

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 12, 2011

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

Present:
Dennis Stapleton, President
Ken O'Brien, Vice President
Tommy Thompson, Commissioner

RESOLUTION NO. 11-954

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD SEPTEMBER 8, 2011:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on September 8, 2011; 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. Stapleton Aye Mr. O'Brien Aye

RESOLUTION NO. 11-955

IN THE MATTER OF APPROVING THE PLAT OF SUBDIVISION FOR MEADOWS AT LEWIS CENTER SECTION 1, PHASE A:

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

Whereas, Jones/Lewis Center, LLC has submitted the Plat of Subdivision ("Plat") for Meadows at Lewis Center Section 1, Phase A, including related development plans ("Plans") and requests approval thereof by the Board of Commissioners of Delaware County; and

Whereas, the Orange Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on April 13, 2011; and

Whereas, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on April 13, 2011; and

Whereas, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on April 13, 2011; and

Whereas, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on April 29, 2011; and

Whereas, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat on May 27, 2011;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Meadows at Lewis Center Section 1, Phase A.

Meadows at Lewis Center Section 1, Phase A

Situated In The State Of Ohio, County Of Delaware, Township Of Orange. Farm Lot 16 (25.424 acres), Quarter Township 2, Township 3, Range 18 United States Military Lands, containing 25.424 acres of land, more or less, said 25.424 acres being part of that tract of land conveyed to Jones/Lewis Center LLC by deed of record in Official Record 720, Page 2291 being of record in the Recorder's Office, Delaware, County, Ohio. Cost \$99.00

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

RESOLUTION NO. 11-956

IN THE MATTER OF APPROVING A DITCH MAINTENANCE PETITION AND THE DITCH

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MAINTENANCE ASSESSMENTS FOR OLENTANGY FALLS SECTION 2:

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

WHEREAS, on August 22, 2011, a Ditch Maintenance Petition for Olentangy Falls Section 2 was filed with the Board of Commissioners of Delaware County (the “Board”), and

WHEREAS the Petition sets forth the drainage improvements that have been or will be constructed within Olentangy Falls Section 2 located off Taggart Road, south of Hyatts Road in Orange Township; and

WHEREAS, the Petitioners have requested that the drainage improvements be accepted into the Delaware County Drainage Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for the improvements in the subject lot to cover the cost of current and future maintenance of the improvements; and

WHEREAS, the Petitioners represent 100% of the property owners to be assessed for maintenance related to this drainage improvement and have waived their rights to a public viewing and hearing; and

WHEREAS, based on a review of the Petition and all accompanying documents, the Board has determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

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

Section 1. The Board hereby grants the Petition, the Board having found and determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

Section 2. The Board hereby approves the maintenance assessments, in accordance with the Petition, as follows:

The cost of the drainage improvements is \$22,845.00 for the benefit of the property and its adjoining area. An annual maintenance fee equal to 2% of this basis (\$456.90) shall be collected for this property. The basis for calculating the maintenance assessment shall be reviewed and subject to revision every six (6) years. The first year’s assessment for the property in the amount of \$456.90 has been paid to Delaware County, receipt of which is hereby acknowledged.

Section 3: This Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were in meetings open to the public, in compliance with the laws of the State of Ohio.

Vote on Motion Mr. Stapleton Aye Mr. Thompson Aye Mr. O’Brien Aye

RESOLUTION NO. 11-957

IN THE MATTER OF AWARDING THE BID AND APPROVING THE CONTRACT WITH
COMPLETE GENERAL CONSTRUCTION COMPANY FOR THE SAWMILL PARKWAY SIGNAL
PROJECT-REBID, CR609:

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

SAWMILL PARKWAY SIGNAL PROJECT-REBID, CR 609
RE-BID OPENING OF AUGUST 23, 2011

Whereas, as the result of the above referenced bid opening, The Engineer recommends that a bid award be made to Complete General Construction Company of Columbus, Ohio, the low bidder for the project. A copy of the bid tabulation is available for your information, and

Whereas, available are two copies of the Contract with Complete General for your approval along with copies of the Certification Affidavit in Compliance with O.R.C. Section 3517.33 and the Terrorist Exclusion List, and

Whereas, the County Engineer recommends approval of the Contract between the Delaware County Commissioners and Complete General Construction Company for the Sawmill Parkway Signal Project-REBID, CR 609;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Contract between The Delaware County Commissioners and Complete General Construction Company for the Sawmill Parkway Signal Project-REBID, CR 609.

CONTRACT

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THIS AGREEMENT is made this 12th day of September, 2011 by and between **Complete General Construction Company**, hereinafter called the "Contractor" and the Delaware County Commissioners, hereinafter called the "Owner".

Complete General Construction Company
1221 E. Fifth Avenue
Columbus, Ohio 43219

The Contractor and the Owner for the considerations stated herein mutually agree as follows:

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 construction of the improvements embraced in the project named "Sawmill Parkway Signal Project-REBID, CR 609", and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

The Owner will pay the Contractor 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 not to exceed **Two Hundred Seventy-Two Thousand Nine Hundred Twenty Seven Dollars and Forty-Five Cents (272,927.45)**, subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation to Bid
- d. Instructions to Bidders
- e. Signed copy of bid
- f. Work Specifications (including all plans, drawings, etc.)
- g. Specifications – General Provisions
- h. Federal and State Requirements

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 parts, the provision of the component part first enumerated in this ARTICLE 3 shall govern except as otherwise specifically stated.

