

**COMMISSIONERS JOURNAL NO. 58 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 1, 2012**

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. 12-1118

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD OCTOBER 29, 2012:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on October 29, 2012; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.12 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

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

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

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

**RICK BARON DIRECTOR OF HOMELAND SECURITY
PRESENTATION TO DEPUTY TIM SCHAMBS
CERTIFICATE OF APPRECIATION FOR THE WORK WITH HOMELAND SECURITY**

RESOLUTION NO. 12-1119

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1031:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1031 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Desc	Line Account	Amount	Line
R1206249	DELAWARE AREA TRANSIT AGENCY	FORMULA 2011 GRANT	23011704 - 5365	\$22,900.00	0001
R1206292	DESIGN BUILD SOLUTIONS	DURABLE SLATE ROOF 109	40111402 - 5410	\$144,988.00	0001
R1206293	BRUNER CORPORATION	HOT WATER TANK JAIL	40111402 - 5410	\$45,532.00	0001

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

RESOLUTION NO. 12-1120

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Facilities Department is requesting that Jon Melvin attend the CCAO Winter Conference in Columbus, Ohio December 10, 2012; at the cost of \$60.00 (Fund Number 10011105).

Environmental Services is requesting that Bill Johnson, Greg Miller and Fred Fowler attend the Central Ohio Code Officials Association General Meeting and Training in Reynoldsburg, Ohio on November 7, 2012 at no cost.

The Commissioners' Office is requesting that Dennis Stapleton, Tim Hansley and Teri Morgan attend the Red Cross Heroes Breakfast at the Council for Older Adults on November 14, 2012; at the cost of \$75.00 (fund number 10011101).

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The Commissioners' Office is requesting that Dennis Stapleton, Ken O'Brien, Tommy Thompson, Tim Hansley and Teri Morgan attend the Veterans Day Ceremony at the Council for Older Adults on November 9, 2012; at the cost of \$21.00 (fund number 10011101).

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

RESOLUTION NO. 12-1121

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, JILL STEMEN TANGEMAN, ESQ., REQUESTING ANNEXATION OF 67.492 ACRES OF LAND IN LIBERTY AND CONCORD TOWNSHIPS TO THE CITY OF POWELL:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to acknowledge that on October 29, 2012, the Clerk to the Board of Commissioners received an annexation petition request to annex 67.492 acres from Liberty and Concord Townships to the City of Powell.

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

RESOLUTION NO. 12-1122

IN THE MATTER OF APPROVING A LICENSE AGREEMENT; A SOFTWARE SUPPORT AGREEMENT AND PURCHASE AND SALE AGREEMENT BY AND BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE COUNTY AUDITOR AND EXECUTIME SOFTWARE, LLC. FOR A TIME AND ATTENDANCE SOFTWARE SYSTEM FOR DELAWARE COUNTY:

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

Whereas, the County Auditor recommends approval of a License Agreement; a Software Support Agreement and Purchase and Sale Agreement with Executime Software, Llc. for a Time and Attendance Software System for Delaware County;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve a License Agreement; A Software Support Agreement And Purchase And Sale Agreement between The Delaware County Board Of Commissioners; The Delaware County Auditor And Executime Software, Llc. for a Time And Attendance Software System for Delaware County.

ExecuTime™ LICENSE AGREEMENT COVER

This License Agreement, by and between ExecuTime Software, LLC, an Oklahoma limited liability company, hereinafter referred to as ExecuTime", and the organization named below, hereinafter referred to as "LICENSEE":

Delaware County
ORGANIZATION NAME

140 N. Sandusky St.
STREET ADDRESS

Delaware, OH 43015 (740) 833-2900
CITY/STATE/ZIP TELEPHONE NUMBER

This License Agreement applies to the ExecuTime™ Time and Attendance Software System.

The computer with which the Licensed Software is to be used is known as the Designated Computer and is identified as follows:

<u>N/A</u>	<u>1000</u>	<u>N/A</u>
Server Model	Number of Employees	Serial Number

The LICENSEE acknowledges that it has read this Agreement, the terms and conditions of which are set forth on this page and in the ExecuTime™ License Agreement Terms and Conditions Document attached hereto, and understands it and agrees to be bound by its terms and conditions. Further, the LICENSEE agrees that it is the complete and exclusive statement of the agreement between the parties which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement. Notwithstanding the foregoing, this Agreement is part of a Purchase and Sale Agreement between LICENSEE and ExecuTime executed contemporaneously herewith and is subject to its terms.

LICENSE AGREEMENT TERMS AND CONDITIONS

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1. DEFINITIONS

The term "Licensed Software" in this Agreement shall mean all licensed data processing programs consisting of instructions or statements in machine readable form and any related licensed materials such as, but not limited to, manuals, system documentation and written or verbal instructions provided for use in connection with the licensed data processing programs.

2. TERM

This Agreement is effective from the date on which it is accepted by ExecuTime and will remain in effect unless terminated as provided herein. In the event the parties are unable to reach agreement as to a Solution Design, either party may, upon notice to the other party, terminate this Agreement without liability to the other party, as provided in the Purchase and Sale Agreement between the parties. In addition, this Agreement may be terminated (a) by the LICENSEE, with or without cause, upon 30 days prior written notice to ExecuTime, or (b) by ExecuTime if the LICENSEE fails to comply with any of the material terms and conditions of this Agreement and fails to cure the default within 30 days after receipt of written notice stating the exact nature of the default. It is hereby agreed that upon termination of this Agreement for any reason, LICENSEE shall discontinue use of all Licensed Software and all Licensed Software shall be returned to ExecuTime.

