

**COMMISSIONERS JOURNAL NO. 58 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 29, 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. 12-1199

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD NOVEMBER 26, 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 26, 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

RESOLUTION NO. 12-1200

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1128, MEMO TRANSFERS IN BATCH NUMBERS MTAPR1128:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1128, memo transfers in batch numbers MTAPR1128 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
DATA JARC Travel	Job and Family Program	22411601-5355	\$ 21,000.00
Beems BP	Fuel	10011106-5228	\$ 40,000.00

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

RESOLUTION NO. 12-1201

IN THE MATTER OF GRANTING THE ANNEXATION PETITION 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 approve the following resolution:

Whereas, on October 29, 2012, the Clerk to the Board of the Delaware County Commissioners received an annexation petition filed by Jill Stemen Tangeman, Esq., agent for the petitioners, of 67.492 acres, more or less, in Liberty and Concord Township to the City of Powell.

Whereas, ORC Section 709.023-Expedited Type 2 Annexation Petition; Petitions By All Property Owners With Or Without Consent of Municipality & Township(s) – If the Municipality or Township does not file an objection within 25 days after filing of annexation, the Board at its next regular session shall enter upon its journal a resolution granting the proposed annexation.

Whereas, 25 days have passed and the Clerk of the Board has not received an objection from the City of Powell, the Township of Liberty or the Township of Concord.

Therefore, Be It Resolved, the Delaware County Board of Commissioners grants the annexation petition request to annex 67.492 acres, more or less, in Liberty and Concord Townships to the City of Powell.

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

RESOLUTION NO. 12-1202

IN THE MATTER OF APPROVING THE COMPASS® SOFTWARE MAINTENANCE SUPPORT AND SERVICE AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND NORTHWOODS CONSULTING PARTNERS:

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 Compass® Software Maintenance Support and Service agreement;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following Compass® Software Maintenance Support and Service Agreement with Northwoods Consulting Partners:

This Compass® Software Support Agreement ("Agreement") is made and entered into this 29th day of November 2012, by and between Northwoods Consulting Partners, Inc., an Ohio corporation with its principal offices at 5815 Wall Street, Dublin, Ohio 43017, USA, (the Licensor, hereinafter "Northwoods"), and the company, person or entity executing this Agreement as the "Licensee" in the space provided below (hereinafter "Licensee"):

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

RECITALS:

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

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

WHEREAS, Licensee has been advised of the various support offerings provided by Northwoods and has elected to purchase (please initial in the space provided):

- Silver Level of Support
- Gold Level of Support
- Platinum Level of Support X**
- Additional environment support

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. "Consumable Items" includes all materials that can be used up and must be replenished. Examples of Consumable Items include, but are not limited to: printer, toner, scanner lamps, rollers, glass, cleaning sheets, data tapes, CDs, DVDs, etc.
 - b. "Covered Hardware" is defined as hardware (1) purchased through Northwoods, as detailed on Northwoods' invoices that Licensee has properly paid, and (2) installed and configured by Northwoods.
 - c. "Covered Software" means (1) the current released version of the Commercial Off-The-Shelf ("COTS") Compass® software licensed by Licensee from Northwoods under the EULA, as detailed on Northwoods' invoices that the Licensee has properly paid; (2) at any time after Northwoods has delivered to Licensee a new version of such computer software as a Patch, Upgrade and/or Fix 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; and (3) the current released version of the COTS Document Management Software of which Northwoods is a Reseller that is (a) licensed by Licensee through Northwoods, as detailed on Northwoods' invoices that the Licensee has properly paid and (b) installed and/or configured by Northwoods.
 - d. "Covered Database" or "Covered Database Software" means the database software or the index data and/or image data stored in the database that is (1) purchased through Northwoods as detailed on Northwoods' invoices that Licensee has properly paid, and (2) installed and configured by Northwoods.

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e. "Covered Operating System" (sometimes abbreviated "OS") is the software program that, after being initially loaded into the computer by a boot program, manages all the other programs in a computer and that is (1) purchased through Northwoods, as detailed on Northwoods' invoices that Licensee has properly paid, and (2) installed and configured by Northwoods.

f. "Covered Third Party Applications" means any third party software that is (1) licensed by Licensee through Northwoods, as detailed on Northwoods' invoices that the Licensee has properly paid and (2) installed and configured by Northwoods.

g. "Documentation" means electronic on-line material, including user manuals, provided by Northwoods for the Covered Software and that relate to the functional, operational or performance characteristics of the Covered Software.

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

i. "EULA" is defined in the Recitals to this Agreement.

j. "Onsite Services" are Support Services provided by Northwoods on behalf of Licensee at a Licensee-designated physical location other than the Northwoods offices or location.

k. "Patch(es), Upgrade(s) and Fix(es)" means any and all new versions, improvements, modifications, upgrades, updates, fixes and additions to the Covered 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 Covered 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, replatformed software, new business process consulting, workflow changes or new functionality.

l. "Support Services" means all professional services provided under this Agreement by Northwoods, subject to the Support Level actually purchased by Licensee, as noted in the Recitals to this Agreement.

2. Support Services

a. Silver Level.

