

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 10, 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. 11-1307

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

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 11-1308

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1109, MEMO TRANSFERS IN BATCH NUMBERS MTAPR1109:

It was moved by Mr. O’Brien, seconded by Mr. Thompson to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1109 and memo transfers in batch numbers MTAPR1109.

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

RESOLUTION NO. 11 -1309

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Commissioners’ Office is requesting that Dennis Stapleton, Ken O’Brien, Tommy Thompson, Tim Hansley, Letha George and Jennifer Walraven attend the County Commissioners Association Of Ohio Winter Conference in Columbus, Ohio December 11-13, 2011, at the cost of \$1,730.00 (Fund Number 10011101).

The Commissioners’ Office is requesting that Dennis Stapleton, Ken O’Brien, Tommy Thompson, Tim Hansley, Letha George and Teri Morgan, attend the Delaware Chamber of Commerce 3rd Thursday Meeting November 17, 2011, at the cost of \$90.00 (Fund Number 10011101).

Environmental Services is requesting that Tiffany Jenkins, Jack Smelker, Mark Chandler, Ken Rosenbaum, Matt Ice, Dale Davis and Cory Smith travel to Aurora and Rockford, Illinois and Portage, Indiana from November 14 to November 16, 2011 to visit two treatment plants and a factory to investigate a new filter system for potential use by the Regional Sewer District at a total cost of \$2,110.00 from org key 66211901.

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

RESOLUTION NO. 11-1310

IN THE MATTER OF APPROVING THE CONTRACT WITH MT BUSINESS TECHNOLOGIES, INC., FOR COPIER SERVICES FOR THE DELAWARE COUNTY RECORDER’S OFFICE:

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

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 10, 2011

Whereas, the Delaware County Recorder recommends approving the contract with MT Business Technologies, Inc., for copier services for The Delaware County Recorder’s Office;

Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the contract with MT Business Technologies, Inc., for copier services for The Delaware County Recorder’s Office.

EXCLUSIVE
SERVICE RENTAL AGREEMENT

This agreement entered into by and between MT Business Technologies, Inc., of Mansfield, Ohio, hereinafter referred to as "MT" and the Delaware County Recorder hereinafter referred to as Customer".

1. Effective November 17, 2011 MT agrees to rent to Customer, and Customer agrees to rent from MT, for a term of 60 months herein, equipment described as follows: Richo 4500 3035.

2a. The equipment is the sole property of MT, together with additions, replacements or substitutions therefore. Customer shall not make any alterations to the equipment nor move the same to any location other than as set forth herein, nor assign the contract without the written consent of MT. Customer shall execute any documents required to perfect a security interest in MT with respect to the equipment.

2b. In the event of loss or damage of any kind to the equipment herein leased, Customer, at the option of MT, shall (a) place the same in good repair, condition and working order; or (b) replace the same with like equipment in good repair, condition and working order.

3. MT shall provide, without additional charge, all necessary maintenance service on the equipment during regular business hours of MT. Service required outside regular business hours or required because of failure to use approved supplies, negligence or misuse of the equipment, causes external to the equipment such as, but not limited to, failure of, or faulty electric power, shall be charged to customer in accordance with the customary rates of MT. Shipping and handling charge may be applied to supplies sent to customer.

4. Payment for equipment rental during the term of extension shall be made by Customer in accordance with the schedule for prints made from the equipment as follows:

Monthly Rental \$201.00	Each B & W print: .01	Each Color Print:
B/W Prints; Monthly Service Minimum of	includes: Overage @	each
Color Prints; Monthly Service Minimum of	includes: Overage@	each
Black Toner included: X-Yes No	Photoconductors : X-Yes No	
Black & Color Developer: X-Yes No		

4a. Excluded from this Agreement is software/data. Service Portion may only be adjusted for 12 month increments.

MT invoices will be mailed to Customer monthly. Terms are thirty (30) days net. Carrying charges of 11/2% per month shall be applied on any balance not paid within said 30-day period. Imposition of carrying charges shall not be deemed a waiver of any other remedy available to MT under this agreement.

5. Customer agrees to use only MT approved supplies with the equipment and to provide MT access to the equipment, attachments and records of Customer during reasonable times if verified computation of copies is deemed necessary by MT.

6. MT warrants that the equipment, when installed, will be in satisfactory operating condition and provides this warranty in lieu of all other warranties. The responsibility of MT hereunder is limited to providing maintenance service only. MT disclaims liability for consequential damages in the event of the failure of MI' to perform any obligation under this agreement or for any liability to perform any obligation hereunder caused by reasons beyond the control of MT.

7. If Customer defaults in making payments due to MT hereunder or in any other respect, or in the event that Customer is involved in bankruptcy or similar proceedings for the benefit or its creditors, MT may, at its option a.) terminate this agreement and claim and receive all sums then due and owing, together with those to become due and owing over the term had it continued, b.) enter the premises of Customer and recover the equipment, attachments and any supplies sold by MT to Customer and not then fully paid for, and c.) pursue any other remedies available at law or equity.

The Options of MT hereunder may be exercised individually or cumulatively.

8. If Customer terminates this agreement prior to the end of the term, Customer shall, at the option of MT and in lieu of its other remedies for damages, pay as liquidated damages, and not as a penalty, that amount indicated as the monthly minimum charge multiplied by the number of months of unexpired rental time remaining under this contract, together with prior amounts in default, if any.

9. Either party may terminate this agreement upon thirty (30) days prior written notice to the other at the end of

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 10, 2011**

the initial term, and the agreement shall automatically be renewed for a like term if not so terminated.

10. This agreement shall inure to the benefit of and be binding upon the parties, their respective successors and assigns.

11. If copies included in your base charge and your copy rate is adjustable, then just the Service and Supply portion of your base may be adjusted.

12. Client/Customer shall not hire, solicit for hire or aid any third party in hiring any employee of the MT Business Technologies, Inc. for a period of one (1) year following the performance of any MT Business Technologies, Inc. employee services.

MT. Business Technologies Inc., in consideration of your payment, plus any applicable tax, agrees to perform service on the above-mentioned equipment with the terms and conditions set forth herein.

1. MACHINE CONDITION: It is mutually understood that said equipment shall be in good operating condition upon said beginning date.

2. REPAIR AND REPLACEMENT OF PARTS: MT Business Technologies, Inc. (hereinafter the "Company" shall replace, without charge, parts that have been broken or worn through normal use and are necessary for machine servicing and maintenance adjustment. The Company shall provide cleaning of the equipment that is required for satisfactory performance during the term of this agreement. Excluded from this agreement are modifications outside of manufacturers specifications, software or loss of software/data, and the installation of supplies and maintenance kits that are operator replaceable, i.e., toner, staples, paper, collection bottles, oil, ink, batteries, chargers.

3. SERVICE CALLS: Service calls shall be made during the Company's regular business hours - Monday through Friday 8:00 A.M. - 5:00 P.M. (Eastern Standard Time), excluding holidays (where available). Emergency calls requested after regular business hours are billed at the current after-hour rate.

4. EQUIPMENT DAMAGE AND SUPPLIES: This agreement shall not apply to repairs made necessary by accident, misuse, abuse, neglect, theft, vandalism, electrical power failure, fire, water, acts of God, or repair by other than MT Business Technologies, Inc. personnel. Also excluded from this agreement are service calls resulting from using supplies other than those recommended by the Company, including through-put material, such as paper, labels, transparencies, etc.

5. CUSTOMER CARE: The Customer shall exert reasonable care in the operation and maintenance of the equipment

6. TERM: This 12-month agreement shall be in effect, (A) upon approval by the Company of the mechanical and operational condition of the equipment, and (B) upon acceptance of the agreement by a duly authorized representative of the Company. This agreement shall continue in force and shall automatically be renewed yearly at the rate in effect at that time. In the event of early termination by the Company, and at the sole discretion of the Company, a prorated refund or credit may be offered to the customer. Early termination of the contract by the customer is non-refundable. This agreement may be terminated by either party prior to the renewal by giving thirty (30) days written notice. This agreement is not transferable without expressed written consent by an authorized Company representative.

7. WARRANTIES: With respect to the parts and service furnished hereunder, MT Business Technologies Inc. makes no warranties, express or implied, except for those warranties expressly made by the Manufacturers of such parts, and MT Business Technologies, Inc. expressly excludes all warranties of merchantability or fitness for any particular purpose.