3. LICENSE

(a) ExecuTime hereby grants to LICENSEE a License to use the Licensed Software only on the Designated Computer as identified on the License Agreement Cover. Any attempt to sub-license, assign or transfer any of the rights, duties or obligations under this Agreement are void without written notification to and the consent of ExecuTime, which consent must not be unreasonably withheld.

(b) The License is transferable to a backup computer when the Designated Computer or an associated unit required for use of the Licensed Software is temporarily inoperable, but only until status is restored to the Designated Computer and processing on the backup computer is completed.

4. WARRANTY AND LIMITATION OF LIABILITY

(a) ExecuTime warrants that it has the right to market, distribute, support and maintain Licensed Software and that Licensed Software is warranted to conform to the operating specifications as outlined in the applicable software documentation. LICENSEE agrees that its SOLE AND EXCLUSIVE REMEDY is for ExecuTime to correct any error, malfunction or defect if the Licensed Software warranted hereunder fails to conform to the applicable operating specifications and LICENSEE advises ExecuTime of such failure in writing, during the three (3) month warranty period. The three (3) month warranty period starts the day after the date of the complete installation. If after reasonable attempts, ExecuTime is unable to correct the error, malfunction, or defect, LICENSEE shall be entitled to recover an amount, commensurate with the nature and magnitude of the error or defect, up to the entire amount paid for the Licensed Software. (For the purpose of this Agreement, the term "error, malfunction or defect" shall mean only significant material deviations from the operating specifications for the Licensed Software as set forth in the applicable software documentation issued by ExecuTime, that render the Licensed Software unusable.)

(b) ExecuTime represents, warrants and covenants that the Licensed Software delivered hereunder, including any upgrades or subsequent releases, shall contain no "Virus". "Virus" shall mean any computer code intentionally designed to disrupt, disable, harm or otherwise impede in any manner, including aesthetical disruptions or distortions, the operation of the computer program, or any other associated software, firmware, hardware or computer system.

(c) ExecuTime's liability for damages to the LICENSEE for any cause whatsoever, and regardless of the form of action, whether in contract or in tort including negligence, shall be limited to the amount paid for the Licensed Software. In no event will ExecuTime be liable for any damages caused by the LICENSEE's failure to perform the LICENSEE's responsibilities, or for any lost profits or other consequential damages, even if ExecuTime has been advised of the possibility of such damages.

(d) ExecuTime agrees to indemnify the LICENSEE against any loss and/or expenses, which may arise as a result of an alleged copyright or patent infringement by the licensed software of the copyright, patent, trademark, service mark, or other intellectual property of any third party.

(e) This warranty and liability for ExecuTime™ are void in the event that the Licensed Software is not being used with the Designated Computer.

(f) ExecuTime and/or Certified Marketing and Technical Associates will provide complete support services as outlined in the ExecuTime LICENSEE SUPPORT AGREEMENT TERMS AND CONDITIONS AGREEMENT.

(g) EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF

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MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5. PROTECTION AND SECURITY OF LICENSED SOFTWARE

(a) LICENSEE agrees to use the Licensed Software only as provided herein and only during the term of License granted by ExecuTime and further agrees not to provide or otherwise make available any Licensed Software to any person other than LICENSEE's agents, consultants, contracted personnel or employees without prior written consent from ExecuTime, and then only on the condition that they acknowledge ExecuTime's statement that the Licensed Software or any part thereof is the property of ExecuTime and is proprietary to ExecuTime. LICENSEE also acknowledges ExecuTime's statement that the Licensed Software is the exclusive property of ExecuTime, constitutes trade secrets of ExecuTime, and agrees to protect the Licensed Software or any part thereof from unauthorized disclosure by its agents, consultants, contracted personnel, employees, LICENSEE, or successors. In the event the License granted hereunder is terminated, the above obligations of LICENSEE with respect to protection and security shall not terminate but shall continue for a period of five (5) years following such termination of License.

(b) LICENSEE agrees to reproduce and include ExecuTime's proprietary, copyright, and trade secret notice on any copies, in whole or in part, in any form, including partial copies and modifications of Licensed Software.

(c) The LICENSEE further agrees to take appropriate action, by instruction, Agreement or otherwise, with any persons permitted access to Licensed Software so as to enable the LICENSEE to satisfy the LICENSEE's obligation under this Agreement.

6. MODIFICATION OF LICENSED SOFTWARE

The parties agree that LICENSEE shall have the right to modify any Licensed Software supplied by ExecuTime in machine readable form for LICENSEE's use under this Agreement and on the Designated Computer, and may combine such modified Licensed Software with other programs or material from updated work; provided however, upon discontinuance or termination of rights under this Agreement, the Licensed Software supplied by ExecuTime shall be completely removed from the updated work and all such materials and copies shall be returned to ExecuTime in accordance with the provisions of paragraph 8 of this Agreement. ExecuTime shall be under no obligation, however, to make revisions or releases compatible with Licensed Software which has custom modifications.

7. CANCELLATION OF LICENSE

(a) The License granted hereunder may be canceled by ExecuTime if LICENSEE defaults in payment of any amount due under this Agreement for a period of fifteen (15) business days after notice of default, or may be canceled at any time upon breach by the LICENSEE of any other covenant of this Agreement if such breach is not corrected within thirty (30) business days after receipt of written notice thereof. LICENSEE's obligation to pay charges which have accrued and damages arising from its breach of this Agreement shall survive cancellation thereof. No delay or omission in the exercise of any power or remedy herein provided or otherwise available to the other party shall alter or waive any rights or remedies.