1. Remote Support of the Covered Software. Northwoods shall: (1) use its commercially reasonable efforts to remotely correct any properly reported Error(s) in the Covered Software that are confirmed by Northwoods, in the exercise of its commercially reasonable judgment; (2) use its commercially reasonable efforts to remotely correct any properly reported Error(s) (non-conformity to functional specifications mutually agreed upon by Northwoods and Licensee) in any configurations of the Covered Software that are created by Northwoods or any integrations of the Covered Software with other applications, software or hardware that are configured or created by Northwoods, which are confirmed by Northwoods, in the exercise of its commercially reasonable judgment; and (3) upon the request of Licensee, provide remote technical support and assistance and advice related to the operation and use of the Covered Software by Licensee in a production environment, plus any additional, non-production environment(s) for which Licensee has elected to pay for additional environment support, or any problems with any of the foregoing. Northwoods shall undertake to confirm any reported defect(s) described in this clause promptly after receipt of proper notice from Licensee in accordance with Northwoods' current defect reporting procedures. Northwoods shall perform services in an effort to correct confirmed Errors in the Covered Software, or in configurations or integrations created by Northwoods, promptly after making such confirmation.

2. Support Center Access. 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 Northwoods holidays, or as otherwise provided by Northwoods to its end users purchasing continuing 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. Licensee acknowledges and agrees that Northwoods requires on-line access to the Covered Software installed on Licensee's systems in order for Northwoods to provide remote Support Services hereunder. Accordingly, Licensee shall install and maintain, at Licensee's sole cost and expense, properly functioning and appropriate industry standard communications software approved by Northwoods; and Licensee shall establish and maintain, at Licensee's sole cost and expense, an adequate secure or dedicated connection with Northwoods to facilitate Northwoods' remote Support Services.

3. Patches, Upgrades and Fixes. Northwoods will provide to Licensee, according to Northwoods' then current policies, all Patches, Upgrades and Fixes to the Covered Software released by Northwoods during the term of this Agreement. Northwoods will use its best efforts to remotely install on behalf of Licensee any such Patches, Upgrades, and Fixes but, to the extent the Patch, Upgrade, and/or Fix cannot be installed by Northwoods remotely, Licensee may request the necessary Onsite Services in accordance with Section 2(a)(4) below. Licensee acknowledges and agrees that Northwoods has the right, at any time, to change the specifications and operating characteristics of the Covered Software, and Northwoods' policies respecting Patches, Upgrades and Fixes and the release thereof to end users. Any Patches, Upgrades and Fixes to the Covered 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 Covered Software, Documentation, and any Patches, Upgrades and Fixes are and shall remain the exclusive property of Northwoods and/or its suppliers.

4. Onsite Services. Upon the reasonable request of Licensee, and submission of a purchase order for such services agreeing to pay for such services on a time and materials basis at Northwoods' then-current rates for such services, Northwoods may provide Onsite Services at Licensee's facilities in connection with the correction of any

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Error(s) involving the Covered Software that is not functioning in either a production environment or non-production environment(s) for which Licensee has elected to pay fees for additional environment support.

b. Gold Level.

Gold Level Support includes everything outlined in Section 2(a) (Silver Level) above, plus the following:

1. Remote Covered Database Support. Northwoods will provide remote, first line of support and troubleshooting for the support of any Covered Database. If, in the sole discretion of Northwoods, the issue requires escalation to the software manufacturer, Northwoods will act as a liaison between Licensee and the software manufacturer for support and troubleshooting.
2. Remote Covered Operating System Support. Northwoods will provide remote, first line of support and troubleshooting for the support of any Covered Operating System. If, in the sole discretion of Northwoods, the issue requires escalation to the software manufacturer, Northwoods will act as a liaison between Licensee and the software manufacturer for support and troubleshooting.
3. Remote Support of Covered Third Party Applications. Northwoods will provide remote, first line of support and troubleshooting for the support of any Covered Third Party Applications. If, in the sole discretion of Northwoods, the issue requires escalation to the software manufacturer, Northwoods will act as a liaison between Licensee and the software manufacturer for support and troubleshooting.
4. Remote Covered Hardware Support. Northwoods will provide remote, first line of support and troubleshooting for the support of any Covered Hardware. If, in the sole discretion of Northwoods, the issue requires escalation to the hardware manufacturer, Northwoods will act as a liaison between Licensee and the hardware manufacturer for support and troubleshooting.
5. OnSite Services. Upon the reasonable request of Licensee, and submission of a purchase order for such services agreeing to pay for such services on a time and materials basis at Northwoods then-current rates for such services, Northwoods may provide Onsite Services at Licensee's facilities in connection with the correction of any Error(s) involving the Covered Software that is not functioning in a production environment or non-production environment(s) for which Licensee has elected to pay fees for additional environment support.

C. Platinum Level.

Platinum Level Support includes everything outlined in Sections 2(a) (Silver Level) and 2(b) (Gold Level) above, plus the following:

1. Onsite Services. Northwoods will provide first line remote support and troubleshooting for all Covered Software, Covered Database Software, Covered Operating Systems, Covered Third Party Applications, and Covered Hardware. Should Northwoods be unable to successfully resolve the issue remotely, however, Northwoods will, in its sole discretion, provide one or more support professionals to provide Onsite Services for Licensee to actively resolve the issue. Onsite Services do not include installation, set up, or testing of new equipment, operator training or retraining, or replacement of Consumable Items. Onsite Services generally will be available during the hours of 8:00 a.m. to 5:00 p.m., in the time zone of Licensee, Monday through Friday, excluding Northwoods holidays.
2. Onsite Response Time. Northwoods or Northwoods' appointed Agents or Subcontractors will use best efforts to provide timely response to all calls for service from Licensee. For purposes of this Agreement, timely response will be defined as a Northwoods consultant arriving at the Licensee's designated site within four (4) business operating hours (excluding travel time)(8:00am to 5:00pm in the time zone of Licensee, Monday through Friday, excluding Northwoods holidays) of Northwoods' determination that onsite support is required to address the Licensee's issues. This determination will be made by Northwoods exercising reasonable commercial discretion. Exceptions to the 4-hour on-site response time include any unforeseen events prohibiting Northwoods from meeting the response time that are reasonable and beyond the control of Northwoods.
3. Patches, Upgrades and Fixes. To the extent that there are major Patches, Upgrades or Fixes to the Covered Software that cannot be installed by Northwoods remotely, and upon request of Licensee, Northwoods will make available up to one (1) major Patch, Upgrade or Fix per year to Licensee, will provide all professional services hours and resources necessary for such installation, and will train up to two (2) of Licensee's System Administrators on the new functionality of any such installation.
4. Server Health Checks. Northwoods will conduct remote server checks on the memory capacity and general operation of Licensee's servers on a periodic (not less than monthly) basis and will communicate to Licensee's System Administrator concerns over the health of Licensee's servers.
5. Annual Assessment. Licensee will receive a scheduled, annual visit by Northwoods' support manager or designee to assess Licensee's satisfaction with Northwoods' responsiveness to Licensee's needs and to respond to questions concerning the Compass® Software Support Agreement.