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

RESOLUTION NO. 11-958

IN THE MATTER OF APPROVING CONTRACT MODIFICATION NUMBER 2 (PRELIMINARY ENGINEERING – PART 2 [MINOR PDP STEP 4]) BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND URS CORPORATION – OHIO FOR DEL-CR10-0.00 SOUTH OLD STATE ROAD IMPROVEMENTS:

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

Whereas, the County Engineer recommends approval of the contract modification Number 2 (Preliminary Engineering – Part 2 (Minor PDP Step 4) between the Delaware County Board of Commissioners and URS Corporation – Ohio for DEL-CR10-0.00 South Old State Road Improvements;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the contract modification Number 2 (Preliminary Engineering – Part 2 [Minor PDP Step 4]) between the Delaware Board of Commissioners and URS Corporation – Ohio, for DEL-CR10-0.00 South Old State Road Improvements;

**PROFESSIONAL SERVICES CONTRACT
MODIFICATION #2
DEL-CR10-0.00 SOUTH OLD STATE ROAD IMPROVEMENTS
PRELIMINARY ENGINEERING – PART 2 (Minor PDP Step 4)**

Section 1 – Parties to the Agreement

This Modification #2 to the Agreement dated May 10, 2010, is made and entered into this 12th day of September,

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2011 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 ("County"), and the firm of URS Corporation - Ohio ("Consultant"). This Modification #2 is made pursuant to Section 10 of the Agreement, of which this Modification #2 shall be made a part.

Section 2 – Contract Administrator

The Delaware County Board of Commissioners hereby designates the Delaware County Engineer as Administrator and agent of the Board for Work performed in accordance with this Agreement. The Administrator shall have general supervision of the Work and authority to order commencement or suspension of Work.

Section 3 – Scope of Services (Work)

Consultant agrees to furnish, unto the County, professional engineering services for the project known as DEL-CR10 South Old State Road Improvements, (Preliminary Engineering – Part 2) including those services listed in the Scope of Services agreed upon by the County and Consultant and the Price Proposal for Minor PDP Step 4 (last revision dated August 18, 2011), by this reference hereby made part of this Agreement. Consultant further agrees to perform the Work promptly and in a skillfully competent manner under the direction of the Administrator and in accordance with generally accepted professional engineering standards.

Section 4 – Compensation

Compensation for Work performed under this Modification #2 shall be based on a lump sum fee not to exceed Four Hundred Seventy Eight Thousand Six Hundred Fifty Four Dollars (\$478,654) as detailed in September 14, 2010 cost proposal submittal. Compensation for those tasks listed in the Price Proposal shall constitute full payment for all labor, equipment and materials required to complete those tasks.

The new total contract amount is therefore \$959,989.00 (\$191,335 [Steps 1-2] + \$290,000 [Modification #1] + \$478,654 [Modification #2])

Section 5 – Payment

Compensation shall be paid based no more than once monthly and shall be based on the Consultant's cost to date in accordance with the Consultant's Price Proposal, determined by the Consultant and approved by the Administrator. Invoices shall be submitted to the Administrator by the Consultant on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. Consultant shall not commence any "If Authorized" task until written authorization for such work is provided by the County. The County may request additional documentation to substantiate said invoices and the Consultant shall promptly submit documentation as needed to substantiate said invoices. Invoices are due and payable within 30 days of receipt.

Section 6 – Completion of Work, Delays and Extensions

All Work associated with this Agreement shall be completed by the Consultant no later than August 1, 2012. In the event that unforeseen and unavoidable delays prevent the timely completion of the Work provided under this Agreement, the Consultant may make a written request for time extension, and the Administrator may grant such an extension provided that all other terms of the Agreement are adhered to.

Section 7 – Insurance

- 7.1 **General Liability Coverage:** Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.2 **Automobile Liability Coverage:** Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.3 **Workers' Compensation Coverage:** Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.4 **Professional Liability Insurance:** Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the Preliminary Engineering services hereunder plus three (3) years following any additional services provided for Final Engineering, services during construction, or other professional services, providing such insurance is readily available at reasonable prices. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 7.5 **Additional Insureds:** The County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 7.1 and 7.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 7.6 **Proof of Insurance:** Prior to the commencement of any work under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.

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Section 8 – Indemnification

The Consultant shall indemnify and hold free and harmless the County and its employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Consultant, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

Section 9 – Suspension or Termination of Agreement

The County may suspend or terminate this Agreement at any time for the convenience of the County, at which time the County shall provide written notice to the Consultant ordering termination of Work. The Consultant shall immediately suspend or terminate Work, as ordered by the County. In the case of Termination, the Consultant shall submit a final invoice within sixty (60) days of receiving Notice of Termination for Work completed up to the date of termination. The County is not liable for payment for work performed after the date of termination.

