

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 30, 2011

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

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

RESOLUTION NO. 11-692

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 27, 2011:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on June 27, 2011; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

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

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

RESOLUTION NO. 11-693

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM WORK SESSION HELD JUNE 27, 2011:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in a work session on June, 2011; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 of the Ohio Revised Code, that the entire record of the proceedings at that work session 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 work session.

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

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RETIREMENT TRIBUTE FOR MONA REILLY, DIRECTOR JOB AND FAMILY SERVICES

RESOLUTION NO. 11-694

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0629, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0629:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0629, memo transfers in batch numbers MTAPR0629:

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

RESOLUTION NO. 11-695

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN DELAWARE COUNTY, OHIO AND NEXTEL WEST CORPORATION, A WHOLLY OWNED INDIRECT SUBSIDIARY OF SPRINT NEXTEL CORPORATION, FOR THE FREQUENCY RECONFIGURATION OF THE COUNTYWIDE DIGITAL 800 MHZ RADIO SYSTEM:

**COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 30, 2011**

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

Whereas, the 911 Communications Director and the Public Safety Systems Administrator recommend approval of an agreement between Delaware County, Ohio and Nextel West Corporation, a wholly owned indirect subsidiary of Sprint Nextel Corporation, for the frequency reconfiguration of The Countywide Digital 800 Mhz Radio System;

Now Therefore Be It Resolved That The Delaware County Board Of Commissioners approve an agreement between Delaware County, Ohio And Nextel West Corporation, a wholly owned indirect subsidiary of Sprint Nextel Corporation, for the frequency reconfiguration of The Countywide Digital 800 Mhz Radio System.

Further Be It Resolved That The Delaware County Board Of commissioners establishes a new organizational key 10011325 "county wide 800 rebanding".

FREQUENCY RECONFIGURATION AGREEMENT

THIS FREQUENCY RECONFIGURATION AGREEMENT (this "Agreement") is made as of this 30th day of June, 2011 ("Effective Date"), by and between **Delaware County, Ohio** a Ohio unit of government ("Incumbent"), and **Nextel West Corp.** ("Nextel"), a wholly owned indirect subsidiary of Sprint Nextel Corporation, a Kansas corporation (each is referred to in this Agreement as a "Party" and collectively as the "Parties").

RECITALS

- A. On August 6, 2004, the Federal Communications Commission ("FCC") issued a report and order that modified its rules governing the 800 MHz band. The purpose of the order was to reconfigure the 800 MHz band to minimize harmful interference to public safety radio communications systems in the band ("Reconfiguration").
- B. On December 22, 2004, the FCC issued a Supplemental Order and Order on Reconsideration. The August 6, 2004 and December 22, 2004 FCC orders, any binding actions issued by the Transition Administrator pursuant to its delegated authority under the orders ("Actions"), and any supplemental FCC orders in the Reconfiguration proceeding or subsequent Actions after the date of this Agreement, are collectively referred to as the "Order."
- C. Pursuant to the Order, Incumbent and Nextel are licensed on frequency allocations subject to Reconfiguration.
- D. Pursuant to the Order, Nextel will pay Incumbent an amount to effect a Reconfiguration of Incumbent's affected frequency allocations ("Reconfiguration Cost") and such Reconfiguration will be conducted with minimal disruption to Incumbent's operations. Incumbent will certify to the Transition Administrator that the Reconfiguration Cost is the minimum amount necessary to provide comparable facilities as the term "comparable facilities" is defined in the Order and in FCC Rule Section 90.699(d) ("Comparable Facilities").

FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

AGREEMENT

1. **Frequencies to be Reconfigured:** Incumbent is the licensee under the license(s) granted by the FCC, identified in Schedule A, (the "Incumbent Licenses") for the operation of certain 800 MHz frequencies at the locations identified on Schedule A (the "Incumbent Frequencies"). Nextel, including its subsidiaries or affiliates, is the licensee under license(s) granted by the FCC (the "Nextel Licenses") for the operation of Specialized Mobile Radio ("SMR") systems on the frequencies and at the locations identified in Schedule B (the "Replacement Frequencies") and will vacate, and if necessary pursuant to the Order will cause third parties that are subject to the Order to vacate, such frequencies as will permit Incumbent to have Comparable Facilities on the Replacement Frequencies. Pursuant to the Order, Incumbent must relinquish the Incumbent Frequencies and relocate its system to the Replacement Frequencies.

2. **Frequency Reconfiguration Process:** (a) On or before the Closing Date (as defined in Section 9): (i) Nextel or Incumbent will cause the modification of the Incumbent Licenses to add the Replacement Frequencies or Nextel or Incumbent will cause the creation of a new FCC license for Incumbent that includes the Replacement Frequencies; (ii) Incumbent will cause the assignment of the Incumbent Frequencies to Nextel pursuant to Schedule A, or will cause the deletion of the Incumbent Frequencies from the Incumbent Licenses following Reconfiguration of Incumbent's system pursuant to Schedule A; and (iii) Nextel will cause the modification and/or cancellation of the FCC licenses it holds or that are held by third parties that are part of the Reconfiguration and are subject to the Order for the operation of 800 MHz frequencies that operate on frequencies that would prevent Incumbent from having Comparable Facilities on the Replacement Frequencies; and (iv) Nextel will not operate, nor permit the operation on the Replacement Frequencies by third parties that are part of the Reconfiguration and who are subject to the Order to the extent required to meet the technical short-spacing requirements of the FCC's Rules, 47 C.F.R. § 90.621(b) as such rule may be amended from time to time by the FCC; or (2) Nextel will not permit the operation of facilities by

**COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 30, 2011**

third parties that are part of the Reconfiguration and are subject to the Order that operate on frequencies that would prevent Incumbent from having Comparable Facilities on the Replacement Frequencies.

(b) The Parties agree that Incumbent will make the FCC assignment filings for the Replacement Frequencies on a future date to be determined by the Parties through mutual agreement in accordance with Section 5.