d. Exclusions.

Northwoods is not responsible for providing, or obligated to provide, Support Services or Patches, Upgrades and Fixes 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 Covered Software, including any configuration of the Covered 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 Licensee 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 Licensee; (iv) if the Covered Software or related software or systems have been subjected to abuse, misuse, improper handling, accident or neglect; (v) if any party other than Northwoods has provided any services in the nature of Support Services to Licensee with respect to the Covered Software; (vi)

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in connection with any Errors or Problems that occur in any non-production environment, unless Licensee has elected to pay for additional environment support. Any upgrades, support, or troubleshooting requested for a non-production environment for which Licensee has not paid additional environment fees is available at the sole discretion of Northwoods and Northwoods reserves the right to bill for any such request on a time and materials basis at Northwoods' then-current rates; or (vii) where applicable, in connection with any hardware systems, operating systems, database systems, network operating systems, hardware drivers, or any software or hardware unless specifically "covered" by this Agreement and by the relevant Support Level pursuant to the defined terms hereinabove. Further, except as otherwise explicitly provided for elsewhere, Northwoods is not responsible for end user training or retraining, preventative support visits by Northwoods technicians, forms creation services of any type, business process consulting, workflow lifecycle creation or modification, services to bring the system back to working order after changes have been made by anyone other than Northwoods to the system or supporting systems, to the desktop image, to hardware, new operating systems, or repairs or adjustments necessitated by the moving of hardware. The exclusions outlined in this section are applicable to all levels of Software Support.

3. LICENSEE'S RESPONSIBILITIES.

- a. **Operation of the Covered Software.** Licensee acknowledges and agrees that it is solely responsible for the operation, supervision, management and control of the Covered Software, including but not limited to providing training for its personnel, instituting appropriate security procedures and implementing reasonable procedures to examine and verify all output before use. In addition, Licensee is solely responsible for its data, its database, and for maintaining suitable backups of the data and database to prevent data loss in the event of any hardware or software malfunction. Northwoods shall have no responsibility or liability for data loss regardless of the reasons for said loss. Northwoods shall have no responsibility or liability for Licensee's selection or use of the Covered Software or any hardware, third party software or systems.
- b. **Licensee's Implementation of Error Corrections and Patches, Upgrades and Fixes.** In order to maintain the integrity and proper operation of the Covered Software, Licensee agrees to implement, in the manner instructed by Northwoods, all Error corrections and Patches, Upgrades and Fixes. Licensee's failure to implement any Error corrections or Patches, Upgrades and Fixes of the Covered Software as provided in this Section 3(b) shall relieve Northwoods of any responsibility or liability whatsoever for any failure or malfunction of the Covered Software, as modified by a subsequent Error correction or Patch, Upgrade and Fix, but in no such event shall Licensee be relieved of the responsibility for the payment of fees and charges otherwise properly invoiced during the term hereof.
- c. **System Administrator.** Licensee agrees to provide at least one (1) "System Administrator" responsible for the administration, supervision, management, and control of the Covered Software. Licensee also agrees that all Covered Software support incidents raised by Licensee's personnel will be reported to the System Administrator, 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 System Administrator will provide the support resolution to Licensee personnel. If, after initial research and investigation into a support question, the System Administrator determines there is an Error or Problem with the Covered Software, the System Administrator will report the Error or Problem to Northwoods. Licensee agrees that all communications regarding Covered Software Errors and Problems will be between the System Administrator and Northwoods.
- d. **Notice and Documentation of Errors.** Licensee shall give prompt notice of any Errors in the Covered Software discovered by Licensee, or otherwise brought to the attention of Licensee, 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, Licensee agrees to provide written documentation of Errors to substantiate them and to assist Northwoods in the detection and correction of said Errors.
- e. **Access to Premises and Systems.** Licensee shall provide reasonable access to and use of Licensee's premises, computer hardware, peripherals, Covered Software, and any other software as Northwoods deems necessary to diagnose and correct any Errors or to otherwise provide Support Services. In addition, Licensee acknowledges and agrees that a third party service provider may be retained by Northwoods to provide Error corrections or other Support Services directly to Licensee and, accordingly, Licensee shall provide the same access directly to such service provider. Such right of access and use shall be provided at no cost or charge to Northwoods or the third party service provider.
- f. **Network Infrastructure.** Licensee agrees to maintain all required network infrastructure to ensure persistent connectivity between Licensee's workstations and servers. This includes necessary networking hardware and associated software configuration and security settings.
- g. **Back-ups.** Licensee agrees to perform daily back-ups of all application related systems, databases, and data files and to maintain current back-up copies of other pertinent systems and data files.