Section 10 – Change in Scope of Work

In the event that significant changes to the Scope of Services as defined in Section 3 are required during performance of the Work, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall be approved by both parties.

Section 11 – Ownership of Engineering Documents

Upon completion or termination of the Agreement, the Consultant shall provide copies, if requested, to the County of all documents or electronic files produced under this Agreement. Provided Consultant has been paid, the County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement. This section does not require unauthorized duplication of copyrighted materials.

Section 12 – Change of Key Consultant Staff

The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or subconsultants assigned to the Work as contemplated at the time of executing this Agreement.

Section 13 – Miscellaneous Terms & Conditions

- 13.1 **Prohibited Interests:** Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year there after shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 13.2 **Entire Agreement:** This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, 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.
- 13.3 **Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 13.4 **Headings:** The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- 13.5 **Waivers:** No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement 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.
- 13.6 **Severability:** 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.
- 13.7 **Findings for Recovery:** Consultant certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

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13.8 Homeland Security: Consultant certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list. Pursuant to R.C. § 2909.33, Consultant agrees to make such certification by completing the declaration of material assistance/nonassistance described in R.C. § 2909.33(A) and understands that this Agreement is contingent upon full completion of such certificate and “No” being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Agreement and by this reference made a part of this Agreement.

13.9 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

Consultant further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

Consultant certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.

Consultant certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

13.10 Campaign Finance – Compliance with R.C. 3517.13: Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Contractor/Provider, therefore, is required to complete the attached certificate/affidavit entitled “Certification/Affidavit in Compliance With O.R.C. Section 3517.13.” **Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract.** Such certification is attached to this Contract and by this reference made a part thereof.

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

RESOLUTION NO. 11-959

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, THE BOARD OF COMMISSIONERS OF LICKING COUNTY, THE DELAWARE COUNTY ENGINEER AND THE LICKING COUNTY ENGINEER FOR MAINTENANCE AND IMPROVEMENTS OF DELAWARE-LICKING COUNTY LINE ROAD (COUNTY ROAD #51):

It was moved by Mr. O’Brien, seconded by Mr. Thompson to approve the following:

Whereas, the County Engineer recommends approval of the Agreement Between The Board Of Commissioners Of Delaware County, The Board Of Commissioners Of Licking County, The Delaware County Engineer And The Licking County Engineer For Maintenance And Improvements Of Delaware-Licking County Line Road (County Road #51);

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Agreement Between The Board Of Commissioners Of Delaware County, The Board Of Commissioners Of Licking County, The Delaware County Engineer And The Licking County Engineer For Maintenance And Improvements Of Delaware-Licking County Line Road (County Road #51)

**AGREEMENT
FOR MAINTENANCE AND IMPROVEMENTS OF
DELAWARE-LICKING COUNTY LINE ROAD (COUNTY ROAD #51)**

THIS AGREEMENT, is made by and between the Board of Commissioners of Delaware County, Ohio (DELAWARE COUNTY), the Board of Commissioners of Licking County, Ohio (LICKING COUNTY), the Delaware County Engineer and the Licking County Engineer (hereinafter collectively referred to as the “Counties).

WITNESSETH

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In consideration of the terms and conditions hereinafter stated, the Counties agree as follows:

SECTION 1: DEFINITIONS

The following terms are defined herein:

Major Maintenance or Major Improvements – Widening or major reconstruction of the improved portions of a road, construction of intersection improvements including traffic signals, turn lanes or other types of intersections, bicycle or pedestrian facilities, repair of major or catastrophic damage, improvements undertaken pursuant to petition or paid for in whole or part by property tax assessments, or any other project or work not deemed to be minor by both county engineers.

Minor Maintenance or Minor Improvements – Resurfacing, paving, graveling, regrading of slopes, installation or repair of road signs, pavement markings, reflectors, guardrails or other barriers, repair and replacement of culverts, bridges, storm sewers or other drainage structures, mowing, trimming or removal of trees and brush, removal of snow and ice or other obstructions, cleaning of ditches, inspection and inventory of the road, culverts, bridges located thereupon and reporting of bridge inventory to other agencies as required by law.

SECTION 2: AUTHORITY

Section 5535.01 requires that county roads be maintained by the board of county commissioners.

Section 307.15 of the Ohio Revised Code provides that a board of county commissioners may enter into agreements with a board of commissioners of another county whereby the board undertakes, and is authorized by the contracting subdivision, to exercise any power, perform any function, or render any service, on behalf of the contracting subdivision or its legislative authority, that such subdivision or legislative authority may exercise, perform, or render.

SECTION 3: PURPOSE

Delaware-Licking County Line Road (County Line Road), also known as County Road #51, is a public road established on the common line of Delaware and Licking Counties. This agreement shall set forth the responsibility for maintenance and improvement of County Line Road by the respective counties for the mutual benefit of both counties and the convenience and welfare of the public.

SECTION 4: SECTIONS OF ROAD DEFINED

County Line Road shall be divided into three (3) sections for purposes of this agreement, hereinafter known as Section A, Section B and Section C.