3. Reconfiguration Costs:

(a) Acknowledgement of Obligations. Incumbent agrees that:

(i) the cost estimate set forth in Schedule C (the “Cost Estimate”) and the equipment set forth on Schedule D comprises all of the work required to reconfigure Incumbent’s existing facilities to comparable facilities that will operate on the Replacement Frequencies; and

(ii) after all of the work contemplated by the Cost Estimate has been performed, and all Schedule D equipment has been provided in accordance with this Agreement, and Nextel has paid all amounts required by this Agreement, Incumbent’s reconfigured system shall be deemed for all purposes of the Order to be “comparable” to Incumbent’s existing system prior to Reconfiguration, and Nextel shall be deemed to have satisfied its obligations under the Order to pay the cost of relocating Incumbent’s system from the Incumbent Frequencies to the Replacement Frequencies. Notwithstanding the foregoing, it is agreed that in the event it is determined by the Transition Administrator, or the FCC, or a court of competent jurisdiction with respect to the decisions of the FCC, that Nextel improperly caused the licensing of a facility pursuant to the Order which impermissibly affects Incumbent’s exclusive operating area as defined by applicable FCC rules, including FCC Rule Section 90.621, such that Incumbent no longer enjoys Comparable Facilities as provided for under the Order, Nextel will be required, at Nextel’s expense, to resolve promptly the co-channel interference to the extent necessary to provide Incumbent with the comparable facilities to which it is entitled under the Order. This provision will only be applicable during the retune period identified by the Transition Administrator for the region in which the Incumbent Facilities are located or for any adjacent region within seventy (70) miles of Incumbent’s licensed sites as identified in this Agreement.

(b) Payment Terms. In order to facilitate Incumbent’s transition to the Replacement Frequencies, Nextel will pay the costs incurred to reconfigure Incumbent’s system in an amount not to exceed the Cost Estimate, including any modifications thereto in accordance with Section 8 below. Nextel will make payments in accordance with the payment terms identified on Schedule C for both payments made directly to Incumbent and payments made on behalf of Incumbent directly to each third party service vendor identified on the Cost Estimate (“Vendor”). In addition to any items on Schedule C, Motorola, Inc. (“Motorola”) will be providing Incumbent the equipment specifically identified on Schedule D as “Motorola Equipment” (the “Motorola Schedule D Equipment”). Incumbent will begin negotiating a purchase contract with Motorola for the Motorola Schedule D Equipment and any Motorola items listed on Schedule C within 15 business days from the Effective Date. Nextel and Motorola have entered into an agreement enabling Nextel to pay for the Motorola Equipment identified on Schedule D. Nextel will make payments directly to Motorola on behalf of Incumbent for the Motorola Schedule D Equipment and will make payments to Motorola as a “Vendor,” as that term is used in this Agreement, for all Motorola costs identified on Schedule C. In order for Nextel to make payments to Motorola for the Motorola Schedule D Equipment, Incumbent will fax to Nextel a bill of lading associated with each shipment of Motorola Schedule D Equipment signed by an authorized representative of Incumbent acknowledging receipt of the Motorola Schedule D Equipment in good working order or identifying on the bill of lading any defective equipment that cannot be used as contemplated under this Agreement. Incumbent will be required to follow all Vendor-related procedures identified in this Agreement for all Motorola Services and other Motorola costs identified on Schedule C.

(i) Within a reasonable time after completion of Incumbent’s reconfiguration, Incumbent will submit to Nextel documentation that is properly dated (including without limitation: invoices, receipts, and timesheets or equivalent documentation) demonstrating the actual costs that Incumbent reasonably incurred or paid to Vendors to reconfigure Incumbent’s system (“Actual Costs”). The documentation of Actual Costs (“Documentation”) required by Nextel from Incumbent may include, but is not limited to, the following: (A) invoices for Actual Costs that are associated with a category of work as identified on Schedule C; (B) receipts substantiating the Actual Costs including receipts for any travel expenses incurred by Incumbent such as hotel invoices, airfare receipts, etc.; (C) for Actual Costs calculated on time and materials basis, Incumbent’s individual employee work orders, time sheets or associated internal accounting records that specify the name of the person or employee performing work for Incumbent, the date work was performed, the hours worked and a description of the activity performed; (D) for Actual Costs calculated on a per unit basis, inventory lists and certified statements of the numbers of tasks completed for reconfiguration; and (E) the applicable Exhibit B internal labor certifications. Upon receipt by Nextel of all documentation for the Actual Costs, and subject to the equipment reconciliation provisions of Sections 20 and 21 of this Agreement, Nextel will issue a statement to Incumbent whereupon Nextel and Incumbent will reconcile the Actual Costs against the payments made by Nextel to Incumbent and Vendor(s) (the “Reconciliation Statement”). The Reconciliation Statement will identify the Parties’ agreement as to the amount of any additional payments (subject to Section 8) due to Incumbent and Vendor(s) (or any refunds due to Nextel). The date of receipt by Nextel of Incumbent’s signed Reconciliation Statement is the “Reconciliation Date.”

(ii) Any additional payments due to or on behalf of Incumbent from Nextel will be disbursed to or on behalf of Incumbent within thirty (30) days of the Reconciliation Date, provided the additional payments do not result from Actual Costs that exceed the Cost Estimate (in which case the provisions of Section 3(b)(iii) of this Agreement will apply). Any refunds due from Incumbent to Nextel will be made within thirty (30) days of the

**COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 30, 2011**

Reconciliation Date.

(iii) In the event Incumbent's Actual Costs exceed the Cost Estimate, Incumbent must submit a Change Notice pursuant to Section 8 of this Agreement describing the change in scope of work that resulted in Incumbent's Actual Costs exceeding the Cost Estimate. [Neither approval nor disapproval](#) of any Change Notice will be automatic, but it will be processed in accordance with Section 8 of this Agreement. Additional payments due to Incumbent or its Vendor(s) that result from an excess of Actual Costs over the Cost Estimate, as agreed to by the Parties on the Reconciliation Date, will be disbursed to Incumbent or Vendor(s) within thirty (30) days of [the Transition Administrator's approval of](#) an Amendment to this Agreement.

(iv) Prior to the Closing Date (as defined below), Nextel will pay on behalf of itself and Incumbent, both Parties' applicable sales and transfer taxes, if any, and all FCC fees in connection with the preparation and filing of the necessary FCC applications for the assignment(s) described in Section 2 of this Agreement.

