NON-ESSENTIAL JOB FUNCTIONS:

Performs related Essential/Non-Essential functions as required.

I. JOB REQUIREMENTS

Equipment: Ability to operate a variety of office equipment such as computer, copier, typewriter, telephone, calculator, FAX machine, VCR, and other equipment necessary to perform duties. Ability to use a motor vehicle is required.

**COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 11, 2010**

Critical Skills/Expertise:

- * Thorough knowledge of and ability to apply rules, regulations, and guidelines associates with Income Maintenance program. Includes, but is not limited to Public Assistance Manual, Ohio Revised Code, Food Stamp Manual, Food Stamp Certification Handbook, and CRISE Users Manual;
- * Ability to define and solve problems, collect data, establish facts, draw valid conclusions using judgment, and analytical skills;
- * Thorough knowledge of recruiting, interviewing and counseling;
- * Thorough knowledge of and ability to apply effective supervisory skills to direct and manage subordinate personnel;
- * Thorough knowledge of and ability to apply the CRISE computer system and its software to complete jobs and aid staff in using the system;
- * Extensive knowledge of and ability to apply program policies and procedures to assist staff in the performance of their responsibilities;
- * Ability to communicate effectively, both orally and in writing;
- * Ability to work effectively with clients who may be upset, distraught, irate, emotionally or mentally or otherwise unable to function within a reasonable range of constructive behaviors;
- * Ability to work independently, under pressure, and to set and achieve goals;
- * Ability to motivate and counsel staff and clients;
- * Ability to organize and maintain large volumes of information and paperwork; and
- * Ability to effectively program plan independently and in collaboration with other staff units and outside agencies.

Job Standards: Bachelor's or Associates degree in Human or Social Services, Education or Sociology, plus one year of related work experience determining eligibility for Public Assistance programs; or a high school diploma or GED combined with a minimum of three years of related work experience determining eligibility for Public Assistance programs. Must possess a valid Ohio Driver's License and an acceptable driving record. Must meet and maintain qualifications for driving on county business at all times. All required licensures, certifications and trainings must be maintained as a continued condition of employment.

II. DIFFICULTY OF WORK

Work consists of complex, varied, standardized and non-standardized tasks requiring application of numerous laws, rules, regulations, and procedures. Individuals are required to provide technical assistance to staff personnel on programs, policies, the interrelationship of programs, the computer system and the application of this under extremely complex and difficult situations. It requires the individual to be continually aware of changes occurring which must be learned and passed on to staff. Procedures must be developed for implementing changes at the local level.

III. RESPONSIBILITY

Individual supervises subordinates, assigning projects, checking on progress of work and evaluating results. Supervisor provides general guidance allowing the individual the ability to plan the procedures and methods to attain objectives. Individual makes choices or decisions without supervisory input on most daily activities, such as scheduling appointments, establishing priorities, making referrals to other agencies, and forming collaborative relationships with other service providers in the county. Individual operates independent of supervision in handling staffing and daily operations, normally receiving supervisor's input when needed. Errors in work may cause inaccuracies in reports, records or technical data resulting in inaccurate or incomplete information, and may cause overpayment or underpayment in benefits issued and may ultimately result in fiscal sanction against the agency.

IV. PERSONAL WORK RELATIONSHIPS

Contact is with co-workers, employees from public and private sector organizations, and the public. The purpose of these contacts is to guide and direct, check on progress of work assigned, coordinate

COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 11, 2010

services, and handle questions about Department, programs and client concerns.

V. PHYSICAL EFFORT AND WORK ENVIRONMENT

Physical

Requirements: The physical requirements of the position are identified as sedentary work, which may require the lifting of up to twenty-five (25) pounds.

Physical Activity: The physical activity of the position is fingering, talking, hearing, reaching, and walking.

Visual Activity: The minimum visual activity of the seeing job is close to the eyes.

Job Location: The minimum working conditions of the position indicate that the individual is not exposed to adverse environmental conditions.

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

RESOLUTION NO. 10-1355

IN THE MATTER OF APPROVING THE SOFTWARE MAINTENANCE AGREEMENT AND THE ONSITE MAINTENANCE SERVICES AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND NORTHWOODS CONSULTING PARTNERS FOR DIGITAL IMAGING FOR THE DEPARTMENT OF JOB AND FAMILY SERVICES:

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

Whereas, the Director of Jobs & Family Services recommends approval of the following agreements;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following agreements with Northwoods Consulting Partners For Digital Imaging For The Department Of Job And Family Services.

MAINTENANCE AND TECHNICAL SUPPORT

This Compass Software Maintenance Agreement is made and entered into by and between Northwoods Consulting Partners, Inc., an Ohio corporation with As principal offices at 5815 Wall Street, Dublin, Ohio 43017, USA, (the Licensor, hereinafter "Northwoods), and the company, person or entity executing this Agreement as the Licensee in the space provided below (hereinafter "Licensee):

Licensees Name: Delaware County Department of Job & Family Services
Licensees Address: 140 North Sandusky Street
2nd Floor
Delaware, Ohio 43015

RECITALS:

WHEREAS, Licensee has licensed the specified software from Northwoods pursuant to the terms of a Compass Software @ End User License Agreement (as the same may be amended or modified from time to time, hereinafter referred to as the "EULA); and

WHEREAS, Licensee desires to obtain, and Northwoods is willing to provide, maintenance and technical support services for the specified software and the delivery of generally released upgrades and enhancements with respect to such software from Northwoods.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and intending to be legally bound, the parties hereto agree as follows:

1. DEFINED TERMS . The following terms shall have the meanings set forth below for all purposes of this Agreement:

- a. 'Documentation' means electronic on-line material, including user manuals, provided by Northwoods for the Software and that relate to the functional, operational or performance characteristics of the Software.
- b. 'Error' means any defect or condition inherent in the Software that causes the Software to fail to perform in accordance with the current Documentation published by Northwoods.

**COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 11, 2010**

- c. 'EULA' is defined in the recitals to this Agreement.
- d. 'Maintenance and Support Services' means all professional services provided under this Agreement by Northwoods.
- e. 'Software' means (1) the current released version of the computer software licensed by Licensee from Northwoods under the EULA, as detailed on Northwoods invoices that the Licensee has properly paid, and (2) at any time after Northwoods has delivered to Licensee a new version of such computer software as an Upgrade and Enhancement under this Agreement, the released version of such computer software last released prior to the current released version; provided, that the Software will not include any prior released version of such computer software that has been superseded for more than two (2) years (as determined from the date that Northwoods first announced publicly, through its web site or otherwise, the general release of the next later version of such computer software) by any later released version of such computer software.
- f. 'Upgrades and Enhancements' means any and all new versions, improvements, modifications, upgrades, updates, fixes and additions to the Software that Northwoods commercially releases to its end users generally during the term of this Agreement to correct deficiencies or enhance the capabilities of the Software, together with updates of the Documentation to reflect such new versions, improvements, modifications, upgrades, fixes or additions; provided, however, that the foregoing shall not include new, separate product offerings, new modules, re-platformed Software, new business process consulting, workflow changes or new functionality.