Section A shall include all portions of the right of way of County Line Road, now and as may be altered in the future, extending from the southern county line of Delaware County to the intersection with Delaware County Road #25 (Center Village Road) and Licking County Road #33 (Duncan Plains Road). The length of this section is approximately 2.09 miles.

Section B shall include all portions of the right of way of County Line Road, now and as may be altered in the future, extending from the intersection of Delaware County Road #25 (Center Village Road) and Licking County Road #33 (Duncan Plains Road) to the intersection with Trenton Township Road #49 (Murphy Road) and Hartford Township #43 (Roberts Road). The length of this section is approximately 5.30 miles.

Section C shall include all portions of the right of way of County Line Road, now and as may be altered in the future, extending from the intersection with Trenton Township Road #49 (Murphy Road) and Hartford Township #43 (Roberts Road) to the northern line of Delaware County. The length of this section is approximately 3.04 miles.

SECTION 5: RESPONSIBILITY FOR MINOR MAINTENANCE AND MINOR IMPROVEMENTS

DELAWARE COUNTY shall have responsibility for Minor Maintenance and Minor Improvements within **Sections A and C** as previously defined.

LICKING COUNTY shall have responsibility for Minor Maintenance and Minor Improvements within **Section B** as previously defined.

The Counties shall mutually cooperate to perform Minor Maintenance and Minor Improvements at intersections at the beginning and ends of sections previously defined without any additional written agreement being required.

Nothing in this agreement shall be construed as to alter the reported inventory mileage of County Line Road to other agencies.

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SECTION 6: RESPONSIBILITY FOR MAJOR MAINTENANCE AND MAJOR IMPROVEMENTS

The boards of county commissioners and county engineers of both counties shall enter into a separate cooperative agreement for any Major Maintenance or Major Improvements of County Line Road, whereby the costs and responsibilities for the project are shared between the Counties.

SECTION 7: ACQUISITION OF ADDITIONAL RIGHT OF WAY

The Counties shall cooperate to acquire necessary rights of way for any project undertaken pursuant to this agreement. Each county shall be responsible for acquiring necessary rights of way within the bounds of the respective county unless otherwise specified in a separate agreement.

SECTION 8: LICENSES AND PERMITS FOR WORK WITHIN THE ROAD

Each county shall administer permits for work within the bounds of the respective county, including construction of utilities, driveways, or any other work within County Line Road. When work is required on both sides of the county line, the Counties shall cooperate to issue their respective permits. The County Engineer of the county issuing the license or permit shall provide a copy of said permit to the other county within sections of road maintained by the other county as stipulated in Section 5 of this Agreement.

SECTION 9: NOTICE OF IMPROVEMENT

The county engineer of a county desiring to perform maintenance or make an improvement to County Line Road that requires closing to traffic of the road shall notify the county engineer of the other county of the planned action at the earliest date practicable. The plans for the maintenance project or the improvement shall provide for the maintenance of traffic as set forth by Section 5543.17 of the Ohio Revised Code.

SECTION 10: TERM

This agreement shall become effective on the date of this agreement and shall terminate on December 31, 2015, unless the Counties mutually agree to an extension prior to that date.

SECTION 11: TERMINATION OF AGREEMENT

For the benefit of both Counties and the convenience and welfare of the public, this agreement shall not be terminated or suspended except that when acting for good cause, a board of county commissioners may unilaterally terminate or suspend this agreement upon filing proper written notice with the other board at least one year in advance of the effective date of termination, stating the intention of the board to suspend or terminate the agreement for good cause.

The boards of county commissioners may mutually agree to terminate or suspend this agreement at any time for any reason by action of both boards.

SECTION 12: MISCELLANEOUS TERMS AND CONDITIONS

- 12.1 Entire Agreement: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the Counties, 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 Counties except as provided in Section 11 of this Agreement.
- 12.2 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of either Delaware County or Licking County, Ohio.
- 12.3 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Counties and no purposes of interpretation shall be made to the contrary.
- 12.4 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement 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.
- 12.5 Severability: 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

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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. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Aye

RESOLUTION NO. 11-960

IN THE MATTER OF APPROVING PLANS, SPECIFICATIONS AND ESTIMATES FOR THE IMPROVEMENTS KNOWN AS DEL-CR51-1.55 AND SETTING THE BID DATES FOR PORTIONS OF THE PROJECT REQUIRING COMPETITIVE BIDDING:

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

WHEREAS, the Delaware County Board of Commissioners (the "Board") has entered into an agreement with the Licking County Board of Commissioners, whereby the Board agrees to have responsibility for performing minor improvements, including bridge replacement, to designated portions of County Road 51; and

WHEREAS, the Delaware County Engineer has prepared plans, specifications, and estimates for the Improvements known as DEL-CR51-1.55 South County Line Road Bridge Replacement, which includes replacement of a structurally deficient bridge; and

WHEREAS, section 5543.19 of the Revised Code provides that the County Engineer may proceed with construction, reconstruction, improvement, maintenance, or repair of bridges and culverts by force account; and

WHEREAS, the County Engineer has estimated the force account cost associated with the Improvement will not exceed \$82,500; and

WHEREAS, the County Engineer recommends that the furnishing and installation of the required precast concrete box culverts for said Improvements be competitively bid in accordance with sections 307.86 to 307.92 of the Revised Code, so named Delaware County Box Culvert Supply Contract 2011-2; and

WHEREAS, the County Engineer has estimated said Contract cost at \$72,000;

NOW, THEREFORE be it resolved by the Board of Commissioners that:

Section 1: The plans, specifications and estimates for the Improvement known as DEL-CR51-1.55 South County Line Road Bridge Replacement are hereby approved.