4. **Nextel Schedule D Equipment.** If needed in order to facilitate the Incumbent's transition to the Replacement Frequencies, Nextel will loan any equipment identified in Schedule D as "Loaned Reconfiguration Equipment" and will provide any equipment identified in Schedule D as "Nextel Replacement Equipment." The Loaned Reconfiguration Equipment and Nextel Replacement Equipment may be referred to collectively as the "Nextel Schedule D Equipment." Nextel will deliver any Nextel Schedule D Equipment in accordance with the terms on Schedule D free and clear of any encumbrances of any kind. Any Loaned Reconfiguration Equipment will be returned to Nextel by Incumbent prior to the Reconciliation Date and in accordance with the terms on Schedule D. Incumbent will fax to Nextel a bill of lading associated with each shipment of Nextel Schedule D Equipment signed by an authorized representative of Incumbent acknowledging receipt of the Nextel Schedule D Equipment in good working order or identifying any defects that prevent it from being used as contemplated under this Agreement.

5. **Retuning Cooperation:** The Parties acknowledge that the number of frequencies and locations covered by this Agreement will require the Parties to cooperate closely in performing their respective reconfiguration activities. The Parties agree that: (i) as of the Effective Date, Incumbent may begin the reconfiguration of its subscriber units, if any, in accordance with the appropriate sections of Schedule C and Schedule D (ii) Incumbent may commence such other activities associated with the reconfiguration of its system as further detailed on Schedule C as of the Effective Date; and (iii) the Parties will agree on a schedule to make the FCC filings, clear the Replacement Frequencies, and decommission the Incumbent Frequencies (the "Schedule"). Depending on the timing of the adoption of this Schedule, it may require the submission of a Change Notice in accordance with Section 8 and/or an Amendment to this Agreement, but in any event the Parties agree to adopt the Schedule no later than: (a) sixty (60) days from the Effective Date of this Agreement, or (b) pursuant to a Schedule agreed upon at a TA scheduled "Implementation Planning Session" that includes the Incumbent's system, provided the Implementation Planning Session has been scheduled by the TA prior to the expiration of 60 days from the Effective Date of this Agreement, or (c) such other date as the FCC may require. Notwithstanding the aforementioned, in the event the completion date in the Schedule for clearing the Replacement Frequencies and/or decommissioning the Incumbent Frequencies extends beyond the completion date for such task(s) in Incumbent's proposed implementation timetable (as submitted by Incumbent to the FCC in accordance with the Order), the completion date(s) in the Schedule may be subject to FCC approval.

6. **Representations and Warranties:** Each Party represents and warrants to the other as follows:

- (a) it is duly organized, validly existing and in good standing under the laws of the state of its organization;
- (b) this Agreement has been duly authorized and approved by all required organizational action of the Party;

(c) neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated by this Agreement will conflict with, or result in any material violation or default under, any term of its articles of incorporation, by-laws or other organizational documents or any agreement, mortgage, indenture, license, permit, lease, encumbrance or other instrument, judgment, decree, order, law or regulation by which it is bound;

(d) it is the lawful and exclusive FCC licensee of its respective license(s) described in this Agreement, such licenses are valid and in good standing with the FCC, and it has the authority to request the FCC to assign, modify or cancel such licenses;

(e) there is no pending or threatened action or claim that would have the possible effect of enjoining or preventing the consummation of this Agreement or awarding a third party damages on account of this Agreement; and

(f) to the best of its knowledge, all information provided to the other Party concerning the transactions contemplated by this Agreement is true and complete.

All representations and warranties made in this Agreement shall survive the Closing Date (defined in Section 9) for two (2) years (the "Expiration Date"). The Parties agree that notwithstanding any provision of applicable law to the contrary, any action, claim or proceeding relating to the representations contained in this Agreement must be brought, filed or noticed, as applicable, on or prior to the Expiration Date.

7. **Covenants:** From the Effective Date until the Closing Date (defined below), each Party will promptly notify the other Party of any pending or threatened action by the FCC or any other governmental entity or third party to suspend, revoke, terminate or challenge any license described in this Agreement or to investigate the construction,

**COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 30, 2011**

operation or loading of any system authorized under such licenses. From the Effective Date until the Closing Date, Incumbent will not enter into any agreement resulting in, or otherwise cause, the encumbrance of any license for the Incumbent Frequencies, and Nextel will not enter into any agreement resulting in, or otherwise cause, the encumbrance of any of the Replacement Frequencies.

8. **Changes:** The Parties acknowledge that as the Reconfiguration of Incumbent's facilities proceeds in accordance with the work contemplated by the Cost Estimate, the need for changes to the scope of such work may arise. The Parties agree that their review of any such needed changes must be performed expeditiously to keep the work on schedule and that they will provide sufficient staff to manage changes. If a Party believes that a change to the work contemplated by the Cost Estimate is required (including changes by a Vendor(s) and/or Motorola, including but not limited to Vendor cost overruns) such Party will promptly notify the other Party in writing prior to the Reconciliation Date. Such written notice (the "Change Notice") shall set forth (i) a description of the scope of the change to the work contemplated by the Cost Estimate believed to be necessary and (ii) an estimate of any increase or decrease in the Cost Estimate and in the time required to reconfigure Incumbent's existing facilities to operate on the Replacement Frequencies. A Party receiving a Change Notice shall immediately perform its own analysis of the need for and scope of the change and its impact on the Cost Estimate and schedule, and negotiate the change in good faith with the other Party. After the Parties have agreed upon a change to this Agreement, they shall prepare a proposed written amendment to this Agreement pursuant to Section 26 (Amendments), and submit to the Transition Administrator a copy of the proposed amendment together with a written request for its approval. Such request shall be accompanied by reasonable documentation supporting the need for and scope of the change and any proposed increase or decrease in the Cost Estimate and in the time required to reconfigure Incumbent's existing facilities to operate on the Replacement Frequencies. In the event there is not agreement between the Parties with respect to a Change Notice, a Party may submit the issue to dispute resolution pursuant to Section 16 (Disputes) of this Agreement. In the event Incumbent elects not to seek approval of a Change Notice prior to implementing a change to the Cost Estimate, Incumbent will have financial responsibility for any resulting Vendor costs incurred, unless and until any resulting change to the Cost Estimate has been considered by the Parties and approved pursuant to the Reconciliation procedures set out in Section 3(b)(i)-(iv). Incumbent acknowledges that if it incurs Reconfiguration costs in addition to those described in the Cost Estimate prior to obtaining approval of a Change Notice, any such additional costs are at risk for non-payment by Nextel. The Change Notice will be approved or disapproved based on the same standards as used in consideration of the Cost Estimate. No change to the Cost Estimate, the work contemplated by the Cost Estimate or the time required to reconfigure Incumbent's existing facilities to operate on the Replacement Frequencies shall become effective until both Parties have signed an amendment incorporating such approved change into this Agreement pursuant to Section 26 and the Transition Administrator has approved the amendment change in writing.