4. FEES, PAYMENTS, CURRENCY AND TAXES.

- a. **Annual Support Fees.** Licensee shall pay to Northwoods annual support 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 support fees for each Covered Software module(s) initially licensed, and for all Covered Software modules initially licensed in the aggregate. Licensee shall be required to submit a purchase order for this Agreement, in the amount of the initial annual support fees due hereunder, simultaneously with Licensee's submission of its purchase order for the license of the Covered Software under the EULA.
 2. **Additional Software.** Northwoods shall invoice Licensee for annual support fees for all Covered

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Software modules that Licensee additionally licenses under the EULA promptly upon acceptance of Licensee's purchase order for the purchase of Support Services for such Covered Software.

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

4. Time and Materials Charges. Notwithstanding anything to the contrary, if Licensee requests: (1) Support Services that Northwoods is not obligated to provide based on the level of support purchased by Licensee, and Northwoods agrees to provide such requested Support Services notwithstanding the provisions of Section 2(d), then Licensee agrees that such Support Services shall not be covered by the annual support fees under Section 4(a). Licensee agrees to pay for such Support Services at Northwoods' standard time and materials rates. Northwoods shall invoice Licensee for all time and materials charges hereunder.

b. Incidental Costs and Expenses. Licensee shall be responsible for all incidental costs and expenses incurred by Northwoods in connection with the performance of Licensee requested services under this Agreement. Examples of incidental costs and expenses include, without limitation, all costs and expenses for supplies, accessories, media and other expendables purchased or otherwise used by Northwoods, on-line connection charges and out-of-pocket expenses incurred at Licensee's request, including but not limited to travel, meals and lodging expenses for Onsite Services. Northwoods shall invoice Licensee for all incidental costs and expenses provided pursuant to Sections 2(a)(4) and 2(b)(5). Where practicable, Northwoods will inform Licensee of any incidental costs or expenses before the costs are incurred and Licensee may modify its request for service.

c. Payments; Remedies.

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

2. Other Payments. Licensee shall pay all other invoices hereunder in full net thirty (30) days from the date of invoice.

3. Remedies. All past due amounts shall bear interest at the rate of one and one-half percent (15%) per month (or, if lower, the maximum lawful rate) from the date due through the date that such past due amounts and such accrued interest are paid in full. In the event of any default by Licensee in the payment of any amounts due hereunder, which default continues un-remedied for at least ten (10) calendar days after the due date of such payment, Northwoods shall have the right to cease to provide any Support Services and Upgrades and Enhancements to Licensee unless and until such default, and any and all other defaults by Licensee hereunder, have been cured.

4. U.S. Dollars. All payments by Licensee to Northwoods shall be made in U.S. dollars.

d. Taxes and Governmental Charges. Licensee is a governmental entity and is tax exempt. In the event there are any other payments required to be made by Licensee hereunder, Licensee shall pay all taxes and governmental charges, foreign, federal, state, local or otherwise (other than income or franchise taxes of Northwoods), however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement, including but not limited to sales and use taxes, excise taxes and customs duties or charges. Licensee agrees to make any and all required tax payments directly to the appropriate taxing authority.

e. Support Fee Increases.

1. Silver Level. Northwoods will increase annual support fees for each renewal term, provided that such increase will not exceed, in the aggregate, the greater of (A) the annual support fee for the immediately preceding renewal term increased by the percentage increase in the Consumer Price Index (CPI) (as published by the United States Department of Labor, Bureau of Labor Statistics) for the 12-month period preceding the renewal date, or (B) the annual support fee for the immediately preceding renewal term increased by three and one-half percent (3 1/2%).

2. Gold Level. For a period of three (3) years following the execution of this Agreement, provided Licensee remains current on its payments at the Gold Level, Northwoods will not increase the support fees payable under this Agreement. At the end of the initial three (3) year term, and every three (3) years thereafter, Northwoods will increase the support fee in an amount that is the greater of (A) the annual support fee for the immediately preceding renewal term increased by the percentage increase in the Consumer Price Index (CPI) (as published by the United States Department of Labor, Bureau of Labor Statistics) for the 12-month period preceding the renewal date, or (B) the annual support fee for the immediately preceding renewal term increased by three and one-half percent (3 1/2%).

3. Platinum Level. For a period of five (5) years following the execution of this Agreement, provided Licensee remains current on its payments at the Platinum Level, Northwoods will not increase the support fees payable under this Agreement. At the end of the initial five (5) year term, and every five (5) years thereafter, Northwoods will increase the support fee in an amount that is the greater of (A) the annual support fee for the immediately preceding renewal term increased by the percentage increase in the Consumer Price Index (CPI) (as published by the United States Department of Labor, Bureau of Labor Statistics) for the 12-month period preceding the renewal date, or (B) the annual support fee for the immediately preceding renewal term increased by three and one-half percent (3 1/2%).

5. LIMITED WARRANTY.

a. Limited Warranty of Services. Northwoods warrants that the 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 Support Services fail to conform to this limited warranty, Licensee must notify Northwoods in writing of such claim within thirty (30) days after the date the alleged non-conforming Services are completed. If, after such

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timely notice from Licensee, the Support Services in question are determined not to conform to this limited warranty, Northwoods' sole obligation, and Licensee's sole remedy, shall be for Northwoods to use commercially reasonable efforts to re-perform the nonconforming Support Services in an attempt to correct the nonconformity. If Northwoods is unable to correct such nonconformity after a reasonable period of time, Licensee's sole and exclusive remedy shall be termination of this Agreement in accordance with Section 7(b)(3)(B). This warranty specifically excludes non-performance issues caused as a result of any circumstances described in Section 2(d), incorrect data or incorrect procedures used or provided by Licensee or a third party, or failure of Licensee to perform and fulfill its obligations under this Agreement or the EULA.