8. RETURN OF LICENSED SOFTWARE

Within thirty (30) days after the termination or cancellation for any reason of the License granted herein, LICENSEE shall deliver to ExecuTime all copies thereof in whatever form, including partial copies which may have been modified by LICENSEE, and execute a letter so certifying. ExecuTime, LICENSEE may be permitted for a specified period thereafter to retain one copy of certain materials for record purposes.

9. CONFIDENTIALITY

(a) ExecuTime and LICENSEE agree that this Agreement and the relationship it represents, requires the exchange of Confidential Information over the course of normal business. Confidential Information is information not generally known by non-party personnel including, but not limited to, the financial, marketing and other proprietary business information and LICENSEE's customer data.

(b) ExecuTime and LICENSEE further agree that, except as expressly authorized in writing in advance by the other party, neither of them will copy or disclose Confidential Information to any third party except its agents, consultants, contracted personnel or employees on a need to know basis and the agents, consultants, contracted personnel or employees are under the same obligations of confidentiality as those imposed on the parties hereunder with no further rights of disclosure of Confidential Information.

(c) Either party may use, copy, or disclose the Confidential Information to the extent required by any subpoena or order of any government authority, or otherwise as required by law, provided that the disclosing party shall give prompt notice to the other party of the circumstances.

10. UPGRADES

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- (a) If LICENSEE has chosen the Premier Annual Support/Maintenance option, software for software version upgrades is free of charge. However, there is a charge for services on upgrades.
- (b) If LICENSEE has chosen the Standard Annual Support/Maintenance option, there is a charge for both software and services.

11. GENERAL

- (a) This Agreement can be modified only by a written agreement duly signed by persons authorized to sign agreements on behalf of the LICENSEE and of ExecuTime and variance from the terms and conditions of this Agreement in any LICENSEE purchase order or other written notification will be of no effect.
- (b) Neither LICENSEE nor ExecuTime is responsible for failure to fulfill their respective obligations under this Agreement due to causes beyond their control. No action, regardless of form, arising out of this Agreement may be brought by either party more than two years after the cause of action has arisen, or in the area of nonpayment, more than two years from the date of the last payment.
- (d) Any action or proceeding seeking to enforce, or to construe or determine the validity of, any term or provision of this Support Agreement, or based on any right arising out of this Agreement, shall be brought by or against a party only in the courts of Delaware County, Ohio and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. This Support Agreement shall be governed by the laws of the State of Ohio both as to interpretation and performance.
- (f) If any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

ExecuTime™ SOFTWARE SUPPORT AGREEMENT COVER

This Support Agreement (Agreement"), by and between ExecuTime Software, LLC, a Oklahoma limited liability company, hereinafter referred to as "ExecuTime," and the organization named below, hereinafter referred to as "Licensee":

Delaware County
ORGANIZATION NAME
140 N. Sandusky St.
STREET ADDRESS
Delaware, OH 43015 (740) 833-2900
CITY/STATE/ZIP TELEPHONE NUMBER

This Support Agreement applies to the ExecuTime™ Time and Attendance Software System.

The Support Fee for the Licensed Software is \$7,500.00

The Support Term is from 12/01/2012 to 11/30/2013

(Commencement Date: Month of Installation) (Initial Term: 12 Months/Annually)

The computer with which the Licensed Software is to be used is known as the Designated Computer and is identified as follows:

<u>N/A</u>	<u>Up to 1000</u>	<u>N/A</u>
Server Model	Number of Employees	Serial Number

The LICENSEE acknowledges that it has read this Agreement, the terms and conditions of which are set forth on this page and in the ExecuTime Software, LLC Support Agreement Terms and Conditions Document attached hereto, and understands it and agrees to be bound by its terms and conditions. Further, the LICENSEE agrees that it is the complete and exclusive statement of the agreement between the parties which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement. Notwithstanding the foregoing, this Agreement is part of a Purchase and Sale Agreement between LICENSEE and ExecuTime executed contemporaneously herewith and is subject to its terms.

**ExecuTime Software, LLC
LICENSEE SUPPORT AGREEMENT TERMS AND CONDITIONS**

1. This Support Agreement will remain in force from the Commencement Date until the Support Termination

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Date and will then be automatically extended for annual periods at the current fees. The LICENSEE can terminate this Support Agreement at the end of any Support Period by returning the invoice without payment. (See paragraph 6 of this Support Agreement.) In addition, in the event the parties are unable to reach agreement as to a Solution Design, either party may, upon notice to the other party, terminate this Agreement without liability to the other party, as provided in the Purchase and Sale Agreement between the parties.

2. ExecuTime will provide LICENSEE Licensed Software Support during ExecuTime's normal working hours, Monday - Friday 7:00am - 6:00 pm (CST) on a first-in, first-out basis, based on problem severity ExecuTime will:

- (a) Provide at ExecuTime's option and on ExecuTime's schedule, periodic error correction and updates to the object code and/or user documentation of the product so as to bring installed applications to a level equivalent with that of the current marketed version of the Licensed Software.
- (b) Clarify installation and operating instructions contained in the user documentation delivered with the Licensed Software.
- (c) Assist in the identification of solutions to operating problems being experienced by the LICENSEE with the Licensed Software.
- (d) Provide problem determination, investigation, and program error correction for verified program errors in the Licensed Software and the Payroll Interface at no additional charge to LICENSEE.
- (e) Provide data repairs for LICENSEE files and records for data problems CAUSED BY the ExecuTime product at no additional charge to LICENSEE.
- (f) Provide data repairs for LICENSEE files and records on a "best efforts" basis for data problems NOT CAUSED BY the ExecuTime product at ExecuTime's normal hourly billing rate, currently \$175.00 per hour.
- (g) If LICENSEE has chosen the Premier Annual Support/Maintenance option, ExecuTime shall provide LICENSEE with Emergency support 24 hours per day, 7 days per week (excluding holidays), provided the call is initiated by one of up to three (3) persons previously designated by LICENSEE. Emergency" shall be limited to an issue that renders the Licensed Software unusable (as determined by ExecuTime in its sole discretion). All other calls will be billed at ExecuTime's normal hourly billing rate, with a minimum charge of one hour.