2. MAINTENANCE AND SUPPORT SERVICES.

- a. Generally, Northwoods shall: (1) use its commercially reasonable efforts to correct any properly reported Error(s) in the Software that are confirmed by Northwoods, in the exercise of its commercially reasonable judgment; (2) use its commercially reasonable efforts to correct any properly reported defect(s) (non-conformity to functional specifications mutually agreed upon by Northwoods and Licensee) in any configurations of the Software that are created by Northwoods or any integrations of the Software with other applications, software or hardware that are configured or created by Northwoods, which are confirmed by Northwoods, in the exercise of its commercially reasonable judgment; and (3) upon the request of Licensee, provide technical support and assistance and advice related to the operation and use of the Software by Licensee, or any problems with any of the foregoing. Northwoods shall undertake to confirm any reported defect(s) described in clause (2) above promptly after receipt of proper notice from Licensee in accordance with Northwoods' current defect reporting procedures. Northwoods shall perform services in an effort to correct confirmed Errors in the Software or defects in configurations or integrations created by Northwoods promptly after making such confirmation. Maintenance and Support Services generally will be available during the hours of 8:00 am. to 8:00 p.m., Eastern Time, Monday through Friday, excluding holidays, or as otherwise provided by Northwoods to its end users purchasing continuing Maintenance and Support Services in the normal course of its business, either by telephone or through a remote control connection to the end-user client or server computer, or both. Licensee acknowledges and agrees that Northwoods requires on-line access to the Software installed on Licensee's systems in order for Northwoods to provide Maintenance and Support Services hereunder. Accordingly, Licensee shall install and maintain, at Licensee's sole cost and expense, properly functioning and appropriate communications software as specified by Northwoods; and Licensee shall establish and maintain, at Licensee's sole cost and expense, an adequate or dedicated connection with Northwoods to facilitate Northwoods' on-line Maintenance and Support Services.
- b. On-Site Services. Upon the reasonable request of Licensee, and submission of a purchase order for such services agreeing to pay for such services on a time and materials basis or as covered by an onsite maintenance services agreement in accordance with Section 5(a)(4), Northwoods may provide on-site Maintenance and Support Services at Licensee's facilities in connection with the correction of any Error(s) involving the Software that is not functioning in a production environment.
- c. Exclusions. Northwoods is not responsible for providing, or obligated to provide, Maintenance and Support Services or Upgrades and Enhancements under this Agreement: (1) in connection with any Errors or problems that result in whole or in part from any alteration, revision, change, enhancement or modification of any nature of the Software, including any configuration of the Software that was not undertaken by or authorized in writing in advance by Northwoods; (2) in connection with any Error if Northwoods has previously provided corrections for such Error, which correction Licensee chose not to implement; (3) in connection with any Errors or problems that have been caused by defects, alterations, revisions, changes, enhancements or modifications in the database, operating system, third party software (other than third party software bundled with the Software by Northwoods), hardware or any system or networking utilized by Licensee; (4) if the Software or related software or systems have been subjected to abuse, misuse, improper handling, accident or neglect; or (5) if any party other than Northwoods has provided any services in the nature of Maintenance and Support Services to Licensee with respect to the Software.
3. **UPGRADES AND ENHANCEMENTS.** Northwoods will provide to Licensee, according to Northwoods' then current policies, all Upgrades and Enhancements to the Software released by Northwoods during the term of this Agreement. Licensee acknowledges and agrees that Northwoods has the right, at any time, to change the specifications and operating characteristics of the Software, and Northwoods' policies respecting Upgrades and Enhancements and the release thereof to end users. Any Upgrades and Enhancements to the Software and Documentation shall remain proprietary to Northwoods

**COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 11, 2010**

and/or its suppliers (which hereafter includes Hyland Software, Inc.) and shall be the sole and exclusive property of Northwoods and/or its suppliers, and shall be subject to all of the restrictions, imitations and protections of the EULA. All applicable rights to patents, copyrights, trademarks, other intellectual property rights, applications for any of the foregoing, and trade secrets in the Software and Documentation and any Upgrades and Enhancements are and shall remain the exclusive property of Northwoods and/or its suppliers.

4. LICENSEE'S RESPONSIBILITIES.

a. Operation of the Software. Licensee acknowledges and agrees that it is solely responsible for the operation, supervision, management and control of the Software, including but not limited to providing training for its personnel, instituting appropriate security procedures and implementing reasonable procedures to examine and verify all output before use. In addition, Licensee is solely responsible for its data, its database and for maintaining suitable backups of the data and database to prevent data loss in the event of any hardware or software malfunction. Northwoods shall have no responsibility or liability for data loss regardless of the reasons for said loss. Northwoods shall have no responsibility or liability for Licensee's selection or use of the Software or any hardware, third party software or systems.

b. Licensee's Implementation of Error Corrections and Upgrades and Enhancements. In order to maintain the integrity and proper operation of the Software, Licensee agrees to implement, in the manner instructed by Northwoods, all Error corrections and Upgrades and Enhancements. Licensee's failure to implement any Error corrections or Upgrades and Enhancements of the Software as provided in this Section 4(b) shall relieve Northwoods of any responsibility or liability whatsoever for any failure or malfunction of the Software, as modified by a subsequent Error correction or Upgrade and Enhancement, but in no such event shall Licensee be relieved of the responsibility for the payment of fees and charges otherwise properly invoiced during the term hereof.

c. Technical Point of Contact. Licensee agrees to provide a 'Technical Point of Contact' (TPOC) responsible for the supervision, management, and control of the Covered Software. Licensee also agrees that all Covered Software support incidents raised by Licensee's personnel will be reported to the TPOC, who will provide the initial research, investigation and troubleshooting into the support incident. In the event the support incident can be resolved without Northwoods, the TPOC will provide the support resolution to Licensee personnel. If, after initial research and investigation into a support question, the TPOC determines there is an Error or Problem with the Covered Software, the TPOC will report the Error or Problem to Northwoods. Licensee agrees that all communications regarding Covered Software Errors and Problems will be between the TPOC and Northwoods.

d. Notice and Documentation of Errors. Licensee shall give prompt notice of any Errors in the Software discovered by Licensee, or otherwise brought to the attention of Licensee, in accordance with Northwoods' then current policies for reporting of Errors. Proper notice may include, without limitation, prompt telephonic or written notice to Northwoods of any alleged Error. If Northwoods requests, Licensee agrees to provide written documentation of Errors to substantiate them and to assist Northwoods in the detection and correction of said Errors.

e. Access to Premises and Systems. Licensee shall provide reasonable access to and use of Licensee's premises, computer hardware, peripherals, Software and other software as Northwoods deems necessary to diagnose and correct any Errors or to otherwise provide Maintenance and Support Services. In addition, Licensee acknowledges and agrees that a third party service provider may be retained by Northwoods to provide Error corrections or other Maintenance and Support Services directly to Licensee and, accordingly, Licensee shall provide the same access directly to such service provider. Such right of access and use shall be provided at no cost or charge to Northwoods or the third party service provider.

5. FEES, PAYMENTS, CURRENCY AND TAXES.

Annual Maintenance Fees. Licensee shall pay to Northwoods annual maintenance fees in the amounts invoiced by Northwoods.

1) *Initial Software.* The invoice that will be provided pursuant to this Agreement shall set forth the aggregate invoice amounts for initial annual maintenance fees for each Software module initially licensed, and for all Software modules initially licensed in the aggregate. Licensee shall be required to submit a purchase order for this Agreement, in the amount of the initial annual maintenance fees due hereunder, simultaneously with Licensee's submission of its purchase order for the license of the Software under the EULA.

2) *Additional Software.* Northwoods shall invoice Licensee for annual maintenance fees for all Software modules that Licensee additionally licenses under the EULA promptly upon acceptance of Licensee's purchase order for the purchase of Maintenance and Support Services for such Software.

3) *Renewal Periods.* Northwoods shall invoice Licensee for annual maintenance fees for renewal terms at least sixty (60) days prior to the end of the then-current term.

4) *Time and Materials Charges.* Notwithstanding anything to the contrary, if Licensee requests: (1) Maintenance and Support Services that Northwoods is not obligated to provide because of the provisions of Section 2(c), and Northwoods agrees to provide such requested Services notwithstanding the provisions of Section 2(c), (2) onsite Maintenance and Support Services in accordance with Section 2(b) (unless covered under an Onsite Maintenance Services Agreement); or (3) any other services in the nature of Maintenance and Support Services that Northwoods is not obligated to provide, or is not obligated to provide in the manner requested, and Northwoods agrees to provide the requested Maintenance and Support Services, then Licensee agrees that such Maintenance and Support Services shall not be covered by the annual

**COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 11, 2010**

maintenance fees under Section 5(a). Licensee agrees to pay for such Maintenance and Support Services at Northwoods' standard time and materials charges payable by end users who have not purchased a continuing Onsite Maintenance Services Agreement from Northwoods. Northwoods shall invoice Licensee for all time and materials charges hereunder.