8. CUSTOMER: Customer shall not hire, solicit for hire, or aid any third party in hiring any employee of MT Business Technologies, Inc. for a period of one (1) year following the performance of any MT Business Technologies, Inc. employee services.

9. FREIGHT: A freight charge is added to each invoice to cover the shipping cost for supplies and parts.

**ADDENDUM TO THE EXCLUSIVE PRINT SERVICE RENTAL AGREEMENT BETWEEN MT
BUSINESS TECHNOLOGIES, INC. (MT), AND THE DELAWARE COUNTY RECORDER'S
OFFICE**

AMENDMENT TO PARAGRAPH 2b OF PAGE 1 OF MT'S FORM CONTRACT

The entirety of paragraph 2b on page 1 of MT's form contract is hereby removed. In place of paragraph 2b the parties agree to the following:

Each party agrees to be responsible for any damages or losses to the leased equipment caused solely by its own negligent acts or omissions. In the event of any other loss or damage MT shall assume full responsibility for, shall indemnify and hold free and harmless the client, the Delaware County Board of Commissioners, and Delaware county from any harm to any property belonging to the indemnified parties arising out of or resolving in whole or in part from any acts or omissions of the parties.

CAMPAIGN FINANCE –COMPLIANCE WITH ORC §. 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,

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 10, 2011**

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.

DMA FORM STATEMENT

MT certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list, which list may be found on the Ohio Homeland Security website at: <http://www.homelandsecurity.ohio.gov/>. Pursuant to R.C. § 2909.33, Contractor agrees to make such certification by completing the declaration of material assistance/nonassistance described in R.C. § 2909.33(A) and understands that this Contract 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 Contract and by this reference made a part of this Contract.

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

RESOLUTION NO. 11-1311

IN THE MATTER OF GRANTING THE PROPERTY LOCATED AT 106 STOVER DRIVE TO THE DELAWARE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES:

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

WHEREAS, in October 2002, the Delaware County Board of Commissioners purchased the property located at 106 Stover Drive, Delaware, Ohio 43015 (the "Property"), on behalf of the Delaware County Board of Developmental Disabilities; and

WHEREAS, the Property was purchased with developmental disabilities levy funds; and

WHEREAS, the Delaware County Board of Developmental Disabilities has relocated to 7991 Columbus Pike, Lewis Center, Ohio 43035; and

WHEREAS, pursuant to section 307.10(B) of the Revised Code, a board of county commissioners may transfer real property in fee simple belonging to the county and not needed for public use to the county board of developmental disabilities for public purposes upon the terms and in the manner that it may determine to be in the best interests of the county, without advertising for bids; and

WHEREAS, pursuant to section 5126.05(F) of the Revised Code, a county board of developmental disabilities may receive by gift, grant, devise, or bequest any moneys, lands, or property for the benefit of the purposes for which the board is established and hold, apply, and dispose of the moneys, lands, and property according to the terms of the gift, grant, devise, or bequest; and

WHEREAS, the Property is not needed for public use, and the Delaware County Board of Developmental Disabilities may use the proceeds from sale or lease of the Property to recover the costs of acquisition and renovation and to benefit developmental disabilities programs and services and Delaware County;

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

Section 1. The Board of Commissioners hereby determines that the Property is not needed for public use.

Section 2. The Board of Commissioners hereby approves the transfer of the Property in fee simple, subject to the Board of Commissioners retaining a right of first refusal with respect to the subsequent sale of the Property, to the Delaware County Board of Developmental Disabilities for the specific purpose of using the proceeds from the sale or lease of the Property to recover the costs of acquisition and renovation and to benefit developmental disabilities programs and services in Delaware County.

Section 3. The Board of Commissioners hereby approves the following Transfer Agreement, setting forth the terms and conditions of the transfer:

**TRANSFER AGREEMENT
106 STOVER DRIVE, DELAWARE, OHIO**

ARTICLE 1 – PREAMBLE

This Agreement is entered into this 10th day of November, 2011, by and between the Delaware County Board of

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 10, 2011**

Commissioners (“Commissioners”), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, and the Delaware County Board of Developmental Disabilities (“DCBDD”), whose address is 7991 Columbus Pike, Lewis Center, Ohio 43035, (hereinafter collectively the “Parties”).

ARTICLE 2 – PURPOSE

The purpose of this Agreement is to provide for the terms and conditions on which the Commissioners shall transfer the property located at 106 Stover Drive, Delaware, Ohio 43015 (the “Property”) to the DCBDD. The Parties intend the transfer of the Property to result in the sale or lease of the Property and that the proceeds thereof shall be utilized to recover the costs of acquisition and renovation and to benefit developmental disabilities programs and services in Delaware County.

ARTICLE 3 – TRANSFER

The Commissioners shall transfer the Property to the DCBDD, via delivery of a warranty deed, upon receipt of a certified copy of the DCBDD resolution accepting the transfer and a fully executed copy of this Agreement. The warranty deed shall contain a reference to the right of first refusal granted herein, and the Parties mutually acknowledge and agree that the terms of this Agreement shall survive the transfer of title via the warranty deed.

ARTICLE 4 – CONSIDERATION

The Parties mutually acknowledge and agree that the Commissioners purchased the Property with dedicated developmental disabilities levy funds. DCBDD shall not be required to submit any monetary compensation in consideration of the transfer. The consideration, which is acknowledged herein, shall be the mutual promises and rights enumerated herein.

ARTICLE 5 – RIGHT OF FIRST REFUSAL

The DCBDD hereby grants to the Commissioners in irrevocable right of first refusal with respect to the subsequent sale of the Property. Within ten (10) days after receiving an offer to purchase the Property, the DCBDD shall cause written notice of the offer to be delivered to the Commissioners, either by personal delivery or certified mail, at the address first stated herein. The Commissioners shall then have thirty (30) days from delivery of the notice in which to exercise the right of first refusal. If the Commissioners decline to exercise the right of first refusal, either by affirmative rejection or failure to respond, the DCBDD may accept the initial offer and proceed with the sale. If the Commissioners exercise the right of first refusal, the Commissioners shall purchase the property on terms substantially similar to the initial offer and for a price equal to or greater than the initial offer.

ARTICLE 6 – DURATION

The right of first refusal granted herein shall survive until exercised or until DCBDD completes a sale of the Property after the Commissioners decline or fail to exercise the right of first refusal with respect to an offer to purchase the Property that is accepted by the DCBDD.

ARTICLE 7 – PARTIES RESPONSIBLE FOR THEIR OWN ACTIONS

The Commissioners and the DCBDD agree to be and shall be responsible for their own respective actions, and the actions of their respective officers, employees, agents, representatives, volunteers, servants, etc., arising from this Agreement. Therefore, each Party agrees to be individually and solely responsible for any and all accidents, liability, losses, damage, injury, including death, and/or related expenses that each may incur as a result of their own actions in the performance of this Agreement.

ARTICLE 8 – DISPUTE RESOLUTION

The Parties agree to submit any disputes arising under this Agreement to informal direct negotiations between the Delaware County Administrator and the DCBDD Superintendent. If a resolution cannot be reached by direct negotiations, either Party may take any action authorized by law to resolve the dispute, but the Parties agree to engage in good faith negotiations prior to any formal legal or administrative action.

ARTICLE 9 – MISCELLANEOUS

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.

ENTIRE AGREEMENT: This Agreement shall constitute the entire understanding and agreement among the Parties, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 10, 2011

only be amended in writing with the mutual consent and agreement of the Parties. Neither Party may assign the rights or obligations stated in this Agreement without the express written consent of the other Party.

Section 4. The Board of Commissioners hereby approves the following Warranty Deed, granting the Property to the Delaware County Board of Developmental Disabilities:

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, THAT the Board of County Commissioners of Delaware County, Ohio (“Grantor”), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, for valuable consideration, the receipt of which is hereby acknowledged, grants with general warranty covenants to the Delaware County Board of Developmental Disabilities (“Grantee”), whose address is 7991 Columbus Pike, Lewis Center, Ohio 43035, the following real property:

Situated in the State of Ohio, in the County of Delaware, and in the City of Delaware, and being bounded and described in Exhibit A attached hereto.

Property Address: 106 Stover Drive, Delaware, Ohio 43015

PIN: 419-210-01-009-000

This deed is executed and delivered by Grantor and accepted by Grantee, subject to the Grantor’s retained right of first refusal, all legal highways, all restrictions, easements, conditions, limitations, and reservations of record, and all zoning restrictions which have been imposed thereon, also excepting all taxes and assessments, if any.