3. ExecuTime includes in the category "data problems NOT CAUSED BY the ExecuTime product," data corruption or integrity problems caused by, but not limited to, the following:

- (a) Equipment malfunction or failure.
- (b) Failure by LICENSEE to follow procedures and/or instructions contained in the documentation provided with the product or in supplementary documentation provided by ExecuTime.
- (c) Failure by LICENSEE to follow accepted operating practices (for example, failing to routinely prepare backup data files, powering off or interrupting equipment while programs are executing, etc.).

4. ExecuTime will take due care in responding to each request for LICENSEE Support to assure that the LICENSEE is making proper use of the Licensed Software and that the Licensed Software is operating properly. ExecuTime will use commercially reasonable efforts to locate and correct any identified Licensed Software program defects reported by the LICENSEE.

5. ExecuTime expressly excludes the following services from the Licensed Software Support to be provided under this Support Agreement:

- (a) System configuration and implementation.
- (b) Operator training.
- (c) On-site training and LICENSEE assistance visits.
- (d) Training classes.
- (e) Licensed software custom modifications.
- (f) Support of any licensed software product other than the one indicated herein.

6. Payment in full of the appropriate LICENSEE Support Fee shown above must accompany this Support Agreement and be received by ExecuTime prior to commencement of Licensed Software Support under this Support Agreement. An invoice for the applicable LICENSEE Support Fee will be submitted by ExecuTime to LICENSEE prior to the end of each annual renewal period. To cancel the annual renewal, LICENSEE must return the invoice indicating intent to discontinue within (30) days of receipt.

7. Reinstatement of this Support Agreement after having not been in force for sixty (60) days or less will be made with no reinstatement charge retroactive to the date that the Support Agreement was terminated.

8. ExecuTime's liability for damages to the LICENSEE for any cause whatsoever and regardless of the form of

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actions, whether in contract or in tort including negligence, shall be limited to any actual charges incurred for up to twelve (12) months' Support Fee for the Licensed Software indicated above. Such charges shall be those in effect for the Licensed Software when the cause of action arose.

In no event will ExecuTime be liable for any damages caused by the LICENSEE's representatives or for any lost revenues or other consequential damages, even if ExecuTime has been advised of the possibility of such damages, or for any claim against the LICENSEE by any party, except as otherwise agreed in the Agreement.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. Except as provided herein, neither this Support Agreement, the services granted hereunder nor any of the Licensed Software materials or copies thereof may be sub-licensed, assigned or transferred by the LICENSEE. Any attempt by LICENSEE to sub-license, assign or transfer any of the rights, duties or obligations under this Support Agreement are void without the written consent of ExecuTime, which consent will not be unreasonably withheld. Notwithstanding the foregoing, this Support Agreement, the services granted hereunder and the Licensed Software materials or copies thereof may be assigned by either party to any successor by reason of merger, reorganization, sale of all or substantially all of the assets, change of control or operation of law.

11. The terms and conditions of this Agreement may be modified by ExecuTime effective on the date of automatic renewal by providing the LICENSEE with one month's prior written notice. Any such modification will apply unless the LICENSEE exercises the option to terminate this Agreement.

Otherwise, this Agreement can only be modified by a written agreement duly signed by a person authorized to sign agreements on behalf of the LICENSEE and ExecuTime and variance from the terms and conditions of the Agreement in any LICENSEE order or other modification will be of no effect.

12. The LICENSEE represents that it is the Licensee of the Licensed Software under this Support Agreement via the Agreement effected directly with ExecuTime

13. ExecuTime's Licensed Software Support provided outside the scope of this Support Agreement will be furnished at ExecuTime's applicable time and material billing rates and terms then in effect.

14. Neither LICENSEE nor ExecuTime are responsible for failure to fulfill its obligations under this Agreement due to causes beyond either party's reasonable control.

15. No actions, regardless of form arising out of this Support Agreement may be brought by either party more than two (2) years after the cause of actions have arisen, or in the area of nonpayment, more than two (2) years from the date of the last payment.

16. Any action or proceeding seeking to enforce, or to construe or determine the validity of, any term or provision of this Support Agreement, or based on any right arising out of this Agreement, shall be brought by or against a party only in the courts of Delaware County, Ohio and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.

17. This Support Agreement shall be governed by the laws of the State of Ohio both as to interpretation and performance.

18. If any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Support Agreement did not contain the particular part, term or provision that is held to be invalid.

19. ExecuTime and LICENSEE agree that this Agreement and the relationship it represents, requires the exchange of Confidential Information over the course of normal business. Confidential Information is information not generally known by non-party personnel including, but not limited to, the financial, marketing and other proprietary business information and LICENSEE's customer data.

ExecuTime and LICENSEE further agree that, except as expressly authorized in writing in advance by the other party, neither will copy or disclose Confidential Information to any third party except its agents, consultants, contracted personnel or employees on a need to know basis and the agents, consultants, contracted personnel or employees are under the same obligations of confidentiality as those imposed on the parties hereunder with no further rights of disclosure of Confidential Information.