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

c. **DISCLAIMER OF WARRANTIES.** EXCEPT AS EXPRESSLY SET FORTH IN SECTION 5(a), NORTHWOODS MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING ANY SUPPORT SERVICES, ANY SOFTWARE OR ANY PATCHES, UPGRADES AND FIXES 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 SUPPORT SERVICES, SOFTWARE OR PATCHES, UPGRADES AND FIXES PROVIDED WILL SATISFY LICENSEE'S REQUIREMENTS OR ARE WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF ANY SOFTWARE OR PATCHES, UPGRADES AND FIXES WILL BE UNINTERRUPTED. NORTHWOODS DOES NOT ASSUME ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY THIRD PARTY HARDWARE, FIRMWARE, SOFTWARE OR SERVICES.

6. LIMITATIONS OF LIABILITY.

EXCEPT FOR INSTANCES OF GROSS NEGLIGENCE, NORTHWOODS' AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AGGREGATE AMOUNTS PAID BY LICENSEE TO NORTHWOODS UNDER THIS AGREEMENT DURING THE CURRENT TERM OF THIS AGREEMENT. EXCEPT FOR INSTANCES OF GROSS NEGLIGENCE, NORTHWOODS SHALL NOT 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. THIS LIMITATION INCLUDES ANY LOSS RESULTING FROM SERVER FAILURE THAT WAS NOT DIAGNOSED DURING A SERVER HEALTH CHECK CONDUCTED BY NORTHWOODS.

7. TERM, RENEWAL AND TERMINATION.

a. Term. Subject to the early termination provisions of Section 7(b), the initial term of this Agreement (the "Initial Term") shall commence on the day that Northwoods issues to Licensee license codes for the Covered Software modules licensed by Licensee under the EULA and shall expire on the first anniversary of such date. Except as otherwise provided in Section 7(c)(3) below, the Agreement will automatically renew for consecutive one (1) year terms upon the payment by Licensee of the next year's Software Support fee.

b. Early Termination.

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

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

3. By Licensee.

a. For Convenience. Licensee may terminate this Agreement at any time, for any reason, upon not less than thirty (30) days advance written notice to Northwoods.

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

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material respects with its obligations under the EULA and this Agreement, and is current on all payment obligations under the EULA and this Agreement, Licensee shall be entitled to a refund from Northwoods of the "unused portion of the annual support fees" for the then-current term of this Agreement. For these purposes, the "unused portion of the annual support fees" shall mean that portion of the annual support fees paid by Licensee with respect to the term of this Agreement during which such termination of this Agreement is effective, equal to the total of such annual support fees multiplied by a fraction, the numerator of which shall be the number of calendar months during the then-current term of this Agreement that remain until the end of such then-current term, commencing with the calendar month after the calendar month in which such termination is effective, and the denominator of which shall be the total number of calendar months in such then-current term determined without regard to such termination.

c. Non-Renewal. Licensee may elect not to renew this Agreement at the end of the then-current term of this Agreement by written notice to Northwoods on or prior to the date payment is due under Section 4(c)(1) of Northwoods' invoice for annual support fees for the next succeeding renewal term of this Agreement.

4) By Either Party in Accordance with Section 8. Either party may terminate this Agreement in accordance with the procedures set forth in Section 8.

c. Effect of Termination.

1. Payments. Notwithstanding any termination of this Agreement, Licensee shall be obligated to pay Northwoods for (A) all 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 support 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 4, which shall survive any such termination for these purposes.

2. Survival of Obligations. The termination of this Agreement will not discharge or otherwise affect any pre-termination obligations of either party existing under the Agreement at the time of termination. The provisions of this Agreement which by their nature extend beyond the termination of the Agreement will survive and remain in effect until all obligations are satisfied, including, but not limited to, Sections 2(a)(3) and 2(c)(3) (as they relate to title and ownership), Section 4(d), Section 5(c), Section 6, Section 7, Section 9 and Section 10. No action arising out of this Agreement, regardless of the form of action, may be brought by Licensee more than one (1) year after the date the action accrued.

3. Reinstatement of Agreement. In the event of the termination of this Agreement by Licensee under Section 7(b)(3)(C) (Non-Renewal), Licensee may at any time after the effective date of such termination elect to reinstate this Agreement in accordance with this Section 7(c)(3). To obtain reinstatement, Licensee shall deliver written notice to such effect to Northwoods, together with payment in full of: (A) annual support fees, based upon Northwoods' Annual Support Fee Schedule in effect as of the time of such reinstatement, for all periods (as determined under Section 7(a) as if the Agreement had not been terminated under Section 7(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 support fee, based upon Northwoods' Annual Support 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 7(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 7(c)(3), LICENSEE SHALL HAVE NO RIGHT TO REINSTATE THIS AGREEMENT FOLLOWING THE TERMINATION THEREOF FOR ANY REASON.

8. 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 8 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 8 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.

9. 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

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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.