Incidental Costs and Expenses. Licensee shall be responsible for all incidental costs and expenses incurred by Northwoods in connection with the performance of this Agreement. Examples of incidental costs and expenses include, without limitation, all costs and expenses for tools, supplies, accessories, media and other expendables purchased or otherwise used by Northwoods, on-line connection charges and out-of-pocket expenses incurred at Licensee's request, including but not limited to travel, meals and lodging expenses for on-site Maintenance and Support Services. Northwoods shall invoice Licensee for all incidental costs and expenses hereunder.

Payments: Remedies.

- 1) *Annual Maintenance Fees.* Licensee shall pay all invoices for annual maintenance fees in full net thirty (30) days from the date of invoice.
- 2) *Other Payments.* Licensee shall pay all other invoices hereunder in full net thirty (30) days from the date of invoice.
- 3) *Remedies.* All past due amounts shall bear interest at the rate of one and one-half percent (1.5%) per month (or, if lower, the maximum lawful rate) from the date due through the date that such past due amounts and such accrued interest are paid in full. In the event of any default by Licensee in the payment of any amounts due hereunder, which default continues un-remedied for at least ten (10) calendar days after the due date of such payment, Northwoods shall have the right to cease to provide any Maintenance and Support Services and Upgrades and Enhancements to Licensee unless and until such default, and any and all other defaults by Licensee hereunder, have been cured.
- 4) *U.S. Dollars.* All payments by Licensee to Northwoods shall be made in U.S. dollars. Taxes and Governmental Charges. In addition to any and all other payments required to be made by Licensee hereunder, Licensee shall pay all taxes and governmental charges, foreign, federal, state, local or otherwise (other than income or franchise taxes of Northwoods), however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement, including but not limited to sales and use taxes, excise taxes and customs duties or charges. Licensee agrees to make any and all required tax payments directly to the appropriate taxing authority.

6. LIMITED WARRANTY.

Limited Warranty of Services. Northwoods warrants that the Maintenance and Support Services shall be performed in a good and workmanlike manner and substantially according to industry standards. In order to assert any claim that any Maintenance and Support Services fail to conform to this limited warranty, Licensee must notify Northwoods in writing of such claim within thirty (30) days after the date the alleged non-conforming Services are completed. If, after such timely notice from Licensee, the Maintenance and Support Services in question are determined not to conform to this limited warranty, Northwoods' sole obligation, and Licensee's sole remedy, shall be for Northwoods to use commercially reasonable efforts to re-perform the nonconforming Services in an attempt to correct the nonconformity. If Northwoods is unable to correct such nonconformity after a reasonable period of time, Licensee's sole and exclusive remedy shall be termination of this Agreement in accordance with Section 8(b)(3)(B). This warranty specifically excludes non-performance issues caused as a result of any circumstances described in Section 2(c) or (d), incorrect data or incorrect procedures used or provided by Licensee or a third party or failure of Licensee to perform and fulfill its obligations under this Agreement or the EULA.

No Warranty of Upgrades and Enhancements. The EULA shall govern any limited warranty or disclaimer relating to Upgrades and Enhancements of the Software provided to Licensee under this Agreement, and no warranty is given under this Agreement with respect to Upgrades and Enhancements.

DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6(a), NORTHWOODS MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING ANY MAINTENANCE AND SUPPORT SERVICES, ANY SOFTWARE OR ANY UPGRADES AND ENHANCEMENTS PROVIDED UNDER THIS AGREEMENT. NORTHWOODS DISCLAIMS AND EXCLUDES ANY AND ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF GOOD TITLE, WARRANTIES AGAINST INFRINGEMENT, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES THAT MAY BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. NORTHWOODS DOES NOT WARRANT THAT ANY MAINTENANCE AND SUPPORT SERVICES, SOFTWARE OR UPGRADES AND ENHANCEMENTS PROVIDED WILL SATISFY LICENSEE'S REQUIREMENTS OR ARE WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF ANY SOFTWARE OR UPGRADES AND ENHANCEMENTS WILL BE UNINTERRUPTED. NORTHWOODS DOES NOT ASSUME ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY THIRD PARTY HARDWARE, FIRMWARE, SOFTWARE OR SERVICES.

7. LIMITATIONS OF LIABILITY. IN NO EVENT SHALL NORTHWOODS' AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE AGGREGATE AMOUNTS PAID BY LICENSEE TO NORTHWOODS UNDER THIS AGREEMENT DURING THE CURRENT TERM OF THIS AGREEMENT. IN NO EVENT SHALL NORTHWOODS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL

**COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 11, 2010**

DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS, BUSINESS INTERRUPTION DAMAGES OR EXPENSES, THE COSTS OF SUBSTITUTE SOFTWARE OR SERVICES, LOSSES RESULTING FROM ERASURE, DAMAGE, DESTRUCTION OR OTHER LOSS OF FILES, DATA OR PROGRAMS OR THE COST OF RECOVERING SUCH INFORMATION, OR OTHER PECUNIARY LOSS, EVEN IF NORTHWOODS HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR LOSSES.

8. TERM, RENEWAL AND TERMINATION.

a. Term. Subject to the early termination provisions of Section 8(b), the term of this Agreement is October 1, 2010 through September 30, 2011, inclusive, upon the payment by Licensee of the applicable Software Maintenance fee.

b. Early Termination.

1) *Automatic.* This Agreement shall terminate automatically, without any other or further action on the part of either of the parties, immediately upon any termination of the EULA.

2) *By Northwoods for Cause.* Northwoods shall be entitled to give written notice to Licensee of any breach by Licensee or other failure by Licensee to comply with any material term or condition of the EULA or this Agreement, specifying the nature of such breach or non-compliance and requiring Licensee to cure the breach or non-compliance. If Licensee has not cured, or commenced to cure (if a cure cannot be performed within the time period set forth below), the breach or non-compliance within (A) in the case of non-payment, any breach of Section 1 of the EULA or any breach of Section 3 of this Agreement, ten (10) calendar days after receipt of such written notice, or (B) in the case of any other breach or non-compliance, twenty (20) business days after receipt of such written notice, Northwoods shall be entitled, in addition to any other rights it may have hereunder, or otherwise at law or in equity, to immediately terminate this Agreement.

3) *By Licensee.*

A) For Convenience. Licensee may terminate this Agreement at any time, for any reason, upon not less than sixty (60) days advance written notice to Northwoods.

B) For Cause. Licensee shall be entitled to give written notice to Northwoods of any breach by Northwoods or other failure by Northwoods to comply with any material term or condition of this Agreement, specifying the nature of such breach or non-compliance and requiring Northwoods to cure the breach or non-compliance. If Northwoods has not cured, or commenced to cure (if a cure cannot be performed within the time period set forth below), the breach or non-compliance within twenty (20) business days after receipt of written notice, Licensee shall be entitled, in addition to any other rights it may have under this Agreement, or otherwise at law or in equity, to immediately terminate this Agreement; and thereafter, so long as Licensee has complied in all material respects with its obligations under the EULA and this Agreement and is current on all payment obligations under the EULA and this Agreement, Licensee shall be entitled to a refund from Northwoods of the 'unused portion of the annual maintenance fees' for the then-current term of this Agreement. For these purposes, the unused portion of the annual maintenance fees" shall mean that portion of the annual maintenance fees paid by Licensee with respect to the term of this Agreement during which such termination of this Agreement is effective, equal to the total of such annual maintenance fees multiplied by a fraction, the numerator of which shall be the number of calendar months during the then-current term of this Agreement that remain until the end of such then-current term, commencing with the calendar month after the calendar month in which such termination is effective, and the denominator of which shall be the total number of calendar months in such then-current term determined without regard to such termination.