Section 2: The County Engineer is hereby authorized to construct portions of the Improvement by Force Account as provided by section 5543.19 of the Revised Code.

Section 3: The County Engineer is hereby authorized to advertise for and receive bids on behalf of the Board for Delaware County Box Culvert Supply Contract 2011-2 in accordance with the following Invitation to Bid:

Public Notice
Advertisement for Bids

Sealed bids will be received at the Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015, until 10:00 am on Tuesday, October 4, 2011, at which time they will be publicly opened and read aloud, for the project known as Delaware County Box Culvert, Supply Contract No. 2011-2.

The proposals must be made on the forms provided in the Contract Documents or a copy thereof and shall contain the full name and address of the bidder. All bids shall be sealed and plainly marked "SEALED BID FOR Delaware County Box Culvert". Bid shall be accompanied by a Bid Security in the form of a bid bond in the amount of one hundred percent (100%) of the bid or a certified check in the amount of ten percent (10%) of the bid.

The Owner of the project is the Delaware County Board of Commissioners. Copies of the plans and specifications must be obtained from the Delaware County Engineer's Office, 50 Channing Street, Delaware, Ohio 43015. Cost for printed copies of each set of plans & specifications is \$10 and the cost is non-refundable. Plans and specifications may also be downloaded, free of charge, from the Delaware County Engineer's website at www.co.delaware.oh.us/ebids. All bidders must register as a plan holder with the Delaware County Engineer's Office in person or through the website.

The Owner requires that the precast concrete units be delivered on or before November 30, 2011. The estimated commencement of work date is October 17, 2011. No bids shall be withdrawn for a period of sixty (60) days after the opening thereof. Awarding of the contract shall be to the Lowest and Best bidder as determined by the Delaware County Board of Commissioners in the best interest of the County. The Board reserves the right to reject any or all bids. Delaware Gazette Advertisement Dates: September 16, 2011, September 23, 2011

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SCOPE OF WORK
Delaware County Box Culvert
Supply Contract 2011-2

This contract includes fabricating, delivering and providing the necessary labor to join precast box culverts, headwalls and wingwalls on a bridge replacement project to be built by Delaware County crews. The Contractor shall furnish the required size of precast box culvert, including precast headwalls and wingwalls, to the job site in accordance with the construction plans for “DEL-TR51-1.55 South County Line Road” on or before November 30, 2011.

Delaware County will prepare the bedding for the box culvert and will furnish a suitable crane to place the precast units. The Contractor will provide the necessary labor on-site to unload and join the conduits.

The Owner of this project is the Delaware County Board of Commissioners. The Contract Administrator is the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015. The primary point of contact for the Owner shall be the Project Engineer listed below: Brian Dilley Deputy Construction Engineer Delaware County Engineer’s Office 50 Channing Street Delaware, OH 43015
Phone: 740-833-2400 Fax: 740-833-2399 email: bdilley@co.delaware.oh.us

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

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 11-961

IN THE MATTER OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS RECOGNIZING
SEPTEMBER AS HUNGER ACTION MONTH IN THE STATE OF OHIO:

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

Proclamation: September is Hunger Action Month

Whereas, hunger and poverty are issues of major concern in the United States and in the State of Ohio; and;

Whereas, the Delaware County Board of Commissioners recognizes the need to raise awareness about these issues; and

Whereas, the Delaware County Board of Commissioners, in cooperation with the Mid-Ohio Foodbank, recognizes the importance of the role of food banks in addressing hunger and raising awareness of the need to devote more resources and attention to hunger issues; and

Whereas, a growing number of individuals in Ohio rely on food provided by the local agencies of the Mid-Ohio Foodbank; and

Whereas, Mid-Ohio Foodbank distributed 40-million pounds of food to more than 248,000 Ohioans in 2010 through its network of 500+ local food pantries, soup kitchens, homeless shelters and other community organizations across 20 Ohio counties; and

Whereas, food banks across the country will hold numerous events throughout the month of September to bring awareness and to encourage involvement in efforts to end hunger in their local communities.

Now, therefore, the Delaware County Board of Commissioners, do hereby recognize September as HUNGER ACTION MONTH, and call this observance to the attention of our residents.