10. GENERAL PROVISIONS.

a. Jurisdiction. This Agreement and any claim, action, suit, proceeding, or dispute arising out of this Agreement shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the State of Ohio without regard to its conflicts of laws provisions. Venue and jurisdiction for any action, suit, or proceeding arising out of this Agreement shall vest exclusively in the federal or state courts of general jurisdiction in Franklin County, Ohio.

b. Interpretation. Headings used in this Agreement are for reference and convenience purposes only and shall not in any way limit or affect the meaning or interpretation of any of the terms hereof. All defined terms in this Agreement shall be deemed to refer to the masculine, feminine, neuter, singular or plural, in each instance as the context or particular facts may require. Use of "hereunder," "herein," "hereby" and similar terms refer to this Agreement.

c. Waiver. No waiver of any right or remedy on one occasion by either party shall be deemed a waiver of such right or remedy on any other occasion.

d. Integration. This Agreement, including any and all exhibits and schedules referred to herein or therein set forth the entire agreement and understanding between the parties pertaining to the subject matter and merges all prior discussions between them on the same subject matter. Neither of the parties shall be bound by any conditions, definitions, warranties, understandings or representations with respect to the subject matter other than as expressly provided in this Agreement. This Agreement may only be modified by a written document signed by duly authorized representatives of the parties. This Agreement shall not be supplemented or modified by any course of performance, course of dealing or trade usage. Variance from or addition to the terms and conditions of this Agreement in any purchase order or other written notification or documentation, from Licensee or otherwise, will be of no effect unless expressly agreed to in writing by both parties. This Agreement will prevail over any conflicting stipulations contained or referenced in any other document.

e. Binding Agreement and Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Northwoods may assign this Agreement or its rights or obligations under this Agreement, in whole or in part, to any other person or entity. Licensee may not assign this Agreement or its rights or obligations under this Agreement, in whole or in part, to any other person or entity without the prior written consent of Northwoods. Any change in control of Licensee resulting from an acquisition, merger or otherwise shall constitute an assignment under the terms of this provision. Any assignment made without compliance with the provisions of this Section 10(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 Support Services.

h. Export. Licensee agrees to comply fully with all relevant regulations of the U.S. Department of Commerce and all U.S. export control laws, including but not limited to the U.S. Export Administration Act, to assure that the Patches, Upgrades and Fixes 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.

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

RESOLUTION NO. 12-1203

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATIONS FOR THE CODE COMPLIANCE DEPARTMENT:

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

Transfer of Appropriation

From	To	
10011301-5450	10011301-5250	\$6,289.5
Code Compliance/Mach and Equip	Code Compliance/Minor Tools, Equip <\$1000	

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

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RESOLUTION NO. 12-1204

IN THE MATTER OF APPOINTING A MEMBER TO THE DELAWARE COUNTY CONVENTION AND VISITORS BUREAU:

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

WHEREAS, the Delaware County Convention & Visitors Bureau (“DCCVB”) is a corporation not for profit established and existing under Ohio laws and operates as the convention and visitors bureau within Delaware County in order to promote tourism and attract visitors and conventions to Delaware County; and

WHEREAS, pursuant to the DCCVB’s organizing documents, the Delaware County Board of Commissioners is entitled to appoint a representative to the DCCVB; and

WHEREAS, the term for Gus Comstock will expire on December 31, 2012, and Benjamin Quinn has applied for appointment;

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

Section 1. The Board of Commissioners hereby approves the appointment of Benjamin Quinn to the DCCVB for a three year term commencing January 1, 2013 and ending December 31, 2015.

Section 2. The Board of Commissioners hereby directs the Clerk of the Board to certify a copy of this Resolution to the DCCVB.

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

RESOLUTION NO. 12-1205

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR THE BOARD OF ELECTIONS AND FOR JUVENILE COURT:

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

Transfer of Appropriation

From	To	
10016101-5313	10016101-5001	100,000.00
Board of Elections/Printing	Board of Elections/Compensation	
26726324-5101	26726323-5101	12,000.00
Youth Services/Health Insurance	Juv Care and Custody/Health Insurance	

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

RESOLUTION NO. 12-1206

IN THE MATTER OF APPROVING THE JOB DESCRIPTION FOR THE FISCAL SERVICES DIRECTOR FOR THE COMMISSIONERS’ OFFICE:

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

Whereas, the County Administrator and the Director of Administrative Services recommend approving the job description for the Fiscal Services Director;

Therefore Be it Resolved, the Board of Commissioners approve the job description for the Fiscal Services Director for the Board of Commissioners:

**DELAWARE COUNTY
Board of Commissioners**

**DELAWARE COUNTY
Board of Commissioners**

TITLE: Fiscal Services Director

JOB OBJECTIVES: Individual is responsible for planning, coordinating and managing the fiscal operations for the County. Individual develops and manages the County’s annual budget providing guidance to County offices and departments. Individual reports to the County Administrator.

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ESSENTIAL JOB FUNCTIONS:

- Plans, directs, coordinates, and manages the fiscal operations for the County; coordinates and develops the County's annual budget, including preparation of budget guidelines and providing guidance to County offices related to budget preparation; monitors expenditures; implements budgetary and financial reporting controls; and ensures compliance with applicable county, state, and federal regulations;
- Develops, prepares and maintains monthly, quarterly, and annual financial and analytical reports on receipts, expenditures, cost plans, re-allocations, and cash flow projections; develops three and five year forecasts; provides financial information as needed for labor contract negotiations; gathers, analyzes, and reports on financial and tax trends; researches benchmarks from comparable jurisdictions and private industries; and conducts research and prepares analyses for elected officials, County departments, or others as directed;
- Keeps the Board of Commissioners and the County Administrator fully advised on the financial condition of the County. Routinely communicates with and advises the Commissioners' and management staff regarding fiscal and budgetary issues, status of expenditures, and other financial matters; answers inquiries and solves problems for other elected officials related to budget issues;
- Demonstrates a comprehensive and professional knowledge of public administration, government structure and process, employee relations, office practices and procedures and public relations. Researches complaints from citizens and addresses public inquiries;
- Performs any other duties as assigned.