C. Non-Renewal. Licensee may elect not to renew this Agreement at the end of the then-current term of this Agreement by written notice to Northwoods on or prior to the date payment is due under Section 5(c)(1) of Northwoods' invoice for annual maintenance fees for the next succeeding renewal term of this Agreement.

4) *By Either Party in Accordance with Section 9.* Either party may terminate this Agreement in accordance with the procedures set forth in Section 9,

C. Effect of Termination.

1) *Payments.* Notwithstanding any termination of this Agreement. Licensee shall be obligated to pay Northwoods for (A) all Maintenance and Support Services provided on a time and materials basis in accordance with this Agreement at any time on or prior to the effective date of termination; (B) all annual maintenance fees due with respect to any period commencing prior to the effective date of termination; and (C) all incidental costs and expenses incurred by Northwoods at any time on or prior to the effective date of termination. All such payments shall be made in accordance with Section 5, which shall survive any such termination for these purposes.

2) *Survival of Obligations.* The termination of this Agreement will not discharge or otherwise affect any pre-termination obligations of either party existing under the Agreement at the time of termination. The provisions of this Agreement which by their nature extend beyond the termination of the Agreement will survive and remain in effect until all obligations are satisfied, including, but not limited to, Section 3 (as it relates to title and ownership), Section 5(d), Section 6(c), Section 7, Section 8, Section 10 and Section 11. No action arising out of this Agreement, regardless of the form of action, may be brought by Licensee more than one (1) year after the date the action accrued.

3) *Reinstatement of Agreement.* in the event of the termination of this Agreement by Licensee under Section 8(b)(3)(C) (Non-Renewal), Licensee may at any time after the effective date of such termination elect to reinstate this Agreement in accordance with this Section 8(c)(3). To obtain reinstatement, Licensee shall deliver written notice to such effect to Northwoods, together with payment in full of: (A) annual maintenance fees, based upon Northwoods Annual Maintenance Fee Schedule in effect as of the date of such reinstatement, for all periods (as determined under Section 8(a) as if the Agreement had not been terminated under Section 8(b)(3)(C)) that have elapsed from the effective date of such termination through the effective date of such reinstatement; and (B) an amount equal to one hundred ten percent (110%) of the annual maintenance fee, based upon Northwoods' Annual Maintenance Fee Schedule

**COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 11, 2010**

in effect as of the time of such reinstatement, for the renewal term of this Agreement commencing on the effective date of such reinstatement. Any reinstatement under this Section 8(c)(3) shall be effective as of the first business day after Northwoods has received the notice of reinstatement and all payments required to be made hereunder in connection with such reinstatement. The renewal term commencing with the effective date of this Agreement shall be for a period ending on the first annual anniversary of such effective date; and thereafter the term of this Agreement shall be renewed: (i) at the end of such first renewal term, for a period of one year, and (ii) thereafter, annually on a year by year basis.

EXCEPT AS EXPRESSLY PROVIDED BY THIS SECTION 8(c)(3). LICENSEE SHALL HAVE NO RIGHT TO REINSTATE THIS AGREEMENT FOLLOWING THE TERMINATION THEREOF FOR ANY REASON.

9. FORCE MAJEURE. No failure, delay or default in performance of any obligation of a party to this Agreement (except the payment of money) shall constitute a default or breach to the extent that such failure to perform, delay or default arises out of a cause, existing or future, beyond the control (including, but not limited to: action or inaction of government, civil or military authority; fire; strike, lockout or other labor dispute; flood; war; riot; theft; earthquake; natural disaster or acts of God; national emergencies; unavailability of materials or utilities; sabotage; viruses; or the act, negligence or default of the other party) and without negligence or willful misconduct of the party otherwise chargeable with failure, delay or default. Either party desiring to rely upon any of the foregoing as an excuse for failure, default or delay in performance shall, when the cause arises, give to the other party prompt notice in writing of the facts which constitute such cause; and, when the cause ceases to exist, give prompt notice of that fact to the other party. This Section 9 shall in no way limit the right of either party to make any claim against third parties for any damages suffered due to said causes. If any performance date by a party under this Agreement is postponed or extended pursuant to this Section 9 for longer than ninety (90) calendar days, the other party, by written notice given during the postponement or extension, and at least thirty (30) days prior to the effective date of termination, may terminate this Agreement.

10. NOTICES. Unless otherwise agreed to by the parties in a writing signed by both parties, all notices required under this Agreement shall be deemed effective: (a) when sent and made in writing by either (1)(A) registered mail, (B) certified mail, return receipt requested, or (C) overnight courier, in any such case addressed and sent to the address set forth herein and to the attention of the person executing this Agreement on behalf of that party or that person's successor, or to such other address or such other person as the party entitled to receive such notice shall have notified the party sending such notice of; or (2) facsimile transmission appropriately directed to the attention of the person identified as the appropriate recipient and at the appropriate address under (a)(1) above, with a copy following by one of the other methods of notice under (a)(1) above; or (b) when personally delivered and made in writing to the person and address identified as appropriate under (a)(1) above.

11. GENERAL PROVISIONS.

- a. **Jurisdiction.** This Agreement and any claim, action, suit, proceeding or dispute arising out of this Agreement shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the State of Ohio without regard to its conflicts of laws provisions. Venue and jurisdiction for any action, suit or proceeding arising out of this Agreement shall vest exclusively in the federal or state courts of general jurisdiction in Franklin County, Ohio.
- b. **Interpretation.** Headings used in this Agreement are for reference and convenience purposes only and shall not in any way limit or affect the meaning or interpretation of any of the terms hereof. All defined terms in this Agreement shall be deemed to refer to the masculine, feminine, neuter, singular or plural, in each instance as the context or particular facts may require. Use of "hereunder," "herein, hereby and similar terms refer to this Agreement.
- c. **Waiver.** No waiver of any right or remedy on one occasion by either party shall be deemed a waiver of such right or remedy on any other occasion.
- d. **Integration.** This Agreement, including any and all exhibits and schedules referred to herein or therein set forth the entire agreement and understanding between the parties pertaining to the subject matter and merges all prior discussions between them on the same subject matter. Neither of the parties shall be bound by any conditions, definitions, warranties, understandings or representations with respect to the subject matter other than as expressly provided in this Agreement. This Agreement may only be modified by a written document signed by duly authorized representatives of the parties. This Agreement shall not be supplemented or modified by any course of performance, course of dealing or trade usage. Variance from or addition to the terms and conditions of this Agreement in any purchase order or other written notification or documentation, from Licensee or otherwise, will be of no effect unless expressly agreed to in writing by both parties. This Agreement will prevail over any conflicting stipulations contained or referenced in any other document.
- e. **Binding Agreement and Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Northwoods may assign this Agreement or its rights or obligations under this Agreement, in whole or in part, to any other person or entity. Licensee may not assign this Agreement or its rights or obligations under this Agreement, in whole or in part, to any other person or entity without the prior written consent of Northwoods. Any change in control of Licensee resulting from an acquisition, merger or otherwise shall constitute an assignment under the terms of this provision. Any assignment made without compliance with the provisions of this Section 11(e) shall be null and void and of no force or effect.
- f. **Severability.** In the event that any term or provision of this Agreement is deemed by a court of competent jurisdiction to be overly broad in scope, duration or area of applicability, the court considering the same will have the power and is hereby

**COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 11, 2010**

authorized and directed to limit such scope, duration or area of applicability, or all of them, so that such term or provision is no longer overly broad and to enforce the same as so limited. Subject to the foregoing sentence, in the event any provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will attach only to such provision and will not affect or render invalid or unenforceable any other provision of this Agreement.