Either party may use, copy, or disclose the Confidential Information to the extent required by any subpoena or order of any government authority, or otherwise as required by law, provided that the disclosing party shall give prompt notice to the other party of the circumstances.

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PURCHASE AND SALE AGREEMENT

Purchaser:
 Delaware County, OH
 Attn: Jerry Walraven

Seller:
 ExecuTime Software
 427 S. Boston, Suite 707
 Tulsa, OK 74103
 FAX: 413.235.6374

Qty.	Model/Feat./Description	Unit Price	Amount
1	ExecuTime™ Software License Up to 1000 employees	\$ 30,000.00	\$30,000.00
1.	Implementation Services and Training	\$ 20,000.00	\$20,000.00
	1. Design/Scope of Work		
	2. Implementation Services		
	3. Training Services		
	4. System Integration with SunGard Payroll Application		
1.	1st Year Annual Maintenance	\$7,500.00	\$7,500.00
Total Selling Price:			\$57,500.00

Payment Terms

- Full payment of ExecuTime Software License, ExecuTime Maintenance, Hardware and 50% of Service is due at time of order and prior to commencement of project.
- Remaining 50% of Services due upon completion of user training.
- Actual Tax and Shipping and reasonable and customary expenses will be added at time of invoicing.

Not Included

- Hardware-Server, PC's ect.
- Conversion Services- converting data from other T/A system to ExecuTime™ software.
- Reasonable and customary travel-related expenses.
- Charges from third party software companies or providers.
- Wiring, cabling etc.

Resale Number	Payment Terms	Ship Via	FOB Point
	Due Upon Receipt	Best Way	Origin

The Seller agrees to sell, and the Purchaser agrees to purchase, the data processing equipment, software and services listed above (the "Equipment") subject to the additional terms and conditions above, below and on the reverse. A late fee of 1.5% per month will be charged on overdue amounts.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be signed by their respective duly authorized representatives.

Agreed to and Accepted by:
 By: _____
 Title: _____
 Date: _____

Agreed to and Accepted by:
 Kevin Malone
 Title: Contract Officer
 Date: 10/24/2012

1. Delivery and Risk of Loss: Included Items. Seller will de-install and prepare equipment for shipping, using suitable packing materials, and will deliver the Equipment to the Seller's shipping dock, F.O.B. location shown on reverse. Purchaser shall bear the risk of loss or damage from the time of such delivery, except when seller is transporting the Equipment, during which time seller will be responsible. Purchaser shall promptly pay for all transportation, rigging, packaging, and drayage charges.

All form stands, logic or other manuals, diagnostics, tools, test decks, diagrams, cables, terminators and special RPQ devices permanently attached or removable in one or more ends, which are required to attach and re-install the Equipment in a similar configuration or any "Manufacturer's Approved Configuration", shall be delivered to Purchaser at no additional charge.

2. Taxes. There have been or shall be added to the purchase price amounts equal to any sales, use, or similar taxes, however designated. Any personal property taxes assessable on the Equipment after delivery to the carrier

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shall be borne by the Purchaser.

3. Title. Seller warrants that at the time of delivery to Purchaser, Seller will be the lawful owner of the Equipment, with full right, power and authority to sell the Equipment to Purchaser, and that the Equipment will be free and clear of all liens, claims and encumbrances of any kind. Good and marketable title to the Equipment shall vest in Purchaser upon payment in full of the Purchase Price and the parties' execution of a mutually satisfactory Solution Design. Purchaser agrees it will not sell, transfer, lease or otherwise part with possession of the Equipment until title has vested in Purchaser.

4. Maintenance; Warranties. Seller warrants that the Equipment will be eligible to be placed under the Manufacturer's Maintenance Agreement. Purchaser shall be responsible for placing the Equipment under such coverage and will promptly notify Seller, in writing, of any dispute concerning the Equipment's eligibility therefore, to afford Seller a reasonable opportunity to assure such eligibility. (As to Equipment involved in the IBM Service Exchange Center Program, Seller warrants the Equipment is in good working order and has not been subject to neglect or misuse.)

THE ABOVE WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR ANY PARTICULAR PURPOSE. PURCHASER ACKNOWLEDGES THAT IT IS NOT RELYING ON SELLER'S SKILL OR JUDGMENT TO SELECT OR FURNISH GOODS SUITABLE FOR ANY PARTICULAR PURPOSE AND THAT THERE ARE NO WARRANTIES WHICH ARE NOT CONTAINED IN THIS AGREEMENT.

5. Default; Remedies; Limitation of Liability. If Purchaser fails to accept delivery of the Equipment when available, fails to pay all or any part of the Purchase Price when due, or otherwise fails to perform any of its obligations hereunder, Seller may: (a) terminate this Agreement upon written notice to Purchaser; (b) repossess the Equipment without notice or demand, and (c) pursue any other lawful remedy.

If Seller fails to deliver the Equipment in a timely manner, or breaches any warranty or otherwise fails to perform any of its obligations hereunder, Purchaser may: (a) terminate the Agreement upon written notice to Seller, and (b) pursue any other lawful remedy.

SELLER SHALL NOT BE LIABLE FOR DAMAGES, INCLUDING SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THE EQUIPMENT OR ITS USE BY PURCHASER, AND SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH SELLER'S FAILURE TO PERFORM ITS OBLIGATIONS HEREUNDER.

IN NO EVENT SHALL EITHER PARTY'S LIABILITY TO THE OTHER, FOR ANY CAUSE OF ACTION WHATSOEVER ARISING OUT OF OR RELATED TO THIS AGREEMENT, EXCEED THE FEE FOR THE EXECUTIME SOFTWARE LICENSE STATED ABOVE.