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

RESOLUTION NO. 11-962

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES,
AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0909:

It was moved by Mr. Thompson, seconded by Mr. O’Brien to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0909 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Desc	Line Account	Amount	Line
R1105878	FACTORY OUTLET STORE	HEADSET	22411601 - 5250	\$5,118.61	0001
R1105878	FACTORY OUTLET STORE	PO HANDLING	22411605 - 5250	\$149.40	0002
R1105878	FACTORY OUTLET STORE	HEADSET BATTERIES	22411605 - 5201	\$69.90	0003
R1105880	DAKIN INSURANCE	WORKERS COMP	61311923 - 5370	\$48,510.00	0001
	AGENCY INC	EXCESS INSURANCE			

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R1105882	EASTMAN PARK MICROGRAPHICS INC	SERVICE AGREEMENT FOR PROSTAR II PROCESSOR	10011103 - 5325	\$4,865.00	0001
R1105882	EASTMAN PARK MICROGRAPHICS INC	SERVICE AGREEMENT FOR PROSTAR REPLENISHER SYSTEM	10011103 - 5325	\$1,245.00	0002

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

RESOLUTION NO. 11-963

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

It was moved by Mr. O’Brien, seconded by Mr. Thompson to approve the following:

The Engineer’s Office is requesting that Doug Riedel, Erik Mackling, Andrew Fortman, and Ryan Mraz attend the Ohio Transportation Engineering Conference in Columbus, Ohio October 25, 2011, at the cost of \$835.00 (Fund Number 29214001).

The Court Of Common Pleas (Adult Court Services) is requesting that Doug Missman attend a Bipolar Disorder and other Major Mood Disorders Seminar in Lewis Center, Ohio September 27, 2011, at the cost of \$50.00 (Fund Number 25922307).

The Court Of Common Pleas (Adult Court Services) is requesting that Tamak Fowler attend a Bipolar Disorder and other Major Mood Disorders Seminar in Lewis Center, Ohio September 27, 2011, at the cost of \$50.00 (Fund Number 25922307).

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

RESOLUTION NO. 11-964

IN THE MATTER OF AUTHORIZING CELL PHONE ALLOWANCE FORMS:

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

Whereas, the Delaware County Board of Commissioners has a cell phone policy in place for employees who are required to make use of cell phones for official business purposes of Delaware County (Resolution No. 07-612 from May 21, 2007); and

Whereas, the cell phone allowance is considered by the IRS as taxable income since the employee owns the phone and is able to use it for business and personal purposes; and

Whereas, the County reserves the right to designate the cell phone plan based on the operational needs or requirements of the job; and

Whereas, the Delaware County Board of Commissioners have identified 3 employees who are responsible to respond when contacted, who are required to use cell phones as part of their official duties, and who are not currently enrolled in one of the cell phone use policy options; and

Whereas, the identified employee are County Administrator, Tim Hansley, Assistant County Administrator, Letha George, and Communications And Employee Relations Manager, Teri Morgan;

Therefore Be It Resolved, the Delaware County Board of Commissioners authorize the cell phone allowance forms for County Administrator, Tim Hansley, Assistant County Administrator, Letha George, and Communications And Employee Relations Manager, Teri Morgan.

Further Be It Resolved, that the President of the Board is authorized to sign the cell phone allowance forms dated September 12, 2011 for County Administrator, Tim Hansley, Assistant County Administrator, Letha George, and Communications And Employee Relations Manager, Teri Morgan.

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

RESOLUTION NO. 11-965

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. Thompson, seconded by Mr. O’Brien to approve the following:

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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.

**NORTH WOODS CONSULTING PARTNERS
ONSITE MAINTENANCE SERVICES AGREEMENT**

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 Board of Commissioners and
Delaware County Department of Job & Family Serves
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" "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 properly 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 properly paid.

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 proved for in the current documentation published by Northwoods; or (2) that was available prior to the report of the Error or Problem.

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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.

n. **NORTHWOODS' OBLIGATIONS.**

a. 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.**

b. 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.

c. 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.

d. Covered Software Misuse. Northwoods is not responsible for providing, or obligated to provide, Maintenance and Support Services 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 subcontractors has provided any services in the nature of Maintenance and Support Services to Licensee with respect to the Covered Software.

e. 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 lifecycle 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.**

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3. LICENSEE'S OBLIGATIONS.

a. 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.

b. 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.

c. 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. This post implementation training period begins as of the date that the Licensee signs the "system acceptance document" provided by Northwoods.

d. 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 suitable office accommodations and services, including telephone, facsimile, printing facilities, and proper network connectivity.

e. 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.

f. 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.

g. 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.

a. 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.

b. 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 Licensee's TPOC on the new functionality of any such installation.

c. 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 semimonthly) basis and will communicate to Licensee's TPOC concerns over the health of Licensee's servers.

d. Training Sessions. Licensee will be provided admission for up to five (5) individuals to the annual training hosted by Northwoods. Such training will be 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.

e. 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.

f. 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.

a. Term. Subject to the early termination provisions of Section 5(b), the term of this Agreement is October 1, 2011 through September 30, 2012, inclusive, upon the payment by Licensee of the applicable Onsite Maintenance

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Services 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 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 (B) 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 in equity, 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.

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 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-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(s) for Renewal Term(s). Licensee shall pay to Northwoods annual onsite maintenance services

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fees in the amount of Eighteen Thousand, Six Hundred Seventy-Eight and 00/100 Dollars (\$18,678.00) for the current maintenance period reflected in the 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. Except as otherwise required by law, 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; (4) received from a third party with a legal or contractual right to disclose such information or data; or (5) required to be disclosed by law.