- g. Independent Contractor. The parties acknowledge that Northwoods is an independent contractor and that it will be responsible for its obligations as employer for those individuals providing the Maintenance and Support Services.
- h. Export. Licensee agrees to comply fully with all relevant regulations of the U.S. Department of Commerce and all U.S. export control laws, including but not limited to the U.S. Export Administration Act, to assure that the Upgrades and Enhancements are not exported in violation of United States law.
- i. Injunctive Relief. The parties to this Agreement recognize that a remedy at law for a breach of the provisions of this Agreement relating to confidential information and intellectual property rights will not be adequate for Northwoods' protection and, accordingly, Northwoods shall have the right to obtain, in addition to any other relief and remedies available to it, specific performance or injunctive relief to enforce the provisions of this Agreement.

**ONSITE MAINTENANCE SERVICES AGREEMENT
NORTHWOODS CONSULTING PARTNERS, INC**

This Onsite Maintenance Services Agreement (Agreement) is made and entered into by and between Northwoods Consulting Partners, Inc., an Ohio corporation with its principal offices at 5815 Wall Street, Dublin, Ohio 43017, USA, (the Licensor, hereinafter Northwoods), and the company, person or entity executing this Agreement as the 'Licensee' in the space provided below (hereinafter "Licensee"):

Licensee's Name: Delaware County Department of Job & Family Services
Licensee's Address: 140 North Sandusky Street
2nd Floor
Delaware, Ohio 43015

This Agreement sets forth the terms and conditions under which Northwoods will provide fixed cost coverage for onsite maintenance and support (collectively, 'Maintenance') for the Covered Software and/or Hardware defined below or as otherwise provided herein.

RECITALS:

WHEREAS, Licensee has licensed specified software from Northwoods pursuant to the terms of a Compass Software & End User License Agreement (as the same may be amended or modified from time to time, hereinafter referred to as the EULA'); and

WHEREAS, Licensee has entered into an agreement for the maintenance of that specified software pursuant to the terms of a Compass Software Maintenance Agreement (as the same may be amended or modified from time to time, hereinafter referred to as the "Software Maintenance Agreement'); and

WHEREAS, Licensee desires to obtain, and Northwoods is willing to provide, onsite technical support services for the software and hardware covered under this Onsite Maintenance Services Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and intending to be legally bound, the parties hereto agree as follows:

1. DEFINED TERMS. The terms below will have the following meanings in this Agreement.
 - a. "Agents. or "Sub-Contractors' include any organization or individual authorized and appointed by either Licensee or Northwoods to act on their behalf.
 - b. "Agreement' includes this Onsite Maintenance Services Agreement, and any other agreement(s) executed in connection with this Agreement.
 - c. "Consumable Items' include all materials that can be used-up and must be replenished. Examples of Consumable Items include: printer toner, scanner lamps, rollers, glass, cleaning sheets, data tapes, CDs, DVDs, etc.
 - d. "Covered Hardware' refers to the hardware that is provided to Licensee by Northwoods and specifically listed in Northwoods invoices that the Licensee has property paid.
 - e. "Covered Software' refers to the software that is provided to Licensee by Northwoods and specifically listed in Northwoods invoices that the Licensee has property paid.

**COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 11, 2010**

f. "Database" in the context of this Agreement refers to the database software (MS SQL server, Oracle, MS Access, Sybase, etc.) or the index data and or image data stored in the database.

g. "Documentation" shall mean a functional description of the Covered Software, directions for installation and use, and any other explanatory material and any revisions necessary for a user to perform all of the functions of the Covered Software.

h. "Error" or "Problem" when used in the context of the Covered Software operation shall mean a demonstrable instance of adverse and incorrect operation of the Covered Software that impacts Licensee's ability to utilize a function of the Covered Software: (1) as provided for in the current documentation published by Northwoods; or (2) that was available prior to the report of the Error or Problem.

i. "EULA" is an acronym for "End User License Agreement." A "EULA" is the agreement between Licensee and Northwoods describing the roles and responsibilities of the parties with regards to the licensing of specific software and use thereof. All applicable EULAs must be in force prior to and throughout the term of this Agreement.

j. "Onsite Maintenance Services" are maintenance and support services provided by Northwoods on behalf of Licensee at a Licensee designated physical location other than the Northwoods offices or location.

k. "Operating System" (sometimes abbreviated as "OS") is the software program that, after being initially loaded into the computer by a boot program, manages all the other programs in a computer.

l. "Software Maintenance Agreement" is an agreement between Licensee and Northwoods that generally provides for upgrades and updates to the subject software. In addition, a Software Maintenance Agreement may provide phone support services and remote control support services for errors or problems that arise in connection to the subject software. All applicable Software Maintenance Agreements must be in force prior to and throughout the term of this Agreement.

m. "Upgrades and Enhancements" means any and all new versions, improvements, modifications, upgrades, updates, fixes and additions to the Software that Northwoods commercially releases to its end users generally during the term of this Agreement to correct deficiencies or enhance the capabilities of the Software, together with updates of the Documentation to reflect such new versions, improvements, modifications, upgrades, fixes or additions; provided, however, that the foregoing shall not include new, separate product offerings, new modules, re-platformed Software, new business process consulting, workflow changes or new functionality.

2. NORTHWOODS' OBLIGATIONS.

Maintenance and Support Services.

Northwoods shall use commercially reasonable efforts to correct any reported Error(s) in the Covered Software prepared on behalf of Licensee that is/are confirmed by Northwoods in the exercise of its commercially reasonable judgment. Upon the request of Licensee, Northwoods shall use commercially reasonable efforts to provide emergency repairs, adjustments, and other service to the Covered Software necessary to return the Covered Software to the same working condition that existed prior to Licensee's call for Service. This does not include installation, set up, or testing of new equipment, operator training or re-training, or replacement of consumable items. Maintenance and Support Services generally will be available during the hours of 8:00 am. to 5:00 p.m., in the Licensee's applicable time zone, Monday through Friday, excluding holidays. THIS ONSITE MAINTENANCE AGREEMENT REQUIRES THAT THE COVERED SOFTWARE HAVE AN APPLICABLE EULA AND AN APPLICABLE SOFTWARE MAINTENANCE AGREEMENT IN FORCE DURING THE DURATION OF THIS AGREEMENT.

Response Time.

Northwoods or Northwoods' appointed agents or subcontractors will use best efforts to provide timely response to all calls for service from Licensee. For purposes of this agreement, timely response will be defined as the time a Northwoods consultant arrives at the Licensee's designated site occurring within four (4) business operating hours [defined in section 2(a) above] of Northwoods' determination that onsite support is required to address the Licensee's issues. This determination will be made by Northwoods exercising reasonable commercial discretion. Exceptions to the 4-hour on-site response include any unforeseen events prohibiting Northwoods from meeting this response that are reasonable and beyond the control of Northwoods.

Unauthorized Service.

Northwoods shall be relieved of all responsibilities and obligations under this contract if repair or service work is performed on the system by anyone other than an authorized representative of Northwoods or Northwoods' appointed agents or subcontractors.

Covered Software Misuse.

Northwoods is not responsible for providing, or obligated to provide, Maintenance and Support Services

**COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 11, 2010**

under this Agreement: (a) if the Covered Software has been altered, revised, changed, enhanced, or modified in any manner that was not authorized in writing in advance by Northwoods; (b) in connection with any Errors or Problems that have been caused by defects, alterations, revisions, changes, enhancements or modifications in the database, operating system, third party software, hardware, or any system or network utilized by Licensee; (c) if the Covered Software has been subjected to abuse, misuse, improper handling, accident, or neglect; or (d) if any party other than Northwoods or Northwoods' appointed agents or sub-contractors has provided any services in the nature of Maintenance and Support Services to Licensee with respect to the Covered Software.

Exclusions.