9. **Closing:** The closing ("Closing") of the transactions contemplated by this Agreement will take place within thirty (30) days after (i) FCC approval of the assignment of the Incumbent Frequencies to Nextel and/or deletion of the Incumbent Frequencies from the Incumbent Licenses, (ii) FCC approval of the assignment of the Incumbent Frequencies to Nextel pursuant to Schedules A and B and/or deletion of the Incumbent Frequencies from the Incumbent Licenses, (iii) FCC approval of the modification to add the Replacement Frequencies to the Incumbent Licenses or the creation of a new license(s) for Incumbent that includes the Replacement Frequencies, (iv) the notification by Incumbent to Nextel that the Incumbent Licenses are clear of all users pursuant to Section 5, (v) delivery by Incumbent of all receipts, invoices and other documentation reasonably required to substantiate the Actual Cost (as identified in Section 3) and signing by Incumbent and delivery to Nextel of the Reconciliation Statement and other documents required to complete the Reconciliation in a form substantively similar to those identified on Exhibit B, (vi) FCC approval of the modification and/or cancellation of the FCC licenses Nextel or any third party holds that are subject to the Order for the operation of 800 MHz frequencies that are co-channels of the Replacement Frequencies, to the extent required to meet the technical short-spacing requirements of the FCC's Rules, 47 C.F.R. § 90.621(b), as such rule may be amended from time to time by the FCC, or that are otherwise required to be cleared to provide Comparable Facilities for Incumbent's operation of its system on the Replacement Frequencies, (vii) the refund to Nextel or payment to or on behalf of Incumbent as described in Section 3(b)(ii), (if applicable) and (viii) the satisfaction of all other conditions specified in this Agreement (the "Closing Date").

10. **Closing Conditions:** Performance of each Party's Closing obligations is subject to satisfaction of the following conditions (except to the extent expressly waived in writing by the other Party):

(a) the continued truth and accuracy of the other Party's representations and warranties set forth in this Agreement;

(b) all of the covenants of the other Party described in this Agreement are performed in all material respects; and

(c) execution and delivery by the other Party of Closing documents as well as any other Closing instruments and documents the other Party or its counsel may reasonably request. Incumbent will execute and deliver to Nextel a closing certification required by the Transition Administrator ("Completion Certification").

(d) The Parties will cooperate in good faith and exercise their reasonable best efforts to finalize and execute these instruments and documents on or prior to the Closing Date in order to effect the Reconfiguration contemplated.

11. **Review Rights:** In order to enable the Transition Administrator to comply with its audit obligations under the Order, Incumbent agrees to maintain records and other Transition Administrator required supporting

**COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 30, 2011**

evidence related to the costs that Incumbent has expended in connection with the Reconfiguration contemplated by this Agreement and that Nextel has paid or will pay to Incumbent pursuant to this Agreement. Incumbent agrees to maintain such records and make them reasonably available to the Transition Administrator for review or reproduction until eighteen (18) months after the date of Incumbent's executed Completion Certification required by this Agreement or for a longer period if Incumbent, for its own purposes, retains such records for a longer period of time. As used in this provision, "records" includes books, documents, accounting procedures and practices and other data regardless of type and regardless of whether such items are in written form, in the form of computer data or in any other form. Nextel will reimburse Incumbent for those costs incurred by Incumbent in satisfying its obligations under this Section 11, up to five thousand dollars (\$5,000), where Nextel is required to do so pursuant to the Order; provided, however, Incumbent shall submit to Nextel documentation (including without limitation invoices, receipts, and timesheets or equivalent documentation) demonstrating such costs and Nextel, after review determines that such expenses are provided for under the Order, shall reimburse Incumbent for such costs within thirty (30) days after receiving such documentation. If Incumbent anticipates costs that exceed Five Thousand Dollars (\$5,000), such costs shall be negotiated with Nextel and reviewed by the Transition Administrator prior to the costs being incurred by the Incumbent. This Section will survive closing on or termination of this Agreement (provided that termination occurs after a payment has been made by Nextel).

12. **Excluded Assets; No Assumption of Liabilities:** Nothing in this Agreement should be construed as a transfer or assignment from either Party to the other Party of any assets (including FCC licenses) except as expressly set forth in this Agreement. Other than as expressly provided in this Agreement, neither Party is obligated to assign and transfer to the other Party any asset, tangible or intangible, nor is a Party entitled to assume any asset, tangible or intangible. Neither Party to this Agreement will assume or be responsible for any liabilities or obligations of the other Party arising out of or in connection with the other Party's licenses (or related systems and facilities) that are the subject of this Agreement.

13. **Confidentiality:** It is understood by the Parties that the Incumbent is a government entity organized and existing under the laws of the State of Ohio, and, therefore, any confidentiality provisions of this Agreement are subject to and controlled by the applicable provisions of Ohio State law. To the extent allowed by Ohio State law, any confidential information disclosed in connection with this Agreement (whether disclosed before or after the Effective Date, including during any negotiations or any mediation related to such negotiations or the Agreement) and any proprietary, non-public information regarding the Incumbent Frequencies, Replacement Frequencies, Nextel's business and Incumbent's business must be kept confidential by the Parties and their elected officials, employees, shareholders, agents, contractors, attorneys and accountants (collectively, "Agents"), which confidentiality will survive the Closing or termination of this Agreement for a period of two (2) years. The Parties may make disclosures to the Transition Administrator, and to a Vendor (but only to the extent such disclosure specifically relates to that Vendor's work and costs under this Agreement (as identified on Schedule C) as required to perform obligations under this Agreement, provided, however, that each Party will direct all of its Agents to honor the provisions of this Section. The Parties and their respective Agents may make disclosures regarding the terms of this Agreement to other public safety licensees and their Agents. Each Party involved in such disclosures shall direct all of its Agents to confine the disclosure of the terms of this Agreement to only public safety licensees and will advise the party to whom the disclosure was made, to limit further disclosure to only public safety licensees in accordance with the FCC Order, WT Docket No. 02-55, adopted January 8, 2007.