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 NORTH WOODS' 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 SUPPLIERS ARE NOT RESPONSIBLE 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 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 12 shall in no way limit the right of either party to make

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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.

IN WITNESS WHEREOF, the undersigned authorized representatives of the parties have executed this Agreement as of the day and year first written above.

**NORTH WOODS CONSULTING PARTNERS
COMPASS SOFTWARE® MAINTENANCE AGREEMENT**

This Compass Software® Maintenance 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 Board of Commissioners and
Delaware County Department of Job & Family Services
Licensee's 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.
- 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

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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 a.m. 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 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, limitations 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

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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.

a. Annual Maintenance Fees. Licensee shall pay to Northwoods annual maintenance fees in the amount of Thirty-Four Thousand, Nine Hundred Sixty and 00/100 Dollars (\$34,960.00) for the current maintenance period reflected in the invoice.

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) on-site 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 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.

b. Incidental Costs and Expenses. Licensee shall be responsible for all incidental costs and expenses incurred by

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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.

c. 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.

d. 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.

a. 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.

b. 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.

c. 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

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

8. TERM, RENEWAL AND TERMINATION.

Subject to the early termination provisions of Section 8(b), the term of this Agreement is October 1, 2011 through September 30, 2012, 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 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 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

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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 time 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 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 governmental, civil or military authority; fire; strike, lockout or other labor dispute; flood; war; riot; theft; earthquake; natural disaster or acts of God; national emergencies; unavailability of materials or utilities; sabotage; viruses; or the act, negligence or default of the other party) and without negligence or willful misconduct of the party otherwise chargeable with failure, delay or default. Either party desiring to rely upon any of the foregoing as an excuse for failure, default or delay in performance shall, when the cause arises, give to the other party prompt notice in writing of the facts which constitute such cause; and, when the cause ceases to exist, give prompt notice of that fact to the other party. This Section 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,

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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 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.

IN WITNESS WHEREOF, the undersigned, authorized representatives of the parties have duly executed this Agreement.

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

RESOLUTION NO. 11-966

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Director of The Child Support Enforcement Agency recommends accepting the resignation of James Fetherolf with the CSEA Department; effective September 8, 2011;

Therefore Be It Resolved, that the Commissioners accept the resignation of James Fetherolf with the CSEA Department; effective September 8, 2011.

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

RESOLUTION NO. 11-967

IN THE MATTER OF APPROVING AN AGREEMENT BY AND BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND THE CITY OF DELAWARE FOR INDIGENT DEFENSE SERVICES FOR MUNICIPAL CODE VIOLATIONS (ASSIGNED COUNSEL SYSTEM):

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

AGREEMENT FOR INDIGENT DEFENSE SERVICES
FOR MUNICIPAL CODE VIOLATIONS
(ASSIGNED COUNSEL SYSTEM)

This Agreement is entered into by and between the Delaware County Commissioners, with a mailing address of 101 North Sandusky Street, Delaware, Ohio 43015, (hereinafter referred to as the "County"), and the City of Delaware, with a mailing address of 1 South Sandusky Street, Delaware, Ohio 43015, (hereinafter referred to as the "City").

WHEREAS, the City recognizes its responsibility under the laws of the State of Ohio and of the United States of America to provide legal counsel to indigent persons charged with a violation of a City ordinance for which the penalty

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or any possible adjudication includes the potential loss of liberty; and

WHEREAS, the County has adopted a court-assigned counsel program, whereby individual attorneys are assigned on a case by case basis for indigent defendants who qualify; and

WHEREAS, the County, pursuant to R.C. 120.33, may enter into a contract with a municipal corporation under which the municipal corporation shall reimburse the County for counsel appointed to represent indigent persons charged with a violation of an ordinance of the municipal corporation; and

WHEREAS, these contracts must contain terms in conformance with OAC 120-1-09, and the parties must follow the Ohio Public Defender Commission standards and guidelines and the limits of the County Maximum Fee Schedule for Appointed Counsel in order for the County to obtain reimbursement for indigent defense costs, pursuant to R.C. 120.33 and R.C. 120.35, and pay the City its appropriate share; and

WHEREAS, this Agreement has been authorized by the City by Res./Ord. #_____, passed by the Delaware City Council on _____, and by Resolution No. 11-967, passed by the County on September 12, 2011.

NOW THEREFORE, the parties do mutually agree to bind themselves as follows:

1. REPRESENTATION

- 1.1 The City and County agree that the judges may assign by journal entry, recorded on the Court Docket, appointed counsel to represent indigent persons on or after the commencement date and during the term of this Agreement in which the defendant is indigent and charged with the commission of an offense or act that is a violation of a City ordinance and for which the penalty or any possible adjudication includes the potential loss of liberty.
- 1.2 Indigency shall be determined in accordance with the standards of indigency and other rules and guidelines established by the Ohio Public Defender Commission and the State Public Defender, pursuant to R.C. 120.03 and OAC 120-1-03.