Prior Instrument Reference: Official Records Volume 251, Page 872, Delaware County Recorder’s office.

Section 5. The Board of Commissioners hereby directs the Clerk of the Board to cause delivery of a copy of this Resolution and two executed copies of the Transfer Agreement upon the Delaware County Board of Developmental Disabilities.

Section 6. This Resolution shall take immediate effect upon adoption.

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

RESOLUTION NO. 11-1312

IN THE MATTER OF APPROVING A NORTHWOODS CONSULTING PARTNERS, INC. PURCHASE AGREEMENT BETWEEN THE DELAWARE, HANCOCK, KNOX, MARION, MORROW, SANDUSKY AND WOOD COUNTY BOARDS OF COMMISSIONERS AND THEIR RESPECTIVE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES FOR THE COLLABOR8 PILOT PROJECT CALL CENTER SOLUTION:

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

Whereas, the Director Of Jobs & Family Services recommends approval of the Northwoods Consulting Partners, Inc. Purchase Agreement Between The Delaware, Hancock, Knox, Marion, Morrow, Sandusky And Wood County Boards Of Commissioners And Their Respective County Department Of Job And Family Services For The Collabor8 Pilot Project Call Center Solution;

Therefore, be it resolved that the Delaware County Board Of Commissioners approve the Northwoods Consulting Partners, Inc. Purchase Agreement Between The Delaware, Hancock, Knox, Marion, Morrow, Sandusky And Wood County Boards Of Commissioners And Their Respective County Department Of Job And Family Services For The Collabor8 Pilot Project Call Center Solution

Northwoods Consulting Partners, Inc.
PURCHASE AGREEMENT

This Purchase Agreement (hereinafter referred to as “Agreement”) is made and entered into this 10th day of November, 2011, by and between Northwoods Consulting Partners, Inc., an Ohio corporation with its principal offices at 5815 Wall Street, Dublin, Ohio 43017, USA, (hereinafter referred to as “Northwoods”), and the company(s), person(s) or entity(s) executing this Agreement as the “Licensee(s)” in the space provided below (hereinafter referred to individually as “Licensee” and collectively as “Licensees”):

Licensee’s Name: Sandusky County Department of Job and Family Services
Licensee’s Address: 2511 Countryside Drive
Fremont, Ohio 43240-9987

Licensee’s Name: Delaware County Department of Job and Family Services

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 10, 2011**

Licensee's Address: 140 North Sandusky Street
2nd Floor
Delaware, Ohio 43015

Licensee's Name: **Hancock County Department of Job and Family Services**
Licensee's Address: 7814 County Road 140
P.O. Box 270
Findlay, Ohio 45839-0270

Licensee's Name: **Knox County Department of Job and Family Services**
Licensee's Address: 117 East High Street, 4th Floor
Mount Vernon, Ohio 43050-3400

Licensee's Name: **Marion County Department of Job and Family Services**
Licensee's Address: 363 West Fairground Street
Marion, Ohio 43302

Licensee's Name: **Morrow County Department of Job and Family Services**
Licensee's Address: 619 West Marion Road
Mt. Gilead, Ohio 43338-1280

Licensee's Name: **Wood County Department of Job and Family Services**
Licensee's Address: 1928 East Gypsy Lane Road
P.O. Box 679
Bowling Green, Ohio 43402-9396

Licensees shall also include the respective boards of county commissioners for the county of each of the County Departments of Job and Family Services named as Licensees above.

RECITALS

WHEREAS, Northwoods is the developer of a suite of highly configurable Commercial Off-The Shelf ("COTS") software marketed specifically to human and social services agencies throughout the United States; and

WHEREAS, Licensees desire to purchase the Northwoods software products and solution detailed herein; and

WHEREAS, Licensees understand that Northwoods has no obligation to customize the software provided pursuant to this Agreement, and that any request for customization of the software will be made at Northwoods' sole discretion and may require Licensees to pay additional money for such customization (any additional money or conditions to be subject to a change order or amendment signed by all parties).

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

1. Northwoods will undertake the delivery, installation and implementation of a specified Electronic Document Management System on a time and materials basis (hereinafter referred to as "Project") for the Licensees according to the terms detailed in the Agreement Documents. Northwoods will provide Licensees with a weekly report indicating total project hours used against the total anticipated hours for the Project. The Parties agree that if the time and materials costs exceed the total contract price outlined in Section 6 below by more than ten percent (10%), the Parties will execute a written amendment to this Agreement, signed by both Parties.

2. The term "Agreement Documents" includes the following:

- (a) The Compass Software End User License Agreement (or "EULA") (Attachment A);
- (b) The Compass Software Maintenance Agreement (Attachment B);
- (c) The Proposal for Electronic Document Management System for the Collabor8 System, dated July 27, 2011 ("Proposal")(Attachment C);
- (d) The Request for Proposals Electronic Document Management System for Collabor8 System, issued July 7, 2011 ("RFP")(Attachment D);
- (e) The Collabor8 Pilot Project Memorandum of Understanding Between Collabor8 CDJFS ("MOU")(Attachment E);
- (f) The "Collabor8 Pilot clarity-Collaboration Tab," dated September 6, 2011 ("State Project Plan")(Attachment F);
- (g) The "Contract Pre-Award Agreement," dated September 6, 2011 (Attachment G);
- (h) The "Addendum to Purchase Agreement" (Attachment H); and
- (i) Any other document(s) submitted and accepted that detail(s) the terms and conditions of the Project.

3. The Agreement Documents are hereby incorporated into this Agreement by reference as if fully reproduced herein. Any inconsistencies between this Agreement and any of the Agreement Documents shall be resolved in the following order of preference: this Agreement; Addendum to Purchase Agreement; the Compass Software End User License Agreement (or "EULA"); the Compass Software Maintenance Agreement; Proposal; RFP; MOU; State Project Plan; Contract Pre-Award Agreement; and finally any other documents in order of their date with the most recent document receiving highest preference.

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 10, 2011**

4. Northwoods will furnish all stag materials, supplies, and labor as detailed in the Proposal.
 5. This Agreement will be effective from September 1, 2011 through June 30, 2012, inclusive, unless otherwise terminated or extended by formal amendment. The expiration of this Agreement does not affect the existence and obligations of the Compass Software End User License Agreement (or "EULA") or the Compass Software Maintenance Agreement,.
 6. Northwoods agrees to perform all of the work described in the Agreement Documents and comply with the terms therein for the total compensation amount of Two Hundred Eighty-Four Thousand, Two Hundred Eighty-Four and 00/100 Dollars (\$284,284.00), which amount includes the first year's annual maintenance costs for the solution. As part of the project, Licensee will receive system and workflow design summaries and access to user manuals for the software provided.
 7. Invoices will be sent directly to Sandusky County Department of Job and Family Services ("Sandusky IFS"), which will serve as the representative fiscal entity for the Licensees. Sandusky IFS will be responsible for payment of all invoices in full, regardless of whether it received timely payment from other Licensees, with payment to be sent directly to Northwoods. Failure to remit timely payment of any invoice may result in Northwoods ceasing work on the Project.
 8. The payment detail for the compensation due pursuant to this Agreement is as follows:
 - (a) Fifty Eight Thousand, Twenty and 00/100 Dollars (\$58,020.00) in consideration of all of the software detailed in the Scope of Work will be invoiced at the beginning of the Project. Payment will be due within thirty (30) days after the later of: (1) the date Sandusky IFS receives an invoice; or (2) the date Licensees receive the products. Licensees shall be prepared to receive all software components on the day a purchase order for such components is received by Northwoods, unless other arrangements have been previously made.
 - (b) Eleven Thousand, Six Hundred Four and 00/100 Dollars (\$11,604.00) in consideration of the first year's annual maintenance costs and technical point of contact ("TPOC") training costs (if applicable) will be invoiced to Sandusky JFS at the beginning of the Project, and payment will be due within thirty (30) days after receipt of that invoice. The first annual software maintenance period begins on the day the software is licensed. Software is licensed on the day the software is first installed on the customers' servers.
 - (c) Two Hundred Fourteen Thousand, Six Hundred Sixty and 00/100 Dollars (\$214,660.00) in consideration of all professional services will be billed on a time and materials basis. By the fifteenth (15th) Business Day of each month, Northwoods shall submit an invoice to Sandusky IFS for the amount that must be paid for the previous month's Services, "Business Day" means any day of the year except a Saturday, Sunday, or day on which banks are authorized or required to close in Columbus, Ohio. Payment will be due within thirty (30) days after Sandusky IFS receives the invoice.
- Notwithstanding Section 3, the compensation terms contained within this section of the Agreement supersede any contradictory compensation provisions found in any of the Agreement Documents.
9. Licensees acknowledge and agree that Northwoods requires on-line access to the Software to be installed on Licensees' systems in order for Northwoods to properly install and configure the system and to provide Maintenance and Support Services hereunder, and that the compensation detailed above is predicated on Northwoods having adequate secure remote access. Accordingly, Licensees agree that they shall cause the Ohio Department of Job and Family Services to install and maintain, at Licensees' sole cost and expense, properly functioning and appropriate, industry standard communications software approved by Northwoods; and Licensees shall establish and maintain, at Licensees' sole cost and expense, an adequate secure connection with Northwoods to facilitate Northwoods' remote Maintenance and Support Services.
 10. This Agreement may be terminated by either party upon thirty (30) days notice, in writing, delivered upon the other party prior to the effective date of termination. In the event of termination by either party, Licensees shall be responsible for payment of compensation for software and services rendered by Northwoods through the date of termination. The termination of this Agreement does not affect the existence and obligations of the Compass Software End User License Agreement (or "EULA") or the Compass Software Maintenance Agreement.
 11. This Agreement shall be binding upon all parties hereto and upon their respective heirs, executors, administrators, successors, and assigns.
 12. This Agreement shall not be modified in any manner except by an instrument, in writing, executed by all parties to this Agreement.
 13. 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.
 14. If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 10, 2011**