6. Solution Design. Upon execution of this Purchase and Sale Agreement and Purchaser's payment of the initial installment described above, the Seller and the Purchaser shall proceed to negotiate a mutually satisfactory Solution Design that will state the exact services to be provided by Seller to Purchaser. The parties acknowledge that this Purchase and Sale Agreement, and the ExecuTime Time and Attendance Software System License Agreement (the "License Agreement") and the ExecuTime Software Support Agreement (the "Support Agreement") executed contemporaneously herewith, are contingent upon the parties' execution of a mutually satisfactory Solution Design. In the event the parties are unable to reach agreement as to a Solution Design, either party may, upon notice to the other party, terminate this Purchase and Sale Agreement, the License Agreement and the Support Agreement, without liability to the other party. Upon such termination, Seller shall have the right to take possession of all Equipment and shall be obligated to return to Purchaser all amounts previously paid by Purchaser under this Purchase and Sale Agreement, less Seller's out-of-pocket expenses and a reasonable fee for services rendered by Seller prior to termination.

7. Entire Agreement. This Purchase and Sale Agreement, and the License Agreement and Support Agreement the terms of which are deemed incorporated herein, constitute the complete and exclusive statement of the agreement between the parties which supersede all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of such agreements.

8. Effective Date. This Agreement is subject to acceptance by ExecuTime Software at its offices in Tulsa, OK, and shall only become effective on the date thereof.

9. Miscellaneous. This Agreement shall be governed by the laws of the State of Ohio.

Minimum ExecuTime Server Requirements (premise system only)

Hardware:

Processor: Intel Xeon quad core 3.0 GHz with 64bit support. (or equivalent)

RAM: 16 GB

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Hard Disk: 2 Disk Drives with a minimum of 100GB free space on secondary drive. (Recommended configuration: 1 drive for Operating System and 1 drive for application and database installation. After installation, it is recommended to maintain at least 20GB of free space at all times.)

100/1000 Ethernet Adapter

OS:

Any of the following - (Must be 64 bit)

Microsoft Windows Server 2003 Standard, Enterprise, Datacenter (64-bit)

Microsoft Windows Server 2008 Standard, Enterprise, Datacenter (64-bit)

Java Environment:

JDK v1.6 minimum

Web Application Servers:

JBoss AS (Installed by ExecuTime)

Databases Environment:

Any of the following - Single Processor License

Microsoft SQL Server 2005, 5P2 (64 bit recommended)

Microsoft SQL Server 2008 or 2008 R2 (64 bit recommended)

PC Requirements:

Internet Explorer 7.0 or higher

2 GB RAM

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

RESOLUTION NO. 12-1123

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE DELAWARE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES:

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

Supplemental Appropriation

29552501-5601	Developmental Disabilities/Grants	\$183,600.00
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Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Aye

RESOLUTION NO. 12-1124

IN THE MATTER OF APPROVING A CHANGE ORDER TO THE CONTRACT BY AND BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND TRI-COUNTY TOWER SERVICE, INC FOR THE RADIO TOWER INSPECTIONS AND RE-LAMPING:

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

Whereas, the Interim 911 Communications Director and the Public Safety Systems Administrator recommend approving a change order to the contract by and between The Delaware County Board Of Commissioners and Tri-County Tower Service, Inc for the Radio Tower Inspections And Re-Lamping;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve a change order to the contract by and between The Delaware County Board Of Commissioners And Tri-County Tower Service, Inc For The Radio Tower Inspections And Re-Lamping.

**CHANGE ORDER TO THE CONTRACT FOR THE
Radio Tower Inspections and Re-Lamping**

This Change Order to the Original Contract for the Radio Tower Inspection and Re-Lamping entered into on June 4, 2012 is made this 1st day of November, 2012, by and between the Delaware County Board of Commissioners (the "County") and Tri-County Tower Service, Inc. ("Tri-County"). The Contract shall be changed as follows:

ARTICLE 1

The statement of work provided by Tri-County to the County shall be changed to include the additional work and the additional compensation stated in Tri-County's Change Order Quote dated October 17, 2012, which is attached hereto and, by this reference, fully incorporated herein.

ARTICLE 2

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

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Tri-County Tower Service, Inc

8900 Mahoning Avenue
North Jackson, Ohio 44451

TCT Proposal

Job # 7966

October 17, 2012

Page # 1

Customer:

Delaware County Commissioners
101 N. Sandusky
Delaware OH 43015

Phase/Description	Amount
7966 DCC Delaware Cnty work	
1 Site Maintenance.	
1 Prime site Removal of deteriorating grout from under tower leg base and re grout. Labor and materials.	726.00
2 Olive Green Removal of deteriorating grout from under tower leg base and re grout. Labor and materials.	726.00
3 Dunham Road Extend lightning rod to 45° angle above top apertures. Labor and materials. Repair weatherproofing at dipole antenna jumper connection.	1,341.00
4 Sunbury Extend lightning rod to 45° angle above top apertures. Labor and materials.	861.00
5 Shanahan Extend lightning rod to 45° angle above top apertures. Labor and materials.	861.00
6 Geona Removal of deteriorating grout from under tower leg base and re grout. Labor and materials.	726.00
7 Ostrander Removal of deteriorating grout from under tower leg base and re grout. Labor and materials.	726.00
8 Radnor Removal of deteriorating grout from under tower leg base and re grout. Extend lightning rod to 45° angle above top apertures. Removal of three abandoned antennas and feedlines. Standoffs to remain on structure. Labor and materials.	1,356.00
9 Ashley Removal of deteriorating grout from under tower leg base and re grout. Labor and materials. Extend lightning rod to 45° angle above top apertures. Labor and materials.	1,356.00
Continued on page 2	
Phase Total:	8,679.00
2 Tax.	
10 Sales Tax Tax exempt form on file	
Phase Total:	0.00
Grand Total:	8,679.00

Notes:

Various site in Delaware county.
Above pricing is figured on a site to site loop dispatch.