14. **Cooperation:** The Parties will cooperate with each other and the Transition Administrator with respect to the Reconfiguration work contemplated by this Agreement. Without limiting the foregoing obligations, the Parties agree to cooperate in the preparation of any applications required to be filed with the FCC and Incumbent agrees to provide reasonable access to its facilities so that the Transition Administrator may comply with any audit obligations and so any Reconfiguration work contemplated by this Agreement may be performed in accordance with the Cost Estimate and performance schedule. If a Party is subject to a denial of FCC benefits for delinquent non-tax debts owed to the FCC that would prevent or delay the timely processing of any FCC applications, such Party shall cure such delinquency in an expeditious manner and at its sole expense.

15. **Responsibility for Liabilities:** No Party is assuming, nor is any Party responsible for, any liabilities or obligations of the other Party, arising out of or in connection with this Agreement. Each Party is responsible for its own acts or omissions for (i) any breach of any covenant, agreement, representation or warranty contained in, or made pursuant to, this Agreement; or (ii) any and all liabilities (including successor liabilities) or obligations relating to periods prior to the Closing Date resulting from a Party's operation of the system pursuant to the Incumbent Licenses or the Nextel Licenses, as applicable, or the ownership or use of those licenses or from any Party's employment, or termination of employment, of its employees. The obligations under this Section survive the Closing for a period of three (3) years. Notwithstanding anything to the contrary herein, Incumbent's obligation shall not be construed to waive any portion of its retained sovereign immunity in tort under Ohio law

16. **Disputes:** The Parties agree that any dispute related to the Replacement Frequencies, Nextel's obligation to pay any cost of the Reconfiguration of Incumbent's system contemplated by this Agreement, or the comparability of Incumbent's reconfigured system to Incumbent's existing system prior to Reconfiguration, which is not resolved by mutual agreement, shall be resolved in accordance with the dispute resolution provisions of the Order, as it may be amended from time to time; [provided that, jurisdiction over this Agreement in all respects will be governed by applicable law.](#)

**COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 30, 2011**

17. **No Gratuities:** No gift, gratuity, credit, thing of value or compensation of any kind shall be offered or provided by Incumbent or Nextel, directly or indirectly, to any officer, employee or official of either Party for the purpose of improperly obtaining or rewarding favorable treatment under this Agreement.

18. **Liens:** If any liens or security interests attach to any of Incumbent's facilities in favor of any Vendor or service provider that is performing any Reconfiguration work contemplated by this Agreement as a result of Nextel's breach of any obligation to make direct payment to such Vendor or services provider, Nextel upon receipt of Notice from Incumbent will cooperate to remove any Liens.

19. **Vendor Performance Issues:** Incumbent will select and contract directly with any Vendor or service provider performing work required to reconfigure the Incumbent's existing facilities to operate on the Replacement Frequencies. Neither the Transition Administrator nor Nextel will be responsible for, or assume the risk of any failure of any Vendor to perform its obligations under any contract entered into between Incumbent and such Vendor in connection with the Reconfiguration contemplated by this Agreement, except that Nextel shall be responsible for any such failure that is caused in whole or in part by the action, or inaction, of Nextel in respect to Nextel's obligations under the Order, including Nextel's failure to pay a Vendor invoice on a timely basis when presented to Nextel in accordance with Section 3(b). Notwithstanding the foregoing, in the event of damaged Incumbent system equipment or an Incumbent system failure that occurs as a result of work performed by Motorola under this Agreement to affect the Relocation, if such failure is deemed not to provide Comparable Facilities, Nextel will reimburse Incumbent (in an amount as determined by the Parties) in the event Motorola chooses, pursuant to its agreement with Incumbent, to disclaim liability for damaged equipment, or to charge additional sums for repair or to refund damaged equipment at its fair market value. Any damaged Incumbent system equipment shall be delivered and/or Incumbent system failure claims related to this Section 19 must be presented by Incumbent to Nextel prior to the Reconciliation Date or Nextel's obligation to reimburse Incumbent for all claims related to this Section and not so delivered or presented shall expire.

20. **Motorola Replaced Equipment:**

(a) If the reconfiguration of the Incumbent's existing facilities to operate on the Replacement Frequencies involves the replacement of any of Incumbent's existing equipment with Motorola Schedule D Equipment (as identified on Schedule D), Incumbent will promptly return the equipment replaced by the Motorola Schedule D Equipment as identified on Schedule D (the "Motorola Replaced Equipment") in functional condition to Motorola (shipping fees to be paid by Nextel).

(b) If Incumbent has ordered field implementation services for new subscriber radios ("Motorola Subscriber Services") and Incumbent fails to return any item of the Motorola Replaced Equipment in functional condition to Motorola, Incumbent must either: (i) return to Motorola those items of the Motorola Schedule D Equipment that would have replaced the Motorola Replaced Equipment not returned, in new condition; or (ii) in accordance with Incumbent's mutual agreement with Motorola, Incumbent will make payment to Motorola for those items of the Motorola Schedule D Equipment that would have replaced those items of the Motorola Replaced Equipment not returned (including tax (if any) and shipping).

(c) If Incumbent did not order Motorola Subscriber Services and Incumbent fails to return any item of the Motorola Replaced Equipment to Motorola within 30 days of receipt of the Motorola Schedule D Equipment, Incumbent must promptly return to Motorola those items of the Motorola Schedule D Equipment that would have replaced the Motorola Replaced Equipment not returned, in the same condition as received (*i.e.*, new-for-new, used-for-used). If Incumbent fails to return any item of the Motorola Replaced Equipment to Motorola under this Section 20(c) and prior to receipt of a Reconciliation Statement from Nextel Incumbent does not demonstrate to Nextel that Incumbent has made payment of the Product Typical Value (as identified on Schedule E(1)) directly to Motorola for those items of Motorola Schedule D Equipment that would have replaced the Motorola Replaced Equipment not returned, then either: (i) Nextel will deduct the Product Typical Value for those items of Motorola Schedule D Equipment provided to replace the Motorola Replaced Equipment not returned to Motorola (including tax (if any) and shipping) (the "Motorola Equipment Refund") from the final payment due to Incumbent after the Reconciliation; (ii) Incumbent must pay the Motorola Equipment Refund to Nextel prior to the Closing Date (if no final payment is due to Incumbent); or (iii) Nextel will deduct the portion of the Motorola Equipment Refund up to the value of the final payment due to Incumbent and Incumbent must pay Nextel the remaining Motorola Equipment Refund not covered by the final payment prior to the Closing Date (if the final payment due Incumbent is less than the Motorola Equipment Refund).