2. COMPENSATION

- 2.1 Pursuant to R.C. 120.33 and the aforesaid resolutions, the County shall pay all legal fees and expenses to counsel duly appointed by the court to represent indigent persons charged with violations of the ordinances of the City.
- 2.2 Payment for representation of indigent persons shall be in accordance with the fee schedule adopted by the County.
- 2.3 The City agrees to reimburse the County for all legal fees and expenses that are paid by the County according to Section 2.1 within thirty (30) days of receipt of an invoice for such fees and expenses. Payments not made within thirty (30) days of receipt of an invoice shall be assessed a ten percent (10%) late payment penalty.
- 2.4 The County shall promptly pay to the City any reimbursement received from the Office of the Ohio Public Defender Commission pursuant to R.C. Chapter 120 for any amounts expended pursuant to this Agreement, within thirty (30) days of the receipt of said reimbursement. Payments not made within thirty (30) days of the receipt of reimbursement shall be assessed a ten percent (10%) late payment penalty.

3. DURATION OF CONTRACT AND TERMINATION

- 3.1 This Agreement shall be for one year, September 12, 2011 to September 12, 2012. This Agreement may be renewed for additional one year terms upon proper resolution by each party agreeing to the one year extension and proper appropriation of funding for the new year. Copies of the resolutions shall be sent to the Ohio Public Defender, 250 East Broad Street, Suite 1400, Columbus, Ohio 43215.
- 3.2 If the County or the City shall fail to fulfill in a reasonable, timely, and proper manner its obligations under this Agreement, or if either party shall substantially violate any of the covenants, agreements, or stipulations of this Agreement, then the aggrieved party shall thereupon have the right to terminate this Agreement by giving written notice to the other party of the termination and specifying an effective date thereof at least thirty (30) days before the effective date of termination. Termination by either party shall not constitute a waiver of any other right or remedy it may have in law or in equity for breach of this Agreement by the other party.
- 3.3 Written notice shall be considered furnished when it is sent by Certified Mail return receipt requested or is hand delivered.

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4. TERMS OF AGREEMENT

- 4.1 As soon as is reasonably practical after a case is finally disposed of by the court, the court shall approve counsel fees in accordance with the standards of indigency, which fees shall not be taxed as part of the costs of the case. In only exceptional circumstances shall the court approve attorney’s fees in excess of the schedule established by the County.
- 4.2 Recognizing that the requests for reimbursements must be received by the State Public Defender within ninety (90) days of the end of the calendar month in which a case is finally disposed of by the court, the clerk of court shall promptly notify the County of the fees of which have been approved.
- 4.3 After approval, the County Auditor shall thereafter process the fees and expenses approved by the court in accordance with the procedure set forth in R.C. 120.33.
- 4.4 There shall be no discrimination against any employee who is employed in the work covered by this Agreement or against any application for such employment because of race, color, religion, sex, age, handicap, or national origin. This provision shall apply to, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, raises of pay or other forms of compensation, and selection for training, including apprenticeship. The County shall include a similar provision in any subcontract for services covered by this Agreement.
- 4.5 No personnel of the parties or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercises any functions or responsibilities in connection with the review or approval of the understanding or carrying out of any such work, shall, prior to completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

5. MODIFICATION; ASSIGNMENT; PRIOR AGREEMENT

- 5.1 This Agreement may only be amended by written agreement approved and executed by the parties named herein, or their successors.
- 5.2 The County shall not assign this Agreement, in whole or in part, without the City’s prior written consent, which consent shall not be unreasonably withheld.
- 5.3 This Agreement supersedes any previous agreement between the City and the County for indigent defense services for municipal code violations, and said previous agreements are hereby terminated.

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

COMMISSIONERS’ COMMITTEES REPORTS

Commissioner O’Brien
Thank-You For The Time And Effort For The Several Events Over The Weekend For The 10th
Anniversary Of 911

Commissioner Thompson
-The All Horse Parade

Commissioner Stapleton
-CORSA Meeting Next Week
-Work Session Later Today
-The DKMM Meeting Has Been Rescheduled For October

Administrator Hansley
-There Is A Demo Ambulance Outside To Review; Only One Has Been Purchased This Year

RESOLUTION NO. 11-968

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 TO CONSIDER THE
PURCHASE OF OR SALE OF PROPERTY FOR PUBLIC PURPOSES:

It was moved by Mr. O’Brien, seconded by Mr. Thompson to adjourn into Executive Session at 10:10AM.

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

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RESOLUTION NO. 11-969

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. O’Brien, seconded by Mr. Thompson to adjourn out of Executive Session at 10:55AM.

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

There being no further business, the meeting adjourned.

1:30PM WORK SESSION

- 1. Stephen Hedge, Executive Director Delaware/Morrow Mental Health Recovery Services Board
Presentation Mental Health Recovery Services Levy Renewal
- 2. Don DeShazo, Veterans Services Follow-Up On Site Locations
- 3. Consortium Discussion
- 4. Patrick Brandt, Public Safety Systems Administrator; Equipment

Ken O’Brien

Dennis Stapleton

Tommy Thompson

Jennifer Walraven, Clerk to the Commissioners