- Proposal is based on access with two-wheel drive vehicle unless noted above.
- Tri-County Tower Service Inc., reserves the option to cancel the work day due to weather or unsafe conditions.
- Authorized change orders are required prior to the start of any changes or modifications of the scope of work above.
- Payment due in full, net 30 days from date of invoice.

PROPOSAL PREPARED BY: Greg Budd office (330)538-9877 cell (330)540-4977 fax (330)538-9879 e-mail: gbudd@tricitytower.com
Visit US at: www.tricitytower.com

Further Be It Resolved, The Board of Commissioners approve the following purchase order request:

R1206253 TRI COUNTY TOWER SERVICE INC 21411306 - 5328 \$8,679.00

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

RESOLUTION NO. 12-1125

SETTING DATE, TIME AND PLACE FOR THE PUBLIC HEARING TO ADDRESS GRANTING APPLICABLE ELECTED REPRESENTATIVE APPROVAL IN CONNECTION WITH THE ISSUANCE OF PORT AUTHORITY REVENUE REFUNDING BONDS OF THE DELAWARE COUNTY PORT AUTHORITY (ECONOMIC DEVELOPMENT REVENUE REFUNDING BONDS, SERIES 2012 THE YOUNG MEN’S CHRISTIAN ASSOCIATION OF CENTRAL OHIO PROJECT):

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

Whereas, in connection with the issuance of the Bonds, the Internal Revenue Code of 1986, as amended, requires that the "applicable elected representative" of the Issuer provide approval for the Bonds; and

Whereas, the Board of County Commissioners of the County of Delaware is the "applicable elected representative" of the Issuer; and

Whereas, the Board of County Commissioners of the County of Delaware is required to conduct a public hearing with respect to the approval of the issuance of the Bonds;

Therefore be it Resolved, the Board of County Commissioners of the County of Delaware, State of Ohio, have fixed Thursday November 15, 2012, at 10:15AM at the Commissioners Hearing Room 101 North Sandusky Street Delaware, Ohio as the date, time and place for the public hearing to address granting applicable elected representative approval in connection with the issuance of port authority revenue refunding bonds of The Delaware County Port Authority (Economic Development Revenue Refunding Bonds, Series 2012 The Young Men’s Christian Association Of Central Ohio Project).

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

RESOLUTION NO. 12-1126

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR ENVIRONMENTAL SERVICES:

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

Transfer of Appropriations		Amount
From	To	
66211901 - 5380	66211901 – 5228	\$25,000.00
SRF /Other Services	SRF /Vehicle Maintenance and Repair Supplies	

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

RESOLUTION NO. 12-1127

RESOLUTION OF NECESSITY FOR PURCHASE OR LEASE OF AUTOMOBILES FOR THE USE OF THE COUNTY COMMISSIONERS; ANY COUNTY DEPARTMENT, BOARD, COMMISSION, OFFICE OR AGENCY; OR ANY ELECTED COUNTY OFFICIAL OR HIS OR HER EMPLOYEES:

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

WHEREAS, the Board of County Commissioners of Delaware County, Ohio (the "Board") may find, by resolution of necessity, that it is necessary to expend county monies for the purchase or lease of a new automobile to be used by the Board, by any county department, board, commission, office or agency, or by any elected county official or his or her employees, and

WHEREAS, the Board has before it a request from the Division of Environmental Services to expend county monies for the purchase of one new vehicle; and

WHEREAS, the Board participates in the State of Ohio’s cooperative purchasing program; and

WHEREAS, the vehicle is available for purchase via the State of Ohio’s cooperative purchasing program.

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

Section 1. The Board hereby declares that a necessity exists to purchase one new vehicle for use by the Regional Sewer District, it being required to expand TV inspection services of the existing sanitary sewer system.

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Section 2. The Board hereby declares that the make and model of such vehicle is a Ford E-450-DRW Cutaway Mounted Mainline TV Inspection System with Cues equipment for a total price of \$185, 176.07.

Section 3. The Board hereby declares that the purchase or lease of said vehicle will be in accordance with the State of Ohio’s cooperative purchasing program, pursuant to the contract and terms and conditions set forth in Contract # 800001, which is, by this reference, fully incorporated herein and of which the purchase orders approved herein shall be made a part.

Section 4. The Board hereby approves a purchase order request for a total of \$185,176.07 M Tech Company in Cleveland, Ohio \$81,477.50 being from 66611903 – 5450, \$90,736.27 being from 66611904 – 5450, \$3,703.50 being from 66611906 - 5450 and \$9,258.80 being from 66611907 – 5450.

Section 5. This Resolution shall take immediate effect upon passage.

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

RESOLUTION NO. 12-1128

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Interim Director of Delaware Communications recommends accepting the resignation of David Price from the 911 Center, effective October 23, 2012;

Therefore, Be It Resolved, that the Board of Commissioners accept the resignation of David Price from the 911 Center, effective October 23, 2012.