or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

15. Nothing in this Agreement is intended to, or shall be deemed to constitute a partnership, association or joint venture between the parties in the conduct of the provisions of this Agreement. Northwoods shall at all times have the status of an independent contractor.

16. LIMITED WARRANTY

a. For a period of sixty (60) days from the date of first installation of Northwood's software, Northwoods warrants to Licensees that the media on which Northwood's software is distributed are free from defects in materials and in workmanship.

b. For a period of sixty (60) days from the Maintenance Commencement Date (as defined below), Northwoods warrants to Licensees that Northwoods' software, when properly used, will operate substantially in accordance with the user documentation published by Northwoods related to Northwoods' software that is included in Northwoods' software, including user manuals, and that relates to the functional, operational or performance characteristics of Northwoods' software ("Documentation"). The terms of this warranty shall not apply to, and Northwoods shall have no liability for any non-conformity related to, any software that has been (1) modified by Licensees or any third party, (2) used in combination with equipment or software other than that which is consistent with the Documentation, or (3) misused or abused. Northwoods does not warrant that the functions contained in Northwoods' software will meet Licensees' requirements beyond the expectations contained in the Agreement Documents, or that the operation of Northwoods' software will be uninterrupted or error free. Due to the inherent complexity of computer software, Licensees are advised to verify Northwoods' work.

For purposes of this warranty, the term "Maintenance Commencement Date" as to any software means the first date that: (1) a copy of the software has been delivered to Licensees; and (2) license codes or a software certificate necessary for Licensees to activate the software, for use have been delivered to Licensees.

c. Licensees' sole and exclusive remedy for a breach of the express limited warranties under paragraph (a) or (b) shall be as follows. Provided that, within the applicable 60-day period, Licensees notify Northwoods in writing of the non-conformity, Northwoods will either: (I) repair or replace the non-conforming media or software, which in the case of the software may include the delivery of a commercially reasonable workaround for the non-conformity; or (2) if Northwoods determines that repair or replacement of the non-conforming media or software is not commercially practicable, then terminate the Agreement with respect to the software associated with the non-conforming media or with respect to the non-conforming software, in which event, Northwoods will refund any portion of the software license fees paid prior to the time of such termination with respect to such software.

d. NORTHWOODS DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. LICENSEES SPECIFICALLY ASSUME RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE TO ACHIEVE THEIR BUSINESS OBJECTIVES.

e. No oral or written information given by Northwoods, its agents, or employees shall create any additional warranty. The Software Maintenance Plan as outlined in the Agreement Documents will survive the expiration of the Limited Warranty contained in this Agreement. No modification or addition to this warranty is authorized unless it is set forth in writing and signed on behalf of Northwoods by a corporate Officer.

17. INDEMNITY

a. Northwoods agrees to indemnify and hold the Licensees and their respective board members, officers, employees, volunteers, agents, servants and representatives free and harmless from any and all actions, omissions, claims, suits, demands, or judgments brought against any of the Licensees, and all related damages, losses and expenses, regardless of type or nature, including but not limited to paying any and all attorney's fees, costs, and expenses, arising from, or related to: (i) the misfeasance, malfeasance, or nonfeasance of Northwoods or any subcontractor of Northwoods during the performance of this Contract; (ii) any accident or injury, including death, of any individual, based upon the negligent or intentional tortious act or omission by Northwoods or any subcontractor of Northwoods, related to the performance of this Contract; or (iii) infringement of any patent, copyright, trademark, trade secret, or other intellectual property right by Northwoods or any subcontractor of Northwoods in connection with the performance of this Contract (the "Indemnified Claims").

In the event of a claim under Subsection 17(a)(iii), Northwoods may, at its own expense and option: (i) procure for Licensees the rights to the continued, uninterrupted, and unobstructed use of the Software; or (ii) replace the Software with a non-infringing alternative that performs the same function and is of the same quality as the Software.

b. Northwoods shall assume full responsibility for and shall indemnify Licensees for any damage to or loss of any Licensees' property, including but not limited to buildings, structures, fixtures, furnishings, equipment, vehicles, supplies, accessories and/or parts resulting in whole or part from any acts or omissions, intentional or unintentional, of Northwoods or any officer, employee, agent or representative of the Northwoods.

c. The indemnity and other requirements of this section are contingent upon Northwoods being provided specific and adequate notice from Licensees of any legal proceeding referring to or involving actions of Northwoods, and are also contingent upon Northwoods having an adequate opportunity to participate in the defense of any such

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 10, 2011**

legal action.

d. Northwoods obligations set forth above do not apply to the extent that the Indemnified Claim arises out of: (i) Licensees' violation of this Agreement; or (ii) revision to the Software made without Northwoods' written consent.

18. NOTWITHSTANDING ANY DAMAGES THAT LICENSEES MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED HEREIN AND ALL DIRECT OR GENERAL DAMAGES IN CONTRACT OR ANYTHING ELSE), THE ENTIRE LIABILITY OF NORTHWOODS UNDER ANY PROVISION OF THIS AGREEMENT AND LICENSEES' EXCLUSIVE REMEDY HEREUNDER SHALL BE LIMITED TO THE LESSER OF THE ACTUAL DAMAGES INCURRED IN REASONABLE RELIANCE ON THE SOFTWARE OR THE AMOUNT ACTUALLY PAID BY LICENSEES UNDER THIS AGREEMENT. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE. In no event shall Northwoods be liable for any special, incidental, punitive, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits or confidential or other information, for business interruption, for personal injury, for loss of privacy, for failure to meet any duty including of good faith or of reasonable care, for negligence, and for any other pecuniary or other loss whatsoever) arising out of or in any way related to the use of or inability to use the software or hardware, the provision of or failure to provide support or other services, information, software, and related content through the software or hardware or otherwise arising out of the use of the software or hardware, or otherwise under or in connection with any provision of this Agreement, even in the event of the fault, tort (including negligence), misrepresentation, strict liability, breach of contract or breach of warranty of Northwoods, and even if Northwoods has been advised of the possibility of such damages.

19. NON-DISCRIMINATION/EQUAL OPPORTUNITY

a. Northwoods 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 §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.

b. Northwoods 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 §4112.01 of the Revised Code, national origin, or ancestry.

c. Northwoods 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 §122.71 of the Revised Code

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

20. If by reason of force majeure either party is unable in whole or in part to act in accordance with this Agreement, the party shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall include without limitation: acts of God; strikes or lookout; acts of public enemies; insurrections; riots; epidemics; lightening; earthquakes; fire; storms; flood; washouts; droughts; arrests; restraint of government and people; civil disturbances; and explosions. Each party, however, shall remedy with all reasonable dispatch any such cause to the extent within its reasonable control which prevents the party from carrying out its obligations contained herein.

21. Any waiver by either party of any provision or condition of this contract shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.