Except as otherwise explicitly provided for elsewhere in this Agreement, Northwoods is not responsible for end user training or retraining, preventative maintenance visits by Northwoods technicians, forms creation services of any type, maintenance assistance with any non-covered hardware or software, business process consulting, workflow Recycle creation or modification, services to bring system back to working order after changes have been made to the system or supporting systems by State or County personnel or by anyone other than Northwoods to the desktop image, changes to hardware, new operating systems, repairs or adjustments necessitated by moving of hardware. THIS AGREEMENT DOES NOT PROVIDE COVERAGE FOR ANY HARDWARE SYSTEMS, OPERATING SYSTEMS, DATABASE SYSTEMS, NETWORK OPERATING SYSTEMS, HARDWARE DRIVERS, OR ANY SOFTWARE OR HARDWARE UNLESS specifically covered BY THIS AGREEMENT PURSUANT TO THE DEFINED TERMS HEREINABOVE.

3. LICENSEE'S OBLIGATIONS.

Operation of the Covered Software. Licensee acknowledges and agrees that it is solely responsible for the selection, operation, supervision, management, and control of the Covered Software, including but not limited to, providing training for its personnel, instituting appropriate security procedures, and implementing reasonable procedures to examine and verify all systems output before use. In addition, Licensee is solely responsible for its data, its database, and for maintaining suitable back-ups of the data and database to prevent data loss in the event of any hardware or software malfunction.

Technical Point of Contact. Licensee agrees to provide a "Technical Point of Contact" (TPOC) responsible for the operation, supervision, management, and control of the Covered Software. Licensee also agrees that all Covered Software support incident raised by Licensee's personnel will be reported to the TPOC, and the TPOC will provide the initial research, investigation and troubleshooting into the support incident, in the event the support incident can be resolved without the involvement of Northwoods, the TPOC will provide the support resolution to Licensee personnel. If, after initial research and investigation into a support question, the TPOC determines there is an Error or Problem with the Covered Software, the TPOC will report the Error or Problem to Northwoods. Licensee agrees that all communications regarding Covered Software Errors and Problems will be between the TPOC and Northwoods.

Post Implementation Training. Licensee agrees to provide any and all training for Licensee personnel on Covered Software and Covered Hardware after the Covered Software and Covered Hardware has been installed and is in use at Licensee's location, unless additional training services are purchased by Licensee from Northwoods through a separate agreement and purchase order.

Access and Accommodations. Licensee agrees to provide access to server room, servers, and work station PCs, including all necessary passwords and authentication. Licensee also agrees to provide usable office accommodations and services, including telephone, facsimile, printing facilities, and proper network connectivity.

Network Infrastructure. Licensee agrees to maintain all required network infrastructure to ensure persistent connectivity between Licensee's Workstations and Servers. This includes necessary networking hardware and associated software configuration and security settings. **Software and Hardware Not Covered.** Licensee agrees to provide all support and maintenance on all software and hardware that is not defined as 'Covered Software or Covered Hardware in the Defined Terms of this Agreement.

Back-ups. Licensee agrees to perform daily back-ups of all application related systems, databases, and data files and to maintain current back-up copies of other pertinent systems and data files.

4. LICENSEE'S BENEFITS. The following benefits, some of which are additional benefits described here for the first time, are provided to Licensee pursuant to this Agreement. **Response Time.** Licensee will receive timely response to all calls for service from Licensee within four (4) hours, except as described hereinabove in Section 2.

Upgrades and Enhancements, To the extent that there are major Upgrades or Enhancements to the Covered Software, Northwoods will install up to one (1) major Upgrades or Enhancement per year to Licensee upon request of Licensee, will provide all professional services hours and resources necessary for such installation, and will train Licensees TPOC on the new functionality of any such installation.

Server Health Checks. Northwoods will conduct remote server checks on the memory capacity and general operation of Licensee servers on a periodic (not less than semi monthly) basis and will communicate to Licensee's TPOC concerns over the health of Licensee's servers. **Training Sessions.** Licensee will be provided admission for up to five (5) individuals to the annual training hosted by Northwoods. Such training will be

**COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 11, 2010**

conducted at places and times determined by Northwoods in its sole discretion, and Licensee will be responsible for the transportation, lodging and expense costs for all individuals it sends to such training.

Annual Maintenance Assessment. Licensee will receive a scheduled, annual visit by Northwoods' maintenance manager or designee to assess Licensee's satisfaction with Northwoods' responsiveness to Licensee's needs and to respond to questions concerning the Northwoods Onsite Maintenance Agreement.

Server Infrastructure Consultation. Northwoods will serve as Licensee's first point of contact, and will provide secondary vendor facilitation and trouble closure for server software/hardware infrastructure integrally associated with the Covered Software.

5. TERM AND TERMINATION.

Subject to the early termination provisions of Section 5(b), the term of this Agreement is October 1 2010 through September 30, 2011, inclusive, upon the payment by Licensee of the applicable Onsite Maintenance Services fee.

Early Termination.

- 1) *Automatic.* This Agreement shall terminate automatically, without any other or further action on the part of either of the parties, immediately upon any termination of either the EULA or the Software Maintenance Agreement that have been executed between the parties.
- 2) *By Northwoods For Cause.* Northwoods shall be entitled to give written notice to Licensee of any breach by Licensee or other failure by Licensee to comply with any material term or condition of the EULA, the Software Maintenance Agreement or this Agreement, specifying the nature of such breach or non-compliance and requiring Licensee to cure the breach or non-compliance. If Licensee has not cured, or commenced to cure (if a cure cannot be performed within the time period set forth below), the breach or noncompliance within (A) in the case of non-payment, any breach of Section 1 of the EULA, or any breach of Section 3 of the Software Maintenance Agreement, ten (10) calendar days after receipt of such written notice, or (8) in the case of any other breach or noncompliance, twenty (20) business days after receipt of such written notice, Northwoods shall be entitled, in addition to any other rights it may have under this Agreement, or otherwise at law or inequity, to immediately terminate this Agreement.
- 3) *By Licensee.*
 - A) *For Convenience.* Licensee may terminate this Agreement at any time, for any reason or for no reason, upon not less than sixty (60) days advance written notice to Northwoods.
 - B) *For Cause.* Licensee shall be entitled to give written notice to Northwoods of any breach by Northwoods or other failure by Northwoods to comply with any material term or condition of this Agreement, specifying the nature of such breach or noncompliance and requiring Northwoods to cure the breach or non-compliance. If Northwoods has not cured, or commenced to cure (if a cure cannot be performed within the time period set forth below), the breach or non-compliance within twenty (20) business days after receipt of written notice, Licensee shall be entitled, in addition to any other rights it may have under this Agreement, or otherwise at law or in equity, to immediately terminate this Agreement; and thereafter, so long as Licensee has complied in all material respects with its obligations under the EULA, the Software Maintenance Agreement, and this Agreement and is current on all payment obligations under the EULA, the Software Maintenance Agreement, and this Agreement, Licensee shall be entitled to a refund from Northwoods of the unused portion of the annual maintenance fees for the then-current term of this Agreement. For these purposes, the unused portion of the annual maintenance fees" shall mean that portion of the annual maintenance fees paid by Licensee with respect to the term of this Agreement during which such termination of this Agreement is effective, equal to the total of such annual maintenance fees multiplied by a fraction, the numerator of which shall be the number of calendar months during the then-current term of this Agreement that remain until the end of such then-current term, commencing with the calendar month after the calendar month in which such termination is effective, and the denominator of which shall be the total number of calendar months in such then-current term determined without regard to such termination.
 - C) *Non-Renewal.* Licensee may elect not to renew this Agreement at the end of the then-current term of this Agreement by written notice to Northwoods on or prior to the date payment is due of Northwoods' invoice for annual maintenance fees for the next succeeding renewal term of this Agreement.
- 4) *By Either Party in Accordance with Section 12.* Either party may terminate this Agreement in accordance with the procedures set forth in Section 12.