21. **Nextel Replaced Equipment:**

(a) If the reconfiguration of Incumbent's existing facilities to operate on the Replacement Frequencies involves the replacement of any of Incumbent's existing equipment with equipment provided by Nextel (as identified on Schedule D) or equipment the cost of which is being paid by Nextel pursuant to this Agreement as listed in Schedule C (collectively the "Nextel Replacement Equipment"), then (i) title to the equipment replaced by the Nextel Replacement Equipment (the "Nextel Replaced Equipment") as listed in Schedule D shall pass free and clear of liens and any other encumbrances to Nextel at such time that Incumbent delivers the Nextel Replaced Equipment in working condition to Nextel's designated shipping agent, and Incumbent shall execute such documentation as Nextel may reasonably request to transfer title to Nextel, (ii) title to Nextel Replacement Equipment provided by Nextel will pass to Incumbent at Closing and Nextel shall execute such documentation as Incumbent may reasonably request to

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 30, 2011

transfer title to Incumbent free and clear of liens; and (iii) Incumbent shall deliver the Replaced Equipment to Nextel at Nextel’s cost, pursuant to Nextel’s shipment instructions, and prior to the Reconciliation Date.

(b) If Incumbent fails to return any item of the Nextel Replaced Equipment in working condition to Nextel, Incumbent must return to Nextel those items of the Nextel Replacement Equipment that would have replaced the Nextel Replaced Equipment not returned, in the same condition as received (*i.e.*, new-for-new, used-for-used) prior to the Reconciliation Date. If Incumbent fails to return any item of the Nextel Replaced Equipment to Nextel under this Section 21(b) and a Product Typical Value is set forth in Schedule E(2) for the item of Replacement Equipment then either: (i) Nextel will deduct the Product Typical Value (as set forth in Schedule E(2)) for those items of Nextel Replacement Equipment provided to replace the Nextel Replaced Equipment not returned to Nextel (including tax (if any) and shipping) (the “Nextel Equipment Refund”) from the final payment due to Incumbent after the Reconciliation less any Motorola Equipment Refund; (ii) Incumbent must pay Nextel the Nextel Equipment Refund in accordance with Section 3(b)(ii) (if no final payment is due to Incumbent and in addition to any Motorola Equipment Refund payment); or (iii) Nextel will deduct the portion of the Nextel Equipment Refund up to the value of the final payment due to Incumbent less any Motorola Equipment Refund, and Incumbent must pay Nextel the remaining Nextel Equipment Refund and any Motorola Equipment Refund not covered by the final payment in accordance with Section 3(b)(ii) (if the final payment due Incumbent is less than the Nextel Equipment Refund and any Motorola Equipment Refund).

22. **Termination:**

(a) This Agreement may be terminated and the transactions contemplated by this Agreement abandoned: (i) by mutual consent of the Parties provided in writing; (ii) for cause by either Party upon material breach of the other Party, following a thirty (30) day period for cure by the breaching Party following written notice of the breach to the non-breaching Party or (iii) by Nextel in the event of any Adverse Decision by any governmental entity of competent jurisdiction affecting the Order. For purposes of this Agreement, an “Adverse Decision” means an order, decree, opinion, report or any other form of decision by a governmental entity of competent jurisdiction that results, in whole or part, in a stay, remand, or reversal of the Order.

(b) In the event of termination, except termination due to an uncured, material breach by Incumbent, Nextel will pay Incumbent or Vendors, on behalf of Incumbent, for all Actual Costs on Schedule C incurred up through the date of termination, as well as such additional reasonable costs, if any, needed to return Incumbent’s facilities to the status quo ante as of the Effective Date. The Parties shall take all necessary action (including preparing and filing FCC documents) to return the Incumbent’s facilities to the status quo ante as of the Effective Date. This Section 22(b) will survive termination of this Agreement.

23. **Attorney’s Fees:** In any legal proceeding by a Party to enforce its rights under this Agreement against the other Party, each Party will be responsible for its own attorney’s fees and costs.

24. **Notices:** All notices and other communications under this Agreement must be in writing and will be deemed given (i) the same day if delivered personally or sent by facsimile; (ii) the next business day if sent by overnight delivery via a reliable express delivery service; or (iii) after five (5) business days if sent by certified mail, return receipt requested, postage prepaid. All notices are to be delivered to the Parties at the following addresses:

<p>If to Incumbent:</p> <p>Delaware County Emergency Services Notice Attn: Tim Hansley, County Administrator 101 North Sandusky Street Delaware, OH 43015 Phone: (740) 833-2100 Fax: (740) 833-2099 Email: THansley@co.delaware.oh.us</p>	<p>If to Nextel:</p> <p>Nextel West Corp. c/o Sprint Nextel Corp. Notice 12502 Sunrise Valley Drive 2D187 Reston, VA 20196 Attn: Heather P. Brown, Esq. Phone: (703) 433-4467 Fax: (703) 433-4483</p>
<p><u>With a copy that shall not constitute Notice to:</u></p> <p><u>Lukas, Nace, Gutierrez & Sachs, LLP</u> 8300 Greensboro Drive, Suite 1200 McLean, VA 22102 <u>Attn: Elizabeth R. Sachs, Esq.</u> <u>Phone: (703) 584-8663</u> <u>Fax: (703) 584-8695</u> <u>E-mail: lsachs@fcclaw.com</u></p>	<p><u>With a copy that shall not constitute Notice to:</u></p> <p>Sprint Nextel Corp. 6575 The Corners Parkway Norcross, GA 30092 Attn: William Jenkins, VP Spectrum Resources Phone: (770) 326-7484 Fax: (678) 405-8252</p>

25. **Assignment:** This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns. Either Party may assign this Agreement to any direct or indirect subsidiary or affiliate of the Party, upon delivery of written notice to the other Party, provided that any assignee of Nextel assumes

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 30, 2011

all of Nextel’s obligations pursuant to the Order and this Agreement.

26. **Amendments:** This Agreement, including without limitation the scope of work contemplated hereby and the Estimated Cost thereof to be paid by Nextel, may be amended or modified only by a written instrument signed by authorized representatives of both Parties, provided, however, no amendment or modification to this Agreement shall become effective until approved by the Transition Administrator.

27. **Benefits:** This Agreement is for the benefit of the Parties and their successors and permitted assigns, and nothing in this Agreement gives or should be construed to give any legal or equitable rights under this Agreement to any person or entity, other than (i) the successors and assigns of the Parties, and (ii) the Transition Administrator as specifically provided for in this Agreement.