22. This Agreement may be executed in one or more identical counterparts, each of which shall be deemed an original but all of which together shall constitute but one and the same instrument,

23. NOTICES. All notices to the Parties which may be required by this Agreement or by operation of any rule of law shall be hand delivered, sent via certified United States Mail, return receipt requested, sent via a nationally recognized and reputable overnight courier, return receipt requested, or via facsimile, to the named signatories at the addresses for the Parties as listed in the introduction to this Agreement and shall be effective on the date received.

24. AUTHORITY TO SIGN. Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf

(Copies of attachments are available in the Commissioners' office and the department Of Job And Family Services until no longer of administrative value)

**COMPASS SOFTWARE® END USER LICENSE AGREEMENT
ATTACHMENT A**

This Compass Software® End User License Agreement ("EULA") is made and entered into this 10th day of

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 10, 2011

November, 2011, 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(s), person(s) or entity(s) executing this Agreement as the “Licensee(s)” in the space provided below (hereinafter referred to individually as “Licensee” and collectively as “Licensees”):

Licensee’s Name: Sandusky County Department of Job and Family Services
Licensee’s Address: 2511 Countryside Drive
Fremont, Ohio 43240-9987

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

Licensee’s Name: Hancock County Department of Job and Family Services
Licensee’s Address: 7814 County Road 140
P.O. Box 270
Findlay, Ohio 45839-0270

Licensee’s Name: Knox County Department of Job and Family Services
Licensee’s Address: 117 East High Street, 4th Floor
Mount Vernon, Ohio 43050-3400

Licensee’s Name: Marion County Department of Job and Family Services
Licensee’s Address: 363 West Fairground Street
Marion, Ohio 43302

Licensee’s Name: Morrow County Department of Job and Family Services
Licensee’s Address: 619 West Marion Road
Mt. Gilead, Ohio 43338-1280

Licensee’s Name: Wood County Department of Job and Family Services
Licensee’s Address: 1928 East Gypsy Lane Road
P.O. Box 679
Bowling Green, Ohio 43402-9396

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

1. LICENSE.

- a. Software licensed, not sold, for use pursuant to the EULA (“Software”):
- 1) Compass-branded Software modules with respect to which Licensees properly submit a written purchase order to, and pays Software license fees to, Northwoods or its authorized solution provider. All such modules listed on Northwoods’ invoices submitted to Licensees shall, upon payment in full of the Software license fees, automatically be deemed to be added to the Software described in this EULA, whether or not the parties actually amend this EULA.
- 2) All “Upgrades or Enhancements” to the Software described in paragraph (1) above that Licensees properly obtain pursuant to the terms of a Software Maintenance Agreement between Licensees and Northwoods or its authorized solution provider.
- b. Subject to payment in full of the Software license fees, Northwoods grants to Licensees a perpetual (except as herein provided), non-exclusive, non-assignable (except as herein provided), limited license to the Software detailed in subsection (a) above, in machine-readable object code form only, solely for use by Licensees internally, and only for capturing, storing, processing and accessing Licensees’ own data, and not for use for the processing of third-party data as a service bureau, application service provider or otherwise. Licensees shall not make any use of the Software in any manner not expressly permitted by this EULA.
- c. Licensees acknowledge that each module of the Software is licensed for a specific type of use, such as concurrently or on a specified workstation or by a specified individual and that the Software controls such use. Use of software or hardware that reduces the number of clients directly accessing or utilizing the Software (sometimes called “multiplexing” or “pooling” software or hardware) does not reduce the number of Software licenses required. The required number of Software licenses would equal the number of distinct inputs to the multiplexing or pooling software or hardware. Licensees are prohibited from using any software other than the Software Client modules or Software API modules to access the Software or any data stored in the Software database for any purpose other than generating reports or statistics regarding system utilization, unless Northwoods has given its prior written consent to Licensees’ use of such other software and Licensees have paid to Northwoods Software license fees with respect to such access to the Software or data stored in the Software database in accordance with Northwoods’ licensing policies applicable to the Software modules that provide access to the Software application modules and data stored in the Software database.
- d. Licensees shall be entitled to use one (1) production copy of each Software module licensed. In addition, Licensees shall be entitled to license: one (1) additional copy of each Software module licensed for customary remote disaster recovery purposes (“Disaster Recovery System”); and one (1) additional copy of each Software module licensed to be used exclusively in a non-production environment and solely for the purposes of experimenting, development,

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 10, 2011**

integrating and testing the Software and training Licensees' employees on the Software ("Test System"). Northwoods reserves the right to further define the permitted use(s) and/or restrict the use(s) of the Test System. NORTHWOODS MAKES NO WARRANTIES WITH RESPECT TO ANY SOFTWARE USED IN ANY NON-PRODUCTION SYSTEM AND PROVIDES THE SOFTWARE "AS IS." Licensees' sole recourse in the event of any dissatisfaction with any Software used in any non-production system is to stop using such Software and return it to Northwoods. Licensees shall not make additional copies of the Software.

e. Licensees agree: (1) not to remove, obscure, make illegible, or alter any Northwoods, Compass or other proprietary notices, trademarks, logos, or copyrights in the Software from any packaging or documentation; (2) not to sell, transfer, rent, lease or sub-license the Software or documentation to any third party; (3) not to alter or modify the Software; (4) not to reverse engineer, disassemble, decompile or attempt to derive source code from the Software, or prepare derivative works therefrom; and (5) not to publish to a third party any results of benchmark tests run on the Software without Northwoods' prior, written consent.

f. Licensees may not assign, transfer or sublicense all or part of this EULA without the prior written consent of Northwoods.

g. Licensees may not make any use of the Disaster Recovery System in a production environment concurrently with the operation of any other copy of the Software in a production environment.

h. From time to time Northwoods may make "beta" copies of prospective new versions of the Software or of potential new software modules ("Beta Software") available for Licensees' use in the Test System and Licensees may elect to license and use the Beta Software in the Test System. LICENSEES ACKNOWLEDGE AND UNDERSTAND THAT ANY BETA SOFTWARE IS A PRE-RELEASE VERSION ONLY, IS STILL UNDERGOING TESTING AT NORTHWOODS AND IS NOT A NORTHWOODS COMMERCIALY RELEASED PRODUCT. Except for the provisions of Section 5(a), (b) and (c) and Section 7 of this EULA, which shall not apply with respect to any Beta Software, Licensees acknowledge and agree that all Beta Software delivered in accordance with this paragraph shall be considered to be "Software" for all purposes of this EULA. Notwithstanding anything to the contrary, as to any Beta Software, this EULA and the limited license granted hereby will terminate on the earliest of: (a) ten (10) days after the date of delivery by either party to the other party of written notice of termination of the beta testing period for such Beta Software; or (b) the date of Northwoods' commercial release of the final version of such Beta Software for licensing to its end users generally. Upon expiration or other termination of such period, Licensees immediately shall discontinue any and all use of the Beta Software and related documentation and remove or permit Northwoods to deactivate the Beta Software. The termination of this EULA, as to any Beta Software, shall not affect the continuation of this EULA as to any other Software that has been licensed and is in use by Licensees in accordance with the terms of this EULA.

i. From time to time Licensees may elect to evaluate certain Compass Software[®] modules that they have not licensed and do not currently use in their production environment ("Evaluation Software"), for the purpose of determining whether or not to purchase a production license of such Software modules. Evaluation Software is licensed for Licensees' use in Licensees' Test System. Except for the provisions of Section 5(a), (b) and (c) and Section 7 of this EULA, which shall not apply with respect to any Evaluation Software, Licensees acknowledge and agree that all Evaluation Software delivered in accordance with this paragraph shall be considered to be "Software" for all purposes of this EULA. Notwithstanding anything to the contrary, as to any Evaluation Software, this EULA and the limited license granted hereby will terminate on the earliest of: (a) thirty (30) days after the date such Software is activated for use in Licensees' Test System; or (b) immediately upon the delivery of written notice to such effect to Licensees. Upon expiration or other termination of such period, Licensees immediately shall either (y) discontinue any and all use of the Evaluation Software and related documentation and remove or permit Northwoods to deactivate the Evaluation Software; or (z) deliver payment in full of the license price that has been agreed upon for such Software to Northwoods (if Licensees purchase licenses for Software directly from Northwoods) or to Northwoods' authorized solution provider (if Licensees purchase licenses for Software through such authorized solution provider), and confirm in writing to Northwoods that such Evaluation Software is added as additional Software licensed for Licensees' use in its production environment and Licensees' Test System under this EULA. The termination of this EULA as to any Evaluation Software shall not affect the continuation of this EULA as to any other Software that has been licensed and is in use by Licensees in accordance with the terms of this EULA.

j. Upon expiration or other termination of any period of use of any Beta Software or of any Evaluation Software that Licensees elect not to purchase a license for use in Licensees' production environment under this EULA, Licensees agree that they will provide to Northwoods remote access to Licensees' systems on which such Beta Software or such Evaluation Software is installed for the limited purpose of permitting Northwoods to deactivate such Software.