Effect of Termination.

- 1) *Payments.* Notwithstanding any termination of this Agreement, Licensee shall be obligated to pay Northwoods for (A) all Maintenance and Support Services provided on a time and materials basis in accordance with this Agreement at any time on or prior to the effective date of termination; (B) all annual maintenance fees due with respect to any period commencing prior to the effective date of termination; and (C) all incidental costs and expenses incurred by Northwoods at any time on or prior to the effective date of termination. All such payments shall be made in accordance with the payment terms of this Agreement, which shall survive any such termination for these purposes.
- 2) *Survival of Obligations.* The termination of this Agreement will not discharge or otherwise affect any pre-

**COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 11, 2010**

termination obligations of either party existing under the Agreement at the time of termination. The provisions of this Agreement which by their nature extend beyond the termination of the Agreement will survive and remain in effect until all obligations are satisfied. No action arising out of this Agreement, regardless of the form of action, may be brought by Licensee more than one (1) year after the date the action accrued.

6. INVOICES AND PAYMENTS.

- a. Invoice for Initial Term. An invoice will be provided to Licensee after the execution of this Agreement, concurrently with the invoice for the initial Software purchase where applicable. Such invoice will be due payable within thirty days after receipt of the invoice.
- b. Invoice for Renewal Term(s). An invoice will be mailed to Licensee at least sixty (60) days prior to the expiration of the then current term and will be due payable within thirty (30) days after receipt of invoice.

7. NON-DISCLOSURE.

- a. Northwoods agrees that it will not, without the prior written consent of Licensee, use or disclose to any third party any client specific information that it learns during the course of the performance of its obligations under this Agreement or any accompanying written agreement between Northwoods and Licensee.
- b. Licensee agrees that it will not, without the prior written consent of Northwoods, use or disclose to any third party any Northwoods information concerning the trade secrets, methods, processes or procedures or any other confidential, financial or business information of Northwoods which it learns during the course of the performance of its obligations under this Agreement or any accompanying written agreement between Northwoods and Licensee.
- c. Notwithstanding anything to the contrary set forth in this Section, neither party will be in breach of this Agreement for disclosure of information or data of the other party which is: (1) known to the disclosing party prior to its receipt from the other party; (2) independently developed by the disclosing party without use of the other party's protected information or data; (3) in the public domain at the time of disclosure; or (4) received from a third party with a legal or contractual right to disclose such information or data.

8. WARRANTY. Northwoods agrees that for the consideration set forth in this Agreement Northwoods will be responsible for providing any services, which may be necessary to satisfy the warranty and other requirements set forth in this Agreement. Accordingly, Northwoods represents and warrants that:

- a. All services provided by Northwoods under this Agreement will be performed in a competent and workmanlike manner, equal to or above the standards of the Information Technology Industry and of good workmanlike and professional quality.
- b. Northwoods will have no responsibility with respect to errors in the covered products or systems to the extent that they result from: (1) Licensee actions made without approval by Northwoods; or (2) failure to use the products or systems in accordance with this Agreement.

9. LIMITATIONS OF LIABILITY. IN NO CASE SHALL NORTHWOODS' LIABILITY EXCEED THE AMOUNT OF THE ONSITE MAINTENANCE FEES ACTUALLY PAID BY LICENSEE. IN NO EVENT WILL NORTHWOODS OR ITS DIRECT OR INDIRECT SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR OTHER PECUNIARY LOSS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY USE OR INABILITY TO USE THE SOFTWARE, EVEN IF NORTHWOODS OR SUCH SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES. NORTHWOODS AND ITS FOR ANY COSTS INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR INFORMATION, THE COST OF RECOVERING SUCH DATA OR INFORMATION, THE COST OF SUBSTITUTE SOFTWARE, OR CLAIMS BY THIRD PARTIES.

10. ENTIRE AGREEMENT. This Agreement, together with its referenced attachments, exhibits and incorporations by reference, constitute the entire Agreement between the parties with respect to the subject matter hereof, and there are no other terms or conditions, express or implied, written or oral. This Agreement supersedes all prior oral or written representations, agreements, promises, or other communications, concerning or relating to the subject matter of this Agreement (not including the EULA or the Software Maintenance Agreement). This Agreement may not be amended or modified except by a written agreement signed by authorized representatives of each party. The failure of either party in any one or more instances to insist upon strict performance of any of the terms or provisions of this Agreement will not be construed as a waiver or relinquishment, to any extent, of the right to assert or rely upon any such terms or provisions on any future occasion. No terms or conditions of any Licensee purchase order or other form will be effective as a modification of the terms and conditions of this Agreement. The headings in the Agreement are for convenience only and do not effect the meaning of this Agreement.

11. SEVERABILITY. The invalidity of any provision of this Agreement will not affect the validity of the remaining provisions, and this Agreement will be construed as if such invalid provision has been omitted.

12. FORCE MAJEURE. No failure, delay or default in performance of any obligation of a party to this Agreement (except the payment of money) shall constitute a default or breach to the extent that such failure to perform, delay or default arises out of a cause, existing or future, beyond the control (including, but not limited to: action or inaction of governmental, civil or military authority; fire; strike, lockout or other labor dispute; flood; war; riot; theft; earthquake; natural disaster or acts of God; national emergencies; unavailability of materials or utilities; sabotage; viruses; or the act, negligence or default of the other party) and without neglect or willful misconduct of the party otherwise chargeable with

**COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 11, 2010**

failure, delay or default. Either party desiring to rely upon any of the foregoing as an excuse for failure, default or delay in performance shall, when the cause arises, give to the other party prompt notice in writing of the facts which constitute such cause; and, when the cause ceases to exist, give prompt notice of that fact to the other party. This Section 12 shall in no way limit the right of either party to make any claim against third parties for any damages suffered due to said causes. If any performance date by a party under this Agreement is postponed or extended pursuant to this Section 12 for longer than ninety (90) calendar days, the other party, by written notice given during the postponement or extension, and at least thirty (30) days prior to the effective date of termination, may terminate this Agreement.

13. NOTICES. All notices and other communications required or permitted to be given under this Agreement will be given in writing by hand delivery or by prepaid U.S. certified mail with return receipt requested, or by reputable overnight courier with package tracing capabilities, to the address listed in this Agreement or at such other address as such party may designate by notice to the other party.

14. DISCLAIMER OF AGENCY. This Agreement does not constitute a partnership agreement, nor does it authorize either the Manufacturer of the Products or Systems, Northwoods or Licensee to serve as the legal representative or agent of the other. Neither party hereto will have any right or authority to assume, create, or incur any liability or any obligation of any kind, express or implied, against or in the name of or on behalf of the other party.

15. GOVERNING LAW. This Agreement will be construed as having been made in, and will be construed in accordance with, the laws of the State of Ohio (without regard to its conflicts rules). Any legal action brought concerning this Agreement or any dispute hereunder shall be brought only in the courts of the State of Ohio, in the County of Franklin, or in the federal courts located in such state and county. Both parties submit to venue and jurisdiction in these courts.

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

RESOLUTION NO. 10-1356

IN THE MATTER OF SETTING DATE AND TIME FOR A PUBLIC HEARING #2 TO CONSIDER DEMOLITION OF THE PROPERTY LOCATED AT 4841 COUNTY HOME ROAD WHICH IS ELIGIBLE FOR LISTING IN THE NATIONAL REGISTER AND THE DEMOLITION OF THE PROPERTY LOCATED AT 116 N. SANDUSKY STREET WHICH IS CONSIDERED A CONTRIBUTING RESOURCE IN THE HISTORIC NORTHWEST DISTRICT IN THE CITY OF DELAWARE WHICH IS LISTED IN THE NATIONAL REGISTER AND THE APPROVAL OF ADVERTISING THE PROJECT:

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

Whereas, a public hearing will be held on **Monday, October 25, 2010, at 9:30 a.m.** in the County Commissioners Office located at 101 North Sandusky Street in Delaware, Ohio. This hearing is required to consider the demolition of properties located at 4841 County Home Road and 116 N. Sandusky St., Delaware, Ohio. The buildings will be demo with Neighborhood Stabilization Program (NSP) funds.