NON-ESSENTIAL JOB FUNCTIONS

Performs related Essential/Non-Essential functions as required.

I. JOB REQUIREMENTS

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

Critical Skills/Expertise:

- * Thorough knowledge of and experience with relevant federal, state and local laws, rules and regulations, including but not limited to Ohio Revised and Administrative Codes, tax codes, payroll practices and procedures, and Delaware County policies and procedures;
- * Knowledge of government structure and process; public administration; management; employee relations; office practices and procedures, budgeting and public relations;
- * Extensive knowledge of accounting principles (GAAP); bookkeeping; budgeting; auditing and finance; Capable of analyzing and interpreting data and a wide variety of technical reports and journals;
- * Demonstrated ability to apply progressive management principles; plan and implement department goals and objectives; to accurately project requirements and control expenditures within budgeting guidelines;
- * Ability to objectively evaluate program effectiveness and make necessary changes to meet County goals;
- * Ability to create necessary technical financial reports;
- * Thorough knowledge of the County's computer system and related financial software (Sunguard / Integrated Financial Accounting System)
- * Excellent interpersonal communication skills and aptitude for developing and maintaining effective working relationships through teamwork and cooperation with supervisors, employees, elected officials, and the general public;
- * Ability to define problems, collect data, establish facts, and draw valid conclusions exercising independent judgment and discretion; and
- * Ability to exercise sound judgment; plan and implement goals and projects.

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Job Standards: Bachelor’s Degree in Accounting, Business Administration, Finance or related field plus a minimum of (5) five years experience in local government financial analysis / planning; preferably at the county or municipal government level; or any equivalent combination of accepted education and experience that would provide the necessary knowledge, abilities, and skills. Must possess a valid Ohio driver’s license and have an acceptable driving record. Must meet and maintain qualifications for driving on County business at all times.

II. DIFFICULTY OF WORK

This position exists primarily to manage the Commissioner’s Office fiscal, personnel and operational functions and responsibilities while assisting the County Administrator in the determination of long range planning, identifying trends, and overseeing financial proposals of Department directors and supervisors. This position is responsible for evaluating program effectiveness and making necessary changes to ensure quality and reliability of services; and interfacing with other County departments and elected officials with regard to the development of the County fiscal operation. Decisions and activities of this position have a direct and significant impact on a major segment of the economy, the public or the management of Delaware County Government. The position has considerable decision-making latitude and authority to implement such decisions. Decisions are made based upon laws, regulations and policies of the Board of Commissioners.

III. RESPONSIBILITY

This position is required to direct highly complex activities that are broad in scope with a number of major program responsibilities. Function generally requires the resolution of involved or controversial problems and decision-making within the scope of his/her authority. Errors in judgment, inaction, diminished proficiency in governmental administration issues and solutions, and inattentiveness to County interests could be devastating to the County and the public and have legal and financial implications.

IV. PERSONAL WORK RELATIONSHIPS

This position has daily and frequent contact with co-workers, public officials, employees from private and public sector organizations and the general public. The purpose of these contacts is to guide and direct, review and assure progress of work assigned, coordinate services, manage job development and referrals and handle questions about the department, programs and client concerns.

V. Physical

Requirements: Individual performs sedentary work, which may require the lifting of up twenty-five (25) pounds.

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

Visual Activity: Individual performs work where the seeing job is close to the eyes and at or within arm’s reach and also at varying distances.

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

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

RESOLUTION NO. 12-1207

IN THE MATTER OF APPROVING THE JOB DESCRIPTION FOR THE ASSISTANT COUNTY ADMINISTRATOR/DIRECTOR OF ADMINISTRATIVE SERVICES FOR THE ADMINISTRATIVE SERVICES DEPARTMENT AND THE COMMISSIONERS’ OFFICE:

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

Whereas, the County Administrator recommends approving the job description for the Assistant County Administrator/Director of Administrative Services;

Therefore Be it Resolved, the Board of Commissioners approve the job description for the Assistant County Administrator/Director of Administrative Services for the Administrative Services Department and The Commissioners’ Office:

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TITLE: Assistant County Administrator / Director of Administrative Services

JOB OBJECTIVES: Individual assists the County Administrator with overseeing and directing the general operations of offices under the jurisdiction of the Board of Commissioners. Individual directs and manages the departments of Human Resources, Records Center, Dog Shelter, Safety, and Insurance and Risk Management. Individual oversees activities to include personnel, safety program compliance, insurance, risk management and workers compensation. Individual reports to the County Administrator.

ESSENTIAL JOB FUNCTIONS

- *Demonstrates a comprehensive and professional knowledge of public administration, government structure and process, employee relations; office practices and procedures and public relations;
- *Assists the County Administrator in implementation of administrative decisions of the Board; recommends policies and measures for Board consideration; assists in the administration, enforcement and execution of Board policies and resolutions; and acts in the place of the County Administrator in the Administrator's absence;
- *Assists the County Administrator in the supervision and direction of the activities of the divisions of County government under the jurisdiction or control of the Board of Commissioners;
- *Continues proficiency in subject area through professional continuing education;
- *Consistently demonstrates the ability to apply progressive management principles to plan and implement department goals and objectives;
- *Accurately projects requirements and control expenditures within budgeting guidelines; to define and solve problems; to collect data, establish facts, and draw valid conclusions using practical judgment and analytical skills;
- *Works independently, under pressure, to achieve goals and to create a supportive work environment that encourages self-motivation and team work amongst subordinates;
- *Instructs and counsels staff and clients to ensure departmental organization and maintenance of information and documentation, and to effectively plan independently and in collaboration with other staff units and outside agencies; and
- *Performs other duties as assigned by the supervisor.