2. OWNERSHIP. Northwoods owns the Software, including, without limitation, any and all worldwide intellectual property rights, copyrights, patents, trade secrets, trademarks and proprietary and confidential information rights in or associated with the Software. The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. No ownership rights in the Software are transferred to Licensees. Licensees agree that nothing in this EULA or associated documents gives them any right, title or interest in the Software, except for the limited express rights granted in this EULA.

3. INSTALLATION. Licensees may retain Northwoods or the Northwoods authorized solution provider through which Licensees' order the Software to provide installation services. If Northwoods is retained, the parties will enter into a separate Purchase Agreement or other contract governing the procurement and performance of such services. Unless otherwise provided for in the Purchase Agreement or other contract, Licensees are responsible for hardware and non-licensed software for the installation, operation and support of the Software.

4. LICENSEES' OBLIGATIONS. Licensees' acknowledge and agree that they are solely responsible for the operation, supervision, management and control of the Software, including but not limited to providing training for their personnel, instituting appropriate security procedures and implementing reasonable procedures to examine and verify all output before use. In addition, Licensees are solely responsible for their data, their databases and for maintaining suitable backups of the data and databases to prevent data loss in the event of any hardware or software

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 10, 2011**

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5. LIMITED WARRANTY.

a. For a period of sixty (60) days from the date of first installation of the Software at Licensees' site(s), Northwoods warrants to Licensees that the media on which the Software is distributed are free from defects in materials and in workmanship.

b. 1) For a period of sixty (60) days from the Maintenance Commencement Date (as defined below), Northwoods warrants to Licensees that the Software, when properly installed and properly used, will operate substantially in accordance with the user documentation published by Northwoods related to the Software that is included with the Software, including user manuals, and that relates to the functional, operational or performance characteristics of the Software ("Documentation"). The terms of this warranty shall not apply to, and Northwoods shall have no liability for, any non-conformity related to any Software that has been: (i) modified by Licensees or a third party; (ii) used in combination with equipment or software other than that which is consistent with the Documentation; or (iii) misused or abused. Northwoods does not warrant that the functions contained in the Software will meet Licensees' requirements or that the operation of the Software will be uninterrupted or error free.

2) For purposes of this warranty, the term "Maintenance Commencement Date" as to any Software means the first date that: (i) a copy of the Software has been delivered to Licensees (either by shipment of media containing the Software, downloading of the Software onto Licensees' systems in connection with the installation of the Software, or the Software being made available for download by Licensees from a web site identified to Licensees); and (ii) license codes or a Software certificate necessary for Licensees to activate the Software for use have been delivered to Licensees or made available for download by Licensees.

c. Licensees' sole and exclusive remedy for a breach of the express limited warranties under paragraph (a) or (b) shall be as follows. Provided that, within the applicable 60-day period, Licensees notify Northwoods in writing of the non-conformity, Northwoods will either: (1) repair or replace the non-conforming media or Software, which in the case of the Software may include the delivery of a commercially reasonable workaround for the non-conformity; or (2) if Northwoods determines that repair or replacement of the non-conforming media or Software is not commercially practicable, then terminate this EULA with respect to the Software associated with the non-conforming media or with respect to the non-conforming Software, in which event, upon compliance by Licensees with their obligations under Section 9, Northwoods will refund any portion of the Software license fees paid prior to the time of such termination with respect to such Software.

d. NORTHWOODS AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. LICENSEES SPECIFICALLY ASSUME RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE TO ACHIEVE THEIR BUSINESS OBJECTIVES.

e. No oral or written information given by Northwoods, its agents, or employees shall create any additional warranty. No modification or addition to this warranty is authorized unless it is set forth in writing, references this EULA, and is signed on behalf of Northwoods by a corporate officer.

6. LIMITATION OF LIABILITY. IN NO CASE SHALL NORTHWOODS' LIABILITY EXCEED THE AMOUNT OF THE SOFTWARE LICENSE FEES ACTUALLY PAID BY LICENSEES. 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.

7. MAINTENANCE. Licensees may purchase software maintenance and technical support services from Northwoods or the Northwoods authorized solution provider through which Licensees have ordered the Software pursuant to the terms of a separate Software Maintenance Agreement and a separate Onsite Maintenance Services Agreement.

8. INVOICES AND PAYMENTS. An invoice will be provided to the Sandusky JFS Licensee within ten (10) business days from the date the software is delivered to the Licensee and will be due payable within thirty (30) days after receipt of invoice. Failure to remit payment within thirty (30) days may result in the termination of this EULA.

9. TERMINATION. Northwoods may terminate this EULA immediately and any license to use the Software will automatically terminate without notice if Licensees fail to comply with any provision of this EULA. Upon termination of this EULA for any reason, including, but not limited to, those specified in this Section 9 or in Sections 5 or 8, Licensees shall immediately: (a) discontinue any and all use of the Software and related documentation; (b) return the Software and any related documentation to Northwoods; and (c) certify in writing to Northwoods that Licensees have completed the preceding actions. The obligations of Licensees under the preceding sentence and all disclaimers of warranties and limitations of liability set forth in this EULA shall survive any termination.

10. DISCLAIMER OF AGENCY. This EULA does not constitute a partnership agreement, nor does it authorize Northwoods or the Licensees 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, in the name of, or on behalf of the other party.

11. SEVERABILITY. In the event that a court of competent jurisdiction determines that any portion of this EULA is unenforceable, it shall not affect any other provisions of this EULA.

12. NOTICE. All notices, requests or other communications required to be given pursuant to this EULA shall be in writing, shall be addressed to the recipient party at its principal place of business or to such other address as the

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 10, 2011

recipient party may direct in writing, and shall be personally delivered or sent by certified or registered U.S. mail, return receipt requested, or by prepaid commercial overnight courier. All notices, requests or other communications delivered as specified herein shall be deemed to have been given and received on the date personally delivered or on the date deposited in the U.S. mail or with the commercial overnight courier.

13. GOVERNING LAW. The laws of the State of Ohio shall govern this EULA, without regard to the conflict of laws principles thereof. The parties mutually agree that the 1980 United Nations Convention on Contracts for the International Sale of Goods, as amended, shall not be applicable with respect to this EULA. Licensees agree that they will not export or re-export, directly or indirectly, the Software to destinations prohibited by the U.S. Department of Commerce in accordance with the U.S. Export Administration Regulations.

14. 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

15. ENTIRE AGREEMENT. This EULA (including the exhibits and schedules attached hereto) constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, documents and proposals, oral or written, between the parties with respect thereto. This EULA may be amended or modified only by an agreement in writing signed by each of the parties and may not be modified by course of conduct.

16. U.S., STATE AND LOCAL GOVERNMENT END USERS. The terms and conditions of this EULA shall pertain to the Government’s use and/or disclosure of the Software, and shall supersede any conflicting contractual terms or conditions. By accepting the terms of this EULA and/or the delivery of the Software, the Government hereby agrees that the Software qualifies as “commercial” computer software within the meaning of ALL federal, state and local acquisition regulation(s) applicable to this procurement and that the Software is developed exclusively at private expense. If this license fails to meet the Government’s needs or is inconsistent in any respect with federal, state or local law, the Government agrees to return this Software to Northwoods. In addition to the foregoing, where DFARS is applicable, use, modification, reproduction, release, display, or disclosure of the Software or documentation by the Government is subject solely to the terms of this EULA, as stated in DFARS 227.7202, and the terms of this EULA shall supersede any conflicting contractual term or conditions.