Notice
Delaware County
Notice of Public Hearing#2

The Delaware County Board of Commissioners anticipates requesting the approval from the Ohio Department of Development to utilize Delaware County Revolving Loan Funds to assist in funding projects. The Delaware County Revolving Loan Fund (RLF) purpose is to encourage the expansion and stability of the economic base of, and encourage increased employment opportunities, particularly for low and moderate (LMI) income persons within Delaware County.

On January 5, 2009, the County conducted its first public hearing to inform citizens about the Revolving Loan Program. Based on both citizen input and local officials' assessment of County's needs, the County is considering undertaking the following RLF Project.

The demolition of properties located at 4841 County Home Road and 116 N. Sandusky St., Delaware, Ohio. The buildings will be demo with Neighborhood Stabilization Program (NSP) funds

Citizens are encouraged to attend this meeting on October 25, 2010, at 9:30 am to provide their input on the RLF Project.

Now Therefore Be It Resolved, that the Delaware County Commissioners approve the date and time of **9:30 am on Monday, October 25, 2010,** at 101 North Sandusky Street Delaware, Ohio 43015, for Public Hearing #2 to consider using Delaware County Revolving Loan Funds (RLF) to demo properties located at 4841 County Home Road and 116 N. Sandusky St., Delaware, Ohio with NSP funds.

**COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 11, 2010**

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

RESOLUTION NO. 10-1357

IN THE MATTER OF AUTHORIZING THE ACCEPTANCE AND AWARDING OF THE BID AND APPROVING THE CONTRACT SUBMITTED BY THOMAS & MARKER CONSTRUCTION FOR THE CITY OF POWELL INCUBATOR ADA RENOVATIONS:

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

WHEREAS, the Ohio Department of Development provides financial assistance to local governments under the Community Development Block Grant (CDBG) Formula Program to Delaware County; and

WHEREAS, the City of Powell reviewed the bids received, and the bid submitted by Thomas & Marker Construction, in the amount of \$146,900.00 has been determined to be the lowest and best bid, and

WHEREAS, the Director of the Economic Development Department recommends approval of the following:

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio as follows:

Section 1. That the Delaware County Board of Commissioners awards the bid to Thomas & Marker Construction, in the amount of \$146,900.00 for the City of Powell Incubator ADA Renovation.

Section 2. That this resolution shall take effect and be in force immediately after its passage.

CONTRACT

THIS AGREEMENT made this 11th day of October 2010, by and between, Thomas & Marker Construction, hereinafter called the "Vendor" and Delaware County Commissioners, hereinafter called the "Owner" and City of Powell hereinafter called the "Contributor".

WITNESSETH, that the Company, Owner and Contributor for the considerations stated herein mutually agree as follows:

The City of Powell Incubator ADA Renovations Project will consist of interior and exterior building renovations to the City of Powell building located at 44 N. Liberty St., Powell, Ohio.

The City of Powell will be responsible for any amount over 93,430.00.

ARTICLE 1. **Statement of Work.**

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services including utility and transportation services, and perform and complete all work required for the ADA Renovation to Powell building located at 44 N. Liberty Street, Powell, Ohio.

ARTICLE 2. **The Contract Price.**

The Owner will pay the Company for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum of up to One Hundred Forty-Six Thousand Nine Hundred and 00/100 (Dollars) \$ 146,900 subject to additions and deductions as provided in Section 109 hereof.

1. Choose term most applicable: a corporation organized and existing under the laws of the State of Ohio; a partnership consisting of N/A; and individual trading as N/A.

2. Supply principal items of Contract such as electrical, concrete, signs, caution tape and other items needed.

ARTICLE 3. **Contract.**

The executed contract documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation for Bids
- d. Instructions to Bidders
- e. Signed copy of Bid
- f. General Conditions, Parts I and II
- g. Special Conditions

**COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 11, 2010**

- h. Technical Specifications
- i. Drawings (as listed in the Schedule of Drawings)

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

Article 4. Miscellaneous Terms & Conditions

- 4.1 Company agrees that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Contract. Company also agrees that, as an independent Company, Company assumes all responsibility for any federal, state, municipal, or other tax liabilities alone with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder.
- 4.2 This Contract shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Contract shall be filed in and heard before the courts of Delaware County, Ohio.
- 4.3 No term or provision of this Contract shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 4.4 If any item, condition, portion, or section of this Contract or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Contract and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with to the fullest extent permissible under the law.
- 4.5 Company certifies that it has no outstanding findings for recovery pending or issues against it by the State of Ohio.
- 4.6 The Company shall indemnify and hold harmless the county, its agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses or any other liabilities which they may incur as a result of bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, caused in whole or part by the negligent act or omission of the Company, any subCompany, any person directly or indirectly employed by any of them or any person for whose acts any of them may be liable.

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

RESOLUTION NO. 10-1358

IN THE MATTER OF CANCELING THE LEASE AGREEMENT WITH THE BROWN RODMAN PARTNERSHIP FOR THE JUVENILE COURT FACILITY AT 86-88 NORTH SANDUSKY STREET, DELAWARE, OHIO:

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

WHEREAS, on or about April 23, 2007, the Delaware County Board of Commissioners (the "Board") and the Brown Rodman Partnership entered into a lease agreement (the "Agreement") for the Delaware County Juvenile Court facility (the "Facility") at 86-88 North Sandusky Street, Delaware, Ohio; and

WHEREAS, on or about September 29, 2009, the Board and Brown Rodman Partnership modified the Agreement to extend the lease term through December 31, 2010; and

WHEREAS, on September 11, 2010, the Facility suffered extensive smoke and water damage due to a fire in a neighboring building, rendering the Facility untenable; and

WHEREAS, the Facility is expected to remain untenable in excess of 180 days, well beyond the term of the Agreement; and

COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD OCTOBER 11, 2010

WHEREAS, pursuant to Section 6 of the Agreement, “[i]f the damage cannot be repaired within one hundred eighty (180) days, either party shall have the option of canceling this lease within thirty (30) days after such damage occurs.”

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

Section 1. The Board hereby cancels the Agreement with Brown Rodman Partnership for the lease of the Facility.

Section 2. The Clerk of the Board is hereby directed to cause a certified copy of this Resolution to be delivered to the Brown Rodman Partnership at 1510 West William Street, Delaware, Ohio 43015, via personal delivery and certified U.S. Mail.

Section 3. This Resolution shall take immediate effect upon adoption.

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

RESOLUTION NO. 10-1359

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR COMMISSIONERS GENERAL:

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

Transfer of Appropriation

From	To	
10011102-5801 Commissioners General/Transfers	10011102-5301 Commissioners General/Professional Services	80,000.00
10011102-5801 Commissioners General/Transfers	10029203-5360 Municipal Court/Court Services	25,000.00

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

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Hanks

-received a letter from a company asking for an apology for remarks made in session on Thursday October 7, 2010 by the Recorder

Commissioner O'Brien

-No Additional Comments

Commissioner Thompson

-Board of Revisions Meetings Still Occurring

RESOLUTION NO. 10-1360

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 AND FOR PENDING OR IMMINENT LITIGATION:

It was moved by Mr. Hanks, seconded by Mr. Thompson to adjourn into Executive Session at 10:30AM.

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

RESOLUTION NO. 10-1361

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 11:17AM.

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

RESOLUTION NO. 10-1362

COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 11, 2010

IN THE MATTER OF ADJOURNING THE MEETING:

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

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

Todd Hanks

Ken O'Brien

Tommy Thompson

Jennifer Walraven, Clerk to the Commissioners