NON-ESSENTIAL JOB FUNCTIONS:

Performs related Essential/Non-Essential functions as required.

JOB REQUIREMENTS AND DIFFICULTY OF WORK

- I. Equipment:** Ability to operate a variety of office equipment such as computer, copier, typewriter, telephone, calculator, FAX machine, VCR, and other equipment necessary to perform duties.

Critical Skills/Expertise:

- Thorough knowledge of related governmental policies and procedures, to include federal, state, and local laws, rules and regulations, including but not limited to, the Ohio Revised Code, Ohio Administrative Code, Administrative Procedure Manual, and legal processes and remedies;
- Thorough knowledge of office management, labor relations, public relations, safety and workers compensation management and records maintenance;
- Ability to apply management principles and supervisory skills to work situations, to direct, motivate and manage subordinate personnel, to plan and implement department goals and objectives, to develop and implement programs and projects, to delegate duties, to develop collaborative relationships and to initiate and recommend corrective action;
- Ability to communicate effectively, both orally and in writing;

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- Effective public speaking skills;
- Ability to deal with many variables, define and solve problems, collect, analyze and interpret data, establish facts and determine specific action, evaluate and improve process and/or program efficiency/effectiveness;
- Ability to forecast requirements and control expenditures within budgeting guidelines;
- Ability to organize and maintain large volumes of information and paperwork;
- 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;
- Knowledge and ability to resolve complaints from citizens and address public inquiries;
- Thorough knowledge of and ability to apply program policies and procedures to assist staff in their job performance;
- Thorough knowledge of government structure, operations, functions, practices and procedures; and
- Knowledge of strategic and long term planning, program planning and development, financial/budgetary planning/management and personnel management.

Job Standards: Bachelor's degree in business administration or related field along with a minimum of five (5) years administrative/managerial experience to include responsibility in assisting in the development and implementation of policies, programs, laws, rules and / or regulations combined with a minimum of three (3) years managing and leading subordinate personnel. Must possess a valid Ohio driver's license and an acceptable driving record. Must meet and maintain qualifications for driving on County business at all times.

The Assistant County Administrator / Director of Administrative Services is required to direct highly complex activities that are broad in scope with a number of major program responsibilities. Function generally requires the resolution of involved or controversial problems and decision-making within the scope of his/her authority.

II. RESPONSIBILITY

Individual assists the County Administrator with overseeing and directing the general operations of offices under the jurisdiction of the Board of Commissioners' and acts as the County Administrator in their absence. The individual is responsible for the management of the County's Human Resources, Records Center, Dog Shelter, Safety and Insurance and Risk Divisions including objectively evaluating program effectiveness and making necessary changes to meet County goals. Decisions and activities of this position have a direct and significant impact on the public and the management of Delaware County Government. Errors in judgment, inaction, diminished proficiency in governmental administration issues and solutions, and inattentiveness to County interests could be devastating to the County and the public. Decisions are made based upon laws, regulations and policies of the Board of Commissioners. Authority, unless established by statute, is delegated by the Board of County Commissioners through the County Administrator.

III. PERSONAL WORK RELATIONSHIPS

The Director has daily and frequent contact with co-workers, public officials, employees from other public and private sector organizations, and the general public. The purpose of these contacts is to guide and direct, review and assure progress of work assigned, coordinate services, manage job development and referrals, and handle questions about the department, programs and client concerns. Individual must assure that the Board of Commissioners through the County Administrator, is fully aware of all matters affecting the department, actions of the department, and issues that impact upon the Board of Commissioners' capacity to oversee the department.

IV. PHYSICAL EFFORT AND WORK ENVIRONMENT

Physical

Requirements: Individual performs sedentary work, which may require the lifting of up twenty-five (25) pounds.

Physical Activity: The physical activity of the position is manual dexterity, talking, hearing,

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reaching, and walking.

Visual Activity: Individual performs work where the seeing job is close to the eyes and at or within arm's reach and also at varying distances.

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

COMMISSIONERS' COMMITTEES REPORTS

Commissioner O'Brien
 -Attended And Participated In A DKMM Executive Committee Meeting; Executive Director Evaluation Discussion-Meeting Again Next Week

Commissioner Thompson
 -Changes In The Office With Retirements
 -Morrow County Commissioner Olen Jackson Is Retiring

Commissioner Stapleton
 -Knox County Commissioner Allen Stockberger Is Retiring
 -Road Maintenance Agreements/CCAO Discussion

RESOLUTION NO. 12-1208

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

It was moved by Mr. Thompson, seconded by Mr. Stapleton to adjourn into Executive Session at 10:25AM.

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

RESOLUTION NO. 12-1209

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to adjourn out of Executive Session at 11:22AM.

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

RESOLUTION NO. 12-1210

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The County Administrator and the Interim Director of Delaware 911 Communications recommend accepting the resignation of telecommunicator Matt Weir; effective December 1, 2012;

Therefore, Be It Resolved, that the Board of Commissioners accept the resignation of telecommunicator Matt Weir; effective December 1, 2012.

Further Be It Resolved, that the Board of Commissioners authorizes the County Administrator to sign accompanying agreement.

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

There being no further business, the meeting adjourned.

Ken O'Brien

**COMMISSIONERS JOURNAL NO. 58 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 29, 2012**

Dennis Stapleton

Tommy Thompson

Jennifer Walraven, Clerk to the Commissioners