COMPASS SOFTWARE® MAINTENANCE AGREEMENT
NORTHWOODS ATTACHMENT B

This Compass Software® Maintenance Agreement is made and entered into this 10th day of November, 2011, 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(s), person(s) or entity(s) executing this Agreement as the “Licensee(s)” in the space provided below (hereinafter referred to individually as “Licensee” and collectively as “Licensees”):

Licensee’s Name: Sandusky County Department of Job and Family Services
Licensee’s Address: 2511 Countryside Drive
Fremont, Ohio 43240-9987

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

Licensee’s Name: Hancock County Department of Job and Family Services
Licensee’s Address: 7814 County Road 140
P.O. Box 270
Findlay, Ohio 45839-0270

Licensee’s Name: Knox County Department of Job and Family Services
Licensee’s Address: 117 East High Street, 4th Floor
Mount Vernon, Ohio 43050-3400

Licensee’s Name: Marion County Department of Job and Family Services
Licensee’s Address: 363 West Fairground Street
Marion, Ohio 43302

Licensee’s Name: Morrow County Department of Job and Family Services
Licensee’s Address: 619 West Marion Road
Mt. Gilead, Ohio 43338-1280

Licensee’s Name: Wood County Department of Job and Family Services
Licensee’s Address: 1928 East Gypsy Lane Road
P.O. Box 679
Bowling Green, Ohio 43402-9396

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 10, 2011**

RECITALS:

WHEREAS, Licensees have 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, Licensees desire 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. “Covered Software” or “Software” means (1) the current released version of the Commercial Off-The-Shelf (“COTS”) computer software licensed by Licensees from Northwoods under the EULA, as detailed on Northwoods invoices that the Licensees have properly paid, and (2) at any time after Northwoods has delivered to Licensees 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 Covered Software will not include any prior released version of such computer software that has been superseded for more than two (2) years (as determined from the date that Northwoods first announced publicly, through its web site or otherwise, the general release of the next later version of such computer software) by any later released version of such computer software.
- f. “Upgrades and Enhancements” means any and all new versions, improvements, modifications, upgrades, updates, fixes and additions to the Software that Northwoods commercially releases to its end users generally during the term of this Agreement to correct deficiencies or enhance the capabilities of the Software, together with updates of the Documentation to reflect such new versions, improvements, modifications, upgrades, fixes or additions; provided, however, that the foregoing shall not include new, separate product offerings, new modules, re-platformed Software, new business process consulting, workflow changes or new functionality.

2. **MAINTENANCE AND SUPPORT SERVICES.**

- a. Generally. Northwoods shall: (1) use its commercially reasonable efforts to correct any properly reported Error(s) in the Software that are confirmed by Northwoods, in the exercise of its commercially reasonable judgment; (2) use its commercially reasonable efforts to correct any properly reported Error(s) (non-conformity to functional specifications mutually agreed upon by Northwoods and Licensees) 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; (3) upon the request of Licensees, provide technical support and assistance and advice related to the operation and use of the Software by Licensees, or any problems with any of the foregoing; and (4) provide notice of periodic upgrades to Licensees’ single point of contact. Northwoods shall undertake to confirm any reported defect(s) described in clause 2 above promptly after receipt of proper notice from Licensees in accordance with Northwoods’ current defect reporting procedures. Northwoods shall perform services in an effort to correct confirmed Errors in the Software or 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. Licensees will be provided reasonable access, upon request, to system access logs of Northwoods’ staff. Licensees acknowledge and agree that Northwoods requires on-line access to the Software installed on Licensees’ systems in order for Northwoods to provide Maintenance and Support Services hereunder. Accordingly, Licensees shall install and maintain, at Licensees’ sole cost and expense, properly functioning and appropriate industry standard communications software approved by Northwoods; and Licensees shall establish and maintain, at Licensees’ sole cost and expense, an adequate secure or dedicated connection with Northwoods to facilitate Northwoods’ remote Maintenance and Support Services. Licensees’ obligation to provide on-line access shall be limited to the availability of the Ohio Department of Job and Family Services’ (“ODJFS”) on-line access system. Licensees shall not be required to install, maintain or purchase any additional or dedicated on-line connections. In the event that ODJFS terminates or restricts the on-line access of Northwoods or Licensees, Northwoods shall continue providing Maintenance and Support Services to Licensees by telephone. In the event of a complete system failure, Northwoods will undertake commercially reasonable efforts to prioritize this work with ODJFS to bring Licensees’ system(s) back to normal functionality.
- b. On-Site Services. Upon the reasonable request of Licensees, 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 Licensees’ facilities in connection with the correction of any Error(s) involving the Software that is not functioning in a production environment.

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 10, 2011**

c. Exclusions.

1) Northwoods is not responsible for providing, or obligated to provide, Maintenance and Support Services or Upgrades and Enhancements under this Agreement: (i) 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; (ii) in connection with any Error if Northwoods has previously provided corrections for such Error, which correction Licensees chose not to implement; (iii) 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 Licensees; (iv) if the Software or related software or systems have been subjected to abuse, misuse, improper handling, accident or neglect; or (v) if any party other than Northwoods has provided any services in the nature of Maintenance and Support Services to Licensees with respect to the Software.

3. **UPGRADES AND ENHANCEMENTS.** Northwoods will provide to Licensees, according to Northwoods' then current policies, all Upgrades and Enhancements to the Software released by Northwoods during the term of this Agreement. Northwoods will use its best efforts to remotely install on behalf of Licensees any such Upgrades and Enhancements. Licensees acknowledge and agree 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, 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/or trade secrets in the Software, Documentation, and any Upgrades and Enhancements are and shall remain the exclusive property of Northwoods and/or its suppliers.

4. **LICENSEES' RESPONSIBILITIES.**

a. Operation of the Software. Licensees acknowledge and agree that they are solely responsible for the operation, supervision, management and control of the Software, including but not limited to providing training for their personnel, instituting appropriate security procedures and implementing reasonable procedures to examine and verify all output before use. In addition, Licensees are solely responsible for their data, their databases, and for maintaining suitable backups of the data and databases 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 Licensees' selection or use of the Software or any hardware, third party software or systems.

b. Licensees' Implementation of Error Corrections and Upgrades and Enhancements. In order to maintain the integrity and proper operation of the Software, Licensees agree to implement, in the manner instructed by Northwoods, all Error corrections and Upgrades and Enhancements. Licensees' 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 Licensees be relieved of the responsibility for the payment of fees and charges otherwise properly invoiced during the term hereof.

c. Technical Point of Contact. Licensees agree to provide a single "Technical Point of Contact" ("TPOC") responsible for the administration, supervision, management, and control of the Covered Software. Licensees also agree that all Covered Software support incidents raised by Licensees' 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 Licensees' 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. If the TPOC reasonably believes the support incident is not appropriately handled by the Northwoods operator at the first point of contact, the TPOC may request escalation of the support incident to a Supervisor. If the TPOC reasonably believes the support incident is not appropriately handled by the Supervisor, the TPOC may request escalation of the support incident to Northwoods' Chief Product Officer. Licensees agree that all communications regarding Covered Software Errors and Problems will be between the TPOC and Northwoods.

d. Notice and Documentation of Errors. Licensees shall give prompt notice of any Errors in the Software discovered by Licensees, or otherwise brought to the attention of Licensees, in accordance with Northwoods' then current defect reporting procedures. Proper notice may include, without limitation, prompt telephonic or written notice to Northwoods of any alleged Error. If Northwoods requests, Licensees agree 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. Licensees shall provide reasonable access to and use of Licensees' 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, Licensees acknowledge and agree that a third party service provider may be retained by Northwoods to provide Error corrections or other Maintenance and Support Services directly to Licensees and, accordingly, Licensees 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. Licensees shall pay to Northwoods annual maintenance fees in the amounts invoiced by Northwoods.

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

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 10, 2011**

purchase order for the license of the Software under the EULA.

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

3) Renewal Periods. Northwoods shall invoice Licensees 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 Licensees request: (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 Licensees agree that such Maintenance and Support Services shall not be covered by the annual maintenance fees under Section 5(a). Licensees agree 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 Licensees for all time and materials charges hereunder.

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

c. Payments; Remedies.

1) Annual Maintenance Fees. Licensees shall pay all invoices for annual maintenance fees in full net thirty (30) days from the date of invoice.

2) Other Payments. Licensees 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 Licensees 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 Licensees unless and until such default, and any and all other defaults by Licensees hereunder, have been cured.