28. **Miscellaneous:** If any provision(s) of this Agreement is held in whole or part, to be invalid, void or unlawful by any administrative agency or court of competent jurisdiction, then such provision(s) will be deemed severable from the remainder of this Agreement, will in no way affect, impair or invalidate any other provision contained in the Agreement and the Parties will use their commercially reasonable efforts to amend this Agreement to make the unlawful provision compliant with applicable law so as to preserve the rights and obligations of the Parties. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement, together with the Schedules, constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. This Agreement is governed by the laws of the State of Ohio without regard to conflicts of law principles thereof. This Agreement may be executed in one or more counterparts, including by facsimile, which will be effective as original agreements of the Parties executing the counterpart.

SCHEDULE A

Incumbent Frequencies

Incumbent’s Name: Delaware County, OH

Incumbent Assigns to Nextel:

Call Sign	Licensee	Lat (N)	Long (W)	City	State	Expiration Date	Frequencies
WQDF421	Delaware County	40' 14' 28.2' N	82' 52' 1.6' W	SUNBURY	OH	08/10/2015	866.0875
WQDF421	Delaware County	40' 10' 53.2' N	82' 54' 42.1' W	GALENA	OH	08/10/2015	866.0875
WQDF421	Delaware County	40' 22' 43.5' N	83' 8' 59.3' W	RADNOR	OH	08/10/2015	866.0875
WQDF421	Delaware County	40' 16' 53.3' N	83' 10' 55.4' W	OSTRANDER	OH	08/10/2015	866.0875
WQDF421	Delaware County	40' 19' 6.3' N	82' 49' 38.6' W	SUNBURY	OH	08/10/2015	866.0875
WQDF421	Delaware County	40' 24' 31.7' N	82' 57' 47.7' W	ASHLEY	OH	08/10/2015	866.0875
WQDF421	Delaware County	40' 16' 53.3' N	83' 10' 55.4' W	OSTRANDER	OH	08/10/2015	866.8625
WQDF421	Delaware County	40' 10' 53.2' N	82' 54' 42.1' W	GALENA	OH	08/10/2015	866.8625
WQDF421	Delaware County	40' 22' 43.5' N	83' 8' 59.3' W	RADNOR	OH	08/10/2015	866.8625
WQDF421	Delaware County	40' 24' 31.7' N	82' 57' 47.7' W	ASHLEY	OH	08/10/2015	866.8625
WQDF421	Delaware County	40' 19' 6.3' N	82' 49' 38.6' W	SUNBURY	OH	08/10/2015	866.8625
WQDF421	Delaware County	40' 14' 28.2' N	82' 52' 1.6' W	SUNBURY	OH	08/10/2015	866.8625
WQDF421	Delaware County	40' 16' 53.3' N	83' 10' 55.4' W	OSTRANDER	OH	08/10/2015	867.2875
WQDF421	Delaware County	40' 22' 43.5' N	83' 8' 59.3' W	RADNOR	OH	08/10/2015	867.2875
WQDF421	Delaware County	40' 19' 6.3' N	82' 49' 38.6' W	SUNBURY	OH	08/10/2015	867.2875
WQDF421	Delaware County	40' 10' 53.2' N	82' 54' 42.1' W	GALENA	OH	08/10/2015	867.2875
WQDF421	Delaware County	40' 24' 31.7' N	82' 57' 47.7' W	ASHLEY	OH	08/10/2015	867.2875
WQDF421	Delaware County	40' 14' 28.2' N	82' 52' 1.6' W	SUNBURY	OH	08/10/2015	867.2875

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 30, 2011

	County	28.2' N	W				
WQDF421	Delaware County	40' 10'	82' 54'	GALENA	OH	08/10/2015	867.6500
		53.2' N	42.1' W				
WQDF421	Delaware County	40' 14'	82' 52' 1.6'	SUNBURY	OH	08/10/2015	867.6500
		28.2' N	W				
WQDF421	Delaware County	40' 19' 6.3'	82' 49'	SUNBURY	OH	08/10/2015	867.6500
		N	38.6' W				
WQDF421	Delaware County	40' 24'	82' 57'	ASHLEY	OH	08/10/2015	867.6500
		31.7' N	47.7' W				
WQDF421	Delaware County	40' 22'	83' 8' 59.3'	RADNOR	OH	08/10/2015	867.6500
		43.5' N	W				
WQDF421	Delaware County	40' 16'	83' 10'	OSTRANDER	OH	08/10/2015	867.6500
		53.3' N	55.4' W				
WQDF421	Delaware County	40' 22'	83' 8' 59.3'	RADNOR	OH	08/10/2015	867.8750
		43.5' N	W				
WQDF421	Delaware County	40' 16'	83' 10'	OSTRANDER	OH	08/10/2015	867.8750
		53.3' N	55.4' W				
WQDF421	Delaware County	40' 14'	82' 52' 1.6'	SUNBURY	OH	08/10/2015	867.8750
		28.2' N	W				
WQDF421	Delaware County	40' 24'	82' 57'	ASHLEY	OH	08/10/2015	867.8750
		31.7' N	47.7' W				
WQDF421	Delaware County	40' 19' 6.3'	82' 49'	SUNBURY	OH	08/10/2015	867.8750
		N	38.6' W				
WQDF421	Delaware County	40' 10'	82' 54'	GALENA	OH	08/10/2015	867.8750
		53.2' N	42.1' W				
WQDF421	Delaware County	40' 22'	83' 8' 59.3'	RADNOR	OH	08/10/2015	868.5875
		43.5' N	W				
WQDF421	Delaware County	40' 16'	83' 10'	OSTRANDER	OH	08/10/2015	868.5875
		53.3' N	55.4' W				
WQDF421	Delaware County	40' 10'	82' 54'	GALENA	OH	08/10/2015	868.5875
		53.2' N	42.1' W				
WQDF421	Delaware County	40' 19' 6.3'	82' 49'	SUNBURY	OH	08/10/2015	868.5875
		N	38.6' W				
WQDF421	Delaware County	40' 24'	82' 57'	ASHLEY	OH	08/10/2015	868.5875
		31.7' N	47.7' W				
WQDF421	Delaware County	40' 14'	82' 52' 1.6'	SUNBURY	OH	08/10/2015	868.5875
		28.2' N	W				
WQDF421	Delaware County	40' 16'	83' 10'	OSTRANDER	OH	08/10/2015	868.8375
		53.3' N	55.4' W				
WQDF421	Delaware County	40' 10'	82' 54'	GALENA	OH	08/10/2015	868.8375
		53.2' N	42.1' W				
WQDF421	Delaware County	40' 19' 6.3'	82' 49'	SUNBURY	OH	08/10/2015	868.8375
		N	38.6' W				
WQDF421	Delaware County	40' 24'	82' 57'	ASHLEY	OH	08/10/2015	868.8375
		31.7' N	47.7' W				
WQDF421	Delaware County	40' 14'	82' 52' 1.6'	SUNBURY	OH	08/10/2015	868.8375
		28.2' N	W				
WQDF421	Delaware County	40' 22'	83' 8' 59.3'	RADNOR	OH	08/10/2015	868.8375
		43.5' N	W				
WQDF578	Delaware County	40' 19'	83' 4' 19.1'	DELAWARE	OH	08/11/2015	866.0875
		15.2' N	W				
WQDF578	Delaware County	40' 12'	83' 1' 26.5'	LEWIS	OH	08/11/2015	866.0875
		37.6' N	W	CENTER			
WQDF578	Delaware County	40' 16' 16'	83' 4' 18'	DELAWARE	OH	08/11/2015	866.0875
		N	W				
WQDF578	Delaware County	40' 11'	83' 8' 50.8'	DELAWARE	OH	08/11/2015	866.0875
		35.8' N	W				
WQDF578	Delaware County	40' 15'	82' 56'	SUNBURY	OH	08/11/2015	866.0875
		59.7' N	44.5' W				
WQDF578	Delaware County	40' 8' 14'	82' 59' 44'	COLUMBUS	OH	08/11/2015	866.0875
		N	W				
WQDF578	Delaware County	40' 8' 14'	82' 59' 44'	COLUMBUS	OH	08/11/2015	866.8625
		N	W				
WQDF578	Delaware County	40' 12'	83' 1' 26.5'	LEWIS	OH	08/11/2015	866.8625
		37.6' N	W	CENTER			
WQDF578	Delaware County	40' 16' 16'	83' 4' 18'	DELAWARE	OH	08/11/2015	866.8625
		N	W				