The Director of The Child Support Enforcement Agency recommends hiring Ezekiel Keesbury as a Case Manager with the CSEA Department; effective November 15, 2012;

Therefore Be It Resolved, that the Board of Commissioners approve hiring Ezekiel Keesbury as a Case Manager with the CSEA Department; effective November 15, 2012.

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

RESOLUTION NO. 12-1129

IN THE MATTER OF APPROVING THE JOB DESCRIPTION FOR THE ADMINISTRATIVE ASSISTANT FOR THE JOB AND FAMILY SERVICES DEPARTMENT:

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

Whereas, the Director of Administrative Services and the Director of Job and Family Services recommend approving the job description for the Administrative Assistant for the Job and Family Services Department;

Therefore Be it Resolved, the Board of Commissioners approve the job description for the Administrative Assistant for the Job and Family Services Department.

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

TITLE: Administrative Assistant

JOB OBJECTIVES: Individual is responsible for providing administrative support to the Director of Job and Family Services. Individual reports directly to the Director of Job and Family Services.

ESSENTIAL JOB FUNCTIONS:

- Organizes and prepares documents, reports, presentations, etc., for dissemination inside and outside the work unit;
- Implements technology initiatives, programs and applications for the data system;
- Attends and participates in community groups and necessary trainings as assigned;
- Assists in developing and maintaining community partnerships;
- Maintains appointment calendar / schedules, resolves scheduling issues and conflicts;
- Receives, processes and distributes incoming and outgoing mail;
- Receives, prepares files and maintains documents, records and correspondence;
- Orders and maintains office supplies;
- Performs typing, word processing, and related computer operations to include Database systems;

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- Devises correspondence, completing forms and developing reports;
- Answers multi-line telephone, screens calls, makes referrals, gives and receives information;
- Faxes and copies materials as requested;
- Operates office equipment, as needed;
- Performs accounting and bookkeeping functions; and
- Any other duties as assigned by the director.

I. JOB REQUIREMENTS

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

Critical Skills/Expertise:

- Knowledge of applicable Federal, State and department policies, procedures, guidelines and methods;
- Knowledge of and ability to apply the computer system and its software to complete jobs and aid staff in achieving departmental goals;
- Ability to use common productivity programs including, but not limited to: Microsoft Word, Excel, Power Point and Access;
- Knowledge of community programs and resources;
- Ability to accurately complete and maintain records, reports and forms;
- Ability to transcribe information, type accurately, read, write and spell common vocabulary;
- Ability to work effectively with clients who may be upset, distraught, irate, emotionally or mentally or otherwise unable to function within reasonable range of constructive behaviors;
- Ability to effectively program plan under pressure, independently and in collaboration with other staff units and outside agencies.
- Ability to define and solve problems, collect data, establish facts, draw valid conclusions using judgment, and analytical skills;
- Thorough knowledge of and ability to apply computer system and its software to complete jobs;
- Ability to communicate effectively, both orally and in writing;
- Ability to organize and maintain large volumes of information and paperwork;
- Ability to comprehend and make practical application of customary practices, rules, procedures and techniques that are directly relevant to assigned tasks;
- Ability to organize and prioritize assignments and set achievable goals; and
- Ability to demonstrate excellent interpersonal skills.

Job Standards: High School diploma or its equivalent combined with three (3) years of related work experience. Must possess a valid Ohio Driver's License and acceptable driving record. Must meet and maintain qualifications for driving on county business at all times and as a continued condition of employment.

II. DIFFICULTY OF WORK

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

III. RESPONSIBILITY

Supervisor provides general guidance allowing the individual the ability to plan the procedures and methods to attain objectives. Individual operates independent of supervision in handling daily operations, normally receiving supervisor's input when needed. Errors in work may cause inaccuracies in reports, records, or technical data resulting in inaccurate or incomplete information, which may result

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in fiscal sanction or legal implications. Individual makes choices or decisions without supervisory input on most daily activities, such as scheduling appointments, establishing priorities, and forming collaborative relationships within the scope of the position with other service providers in the county.

IV. PERSONAL WORK RELATIONSHIPS

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

V. PHYSICAL EFFORT AND WORK ENVIRONMENT

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

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

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

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

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

RESOLUTION NO. 12-1130

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATIONS FOR THE DATA CENTER AND ADULT COURT SERVICES AND A TRANSFER OF FUNDS FOR THE SHERIFF'S OFFICE:

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

Transfer of Appropriation		Amount
From	To	
20315101-5301 Data Center/Professional Services	20315101-5260 Data Center/Tools Supplies	\$12,000.00
25622303-5301 Intensive Supervision/Prof Services	25622303-5201 Intensive Supervision/General Supplies	\$4,000.00
Transfer of Funds		
From	To	
10011102-5801 Commissioners/Transfers	28831313-4601 Deputies Road & Bridge Fines/Interfund Transfer	\$ 24,000.00

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

COMMISSIONERS' COMMITTEES REPORTS

Commissioner O'Brien
- Budget Hearings; No additional Committee Reports

Commissioner Thompson
-Last Night Trick-or-Treat

Commissioner Stapleton
-Budget Hearings; No Additional Reports

RESOLUTION NO. 12-1131

IN THE MATTER OF ADJOURNING INTO EXECUTIVE FOR CONSIDERATION OF EMPLOYMENT; PROMOTION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to adjourn into Executive Session at 10:27AM.

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

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RESOLUTION NO. 12-1132

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Thompson, seconded by Stapleton to adjourn out of Executive Session at 11:00AM.

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

There being no further business, the meeting adjourned.

Ken O'Brien

Dennis Stapleton

Tommy Thompson

Jennifer Walraven, Clerk to the Commissioners