4) U.S. Dollars. All payments by Licensees 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 Licensees hereunder, Licensees 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. Licensees agree 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, Licensees 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 Licensees, the Maintenance and Support Services in question are determined not to conform to this limited warranty, Northwoods' sole obligation, and Licensees' 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, Licensees' 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 Licensees or a third party or failure of Licensees 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 Licensees 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 LICENSEES' REQUIREMENTS OR ARE WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF ANY SOFTWARE OR UPGRADES AND ENHANCEMENTS WILL BE UNINTERRUPTED. NORTHWOODS DOES

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 10, 2011**

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 LICENSEES TO NORTHWOODS UNDER THIS AGREEMENT DURING THE CURRENT TERM OF THIS AGREEMENT. IN NO EVENT SHALL NORTHWOODS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS, BUSINESS INTERRUPTION DAMAGES OR EXPENSES, THE COSTS OF SUBSTITUTE SOFTWARE OR SERVICES, LOSSES RESULTING FROM ERASURE, DAMAGE, DESTRUCTION OR OTHER LOSS OF FILES, DATA OR PROGRAMS OR THE COST OF RECOVERING SUCH INFORMATION, OR OTHER PECUNIARY LOSS, EVEN IF NORTHWOODS HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR LOSSES.

8. TERM, RENEWAL AND TERMINATION.

a. Term. Subject to the early termination provisions of Section 8(b), the initial term of this Agreement (the "Initial Term") shall commence on the day that Northwoods issues to Licensees license codes for the Software modules licensed by Licensees under the EULA and shall expire on the first anniversary of such date. Except as otherwise provided in Section 8(c)(3) below, the Agreement will automatically renew for consecutive one (1) year terms upon the payment by Licensees of the next year's 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 Licensees of any breach by Licensees or other failure by Licensees 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 Licensees to cure the breach or non-compliance. If Licensees have 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 Licensees.

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

B) For Cause. Licensees shall be entitled to give written notice to Northwoods of any breach by Northwoods or other failure by Northwoods to comply with any material term or condition of this Agreement, specifying the nature of such breach or non-compliance and requiring Northwoods to cure the breach or non-compliance. If Northwoods has not cured, or commenced to cure (if a cure cannot be performed within the time period set forth below), the breach or non-compliance within twenty (20) business days after receipt of written notice, Licensees shall be entitled, in addition to any other rights they may have under this Agreement, or otherwise at law or in equity, to immediately terminate this Agreement; and thereafter, so long as Licensees have complied in all material respects with its obligations under the EULA and this Agreement, and are current on all payment obligations under the EULA and this Agreement, Licensees 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 Licensees 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. Licensees 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, Licensees 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

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 10, 2011**

until all obligations are satisfied, including, but not limited to, Section 3 (as it relates to title and ownership), Section 5(d), Section 6(c), Section 7, Section 8, Section 10 and Section 11. No action arising out of this Agreement, regardless of the form of action, may be brought by Licensees 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 Licensees under Section 8(b)(3)(C) (Non-Renewal), Licensees 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, Licensees 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), LICENSEES 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 Licensees or otherwise, will be of no effect unless expressly agreed to in writing by both parties. This Agreement will prevail over any conflicting stipulations contained or referenced in any other document.

e. Binding Agreement and Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Northwoods may assign this Agreement or its rights or obligations under this Agreement, in whole or in part, to any other person or entity. Licensees 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 Licensees resulting from an acquisition,

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 10, 2011**

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. Licensees agree 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.

Attachment H

**ADDENDUM TO PURCHASE AGREEMENT BETWEEN NORTHWOODS
CONSULTING PARTNERS, INC., AND ALL PARTIES TO THE PURCHASE AGREEMENT**

This Addendum is entered into between Northwoods Consulting Partners, Inc. ("Northwoods") and all parties to the Purchase Agreement as modification to the Purchase Agreement. (Individually "Party", collectively "Parties"). This Addendum shall become a part of the original Agreement as if rewritten herein.

1. ACCESS TO AND RETENTION OF RECORDS

At any time, during regular business hours, with reasonable notice and as often as the Parties, the Comptroller General of the United States, or the State may deem necessary, Northwoods shall make available to any or all the above named parties or their authorized representatives, all subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other information or data relating to all matters covered by this Agreement. The Parties shall be permitted by Northwoods to inspect, audit, make excerpts, photo static copies and/or transcripts of any and all documents relating to all matters covered by this Agreement.

Northwoods, for a minimum of three (3) years after reimbursement/compensation for services rendered under this Agreement, agrees to retain and maintain, and assure that all of its subcontractors retain and maintain, all records, documents, writings and/or other information related to performance of this Agreement. If an audit, litigation, or other action is initiated during the time period of this Agreement, Northwoods shall retain and maintain, and assure that all of its subcontractors retain and maintain, such records until the action is concluded and all issues are resolved or the three (3) years have expired, whichever is later,

2. INSURANCE

Northwoods shall carry and maintain throughout the life of the Agreement such bodily injury and property damage liability insurance as will protect it and the Parties against any and all claims for personal injury, including death, or property damage, which may arise out of or result from the performance of or operations under this Agreement or from the use of any vehicle(s) in connection therewith, and shall include coverage for indemnification as described in the Purchase Agreement.

Upon request, Northwoods shall present to the requesting Party current certificates of insurance, and shall maintain current such insurance during and throughout the entire term of this Agreement. Said insurance shall name the Parties as additional insureds. At a minimum, the required insurance shall be of a type which is customary in the industry and shall provide coverage in an amount that is both customary in the industry and equal to and covering all sums which Northwoods may or shall become legally obligated to pay as damages.

In addition to the rights and protections provided by the insurance policies as required above, the Parties shall retain any and all such other and further rights and remedies as are available at law or in equity.

3. WORKERS COMPENSATION

Northwoods shall carry and maintain throughout the life of the Agreement Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed. Northwoods shall be responsible for any and all premiums for such policy(ies).

4. ADDITIONAL WARRANTIES/LICENSES

Northwoods hereby warrants that all of its officers, employees, volunteers, representatives, and/or servants that will be

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 10, 2011**

performing services under this Agreement are legally and properly trained and/or licensed to be performing the tasks that they will be performing under this Agreement.

5. CAMPAIGN FINANCE' — COMPLIANCE WITH ORC § 3517.13

Ohio Revised Code Section 3517.13 1(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 said sections of the Revised Code are in compliance with the applicable provisions of section 3517.13 of the Revised Code. Northwoods, 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 Agreement will prohibit the Board and DCDJFS from entering, proceeding with, and/or performing the Agreement. Such certification is attached to this Agreement and by this reference made a part of this Agreement.

6. DMA FORM STATEMENT

Northwoods certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list, which list may be found on the Ohio Homeland Security web site at: <http://www.homelandsecurity.ohio.gov/>. Pursuant to R.C. § 2909.33, Northwoods agrees to make such certification by completing the declaration of material assistance/no assistance 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.

7. FINDINGS FOR RECOVERY

Northwoods certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

8. DRUG FREE ENVIRONMENT

Northwoods agrees to comply with all applicable state and federal laws regarding thug-free environment and shall have established and have in place a drug free environment policy. Northwoods shall make a good faith effort to ensure that all of its employees will not purchase, use, or possess illegal drugs or abuse prescription drugs in any way.

9. ASSIGNMENT

Except in the case of a sale, transfer or assignment of all or substantially all of the assets of Northwoods to a successor who has asserted its intent to continue the business of Northwoods, neither party may assign or transfer this Agreement without the prior written consent of the other Party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed.

10. SUBCONTRACTORS

Northwoods may engage duly qualified subcontractors to provide the products or perform the services, but shall remain fully responsible for such products and/or performance.

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

COMMISSIONERS' COMMITTEES REPORTS

Commissioner O'Brien

**-Due To Budget Hearings; Was Unable To Attend An EMA Meeting
-Also Unable To Attend A Rescheduled Regional Planning Executive Committee
-Planning On Attending Next Week's Regular Regional Planning Meeting
-Attended And Participated In The Family Children's First Council Meeting And Will Report On That Later**

Commissioner Thompson

-The Commissioners Will Be Attending The Veterans Event At The Council For Older Adults On Friday

Commissioner Stapleton

-MORPC Meeting Later Today

RESOLUTION NO. 11-1313

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF
APPOINTMENT OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL AND FOR COLLECTIVE**

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 10, 2011

BARGAINING:

It was moved by Mr. Thompson, seconded by Mr. O’Brien to adjourn into Executive Session at 10:36AM.

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

RESOLUTION NO. 11-1314

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. O’Brien, seconded by Mr. Stapleton to adjourn out of Executive Session at 11:33AM.

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

Mr. Thompson was absent for adjourning out of executive session due to a prior commitment.

There being no further business, the meeting adjourned.

Ken O’Brien

Dennis Stapleton

Tommy Thompson

Jennifer Walraven, Clerk to the Commissioners