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 30, 2011

WQDF578	Delaware County	40' 11' 35.8' N	83' 8' 50.8' W	DELAWARE	OH	08/11/2015	866.8625
WQDF578	Delaware County	40' 15' 59.7' N	82' 56' 44.5' W	SUNBURY	OH	08/11/2015	866.8625
WQDF578	Delaware County	40' 19' 15.2' N	83' 4' 19.1' W	DELAWARE	OH	08/11/2015	866.8625
WQDF578	Delaware County	40' 12' 37.6' N	83' 1' 26.5' W	LEWIS CENTER	OH	08/11/2015	867.2875
WQDF578	Delaware County	40' 19' 15.2' N	83' 4' 19.1' W	DELAWARE	OH	08/11/2015	867.2875
WQDF578	Delaware County	40' 15' 59.7' N	82' 56' 44.5' W	SUNBURY	OH	08/11/2015	867.2875
WQDF578	Delaware County	40' 16' 16' N	83' 4' 18' W	DELAWARE	OH	08/11/2015	867.2875
WQDF578	Delaware County	40' 11' 35.8' N	83' 8' 50.8' W	DELAWARE	OH	08/11/2015	867.2875
WQDF578	Delaware County	40' 8' 14' N	82' 59' 44' W	COLUMBUS	OH	08/11/2015	867.2875
WQDF578	Delaware County	40' 16' 16' N	83' 4' 18' W	DELAWARE	OH	08/11/2015	867.6500
WQDF578	Delaware County	40' 19' 15.2' N	83' 4' 19.1' W	DELAWARE	OH	08/11/2015	867.6500
WQDF578	Delaware County	40' 8' 14' N	82' 59' 44' W	COLUMBUS	OH	08/11/2015	867.6500
WQDF578	Delaware County	40' 12' 37.6' N	83' 1' 26.5' W	LEWIS CENTER	OH	08/11/2015	867.6500
WQDF578	Delaware County	40' 11' 35.8' N	83' 8' 50.8' W	DELAWARE	OH	08/11/2015	867.6500
WQDF578	Delaware County	40' 15' 59.7' N	82' 56' 44.5' W	SUNBURY	OH	08/11/2015	867.6500
WQDF578	Delaware County	40' 12' 37.6' N	83' 1' 26.5' W	LEWIS CENTER	OH	08/11/2015	867.8750
WQDF578	Delaware County	40' 16' 16' N	83' 4' 18' W	DELAWARE	OH	08/11/2015	867.8750
WQDF578	Delaware County	40' 19' 15.2' N	83' 4' 19.1' W	DELAWARE	OH	08/11/2015	867.8750
WQDF578	Delaware County	40' 8' 14' N	82' 59' 44' W	COLUMBUS	OH	08/11/2015	867.8750
WQDF578	Delaware County	40' 15' 59.7' N	82' 56' 44.5' W	SUNBURY	OH	08/11/2015	867.8750
WQDF578	Delaware County	40' 11' 35.8' N	83' 8' 50.8' W	DELAWARE	OH	08/11/2015	867.8750
WQDF578	Delaware County	40' 12' 37.6' N	83' 1' 26.5' W	LEWIS CENTER	OH	08/11/2015	868.5875
WQDF578	Delaware County	40' 8' 14' N	82' 59' 44' W	COLUMBUS	OH	08/11/2015	868.5875
WQDF578	Delaware County	40' 16' 16' N	83' 4' 18' W	DELAWARE	OH	08/11/2015	868.5875
WQDF578	Delaware County	40' 11' 35.8' N	83' 8' 50.8' W	DELAWARE	OH	08/11/2015	868.5875
WQDF578	Delaware County	40' 19' 15.2' N	83' 4' 19.1' W	DELAWARE	OH	08/11/2015	868.5875
WQDF578	Delaware County	40' 15' 59.7' N	82' 56' 44.5' W	SUNBURY	OH	08/11/2015	868.5875
WQDF578	Delaware County	40' 12' 37.6' N	83' 1' 26.5' W	LEWIS CENTER	OH	08/11/2015	868.8375
WQDF578	Delaware County	40' 15' 59.7' N	82' 56' 44.5' W	SUNBURY	OH	08/11/2015	868.8375
WQDF578	Delaware County	40' 16' 16' N	83' 4' 18' W	DELAWARE	OH	08/11/2015	868.8375
WQDF578	Delaware County	40' 8' 14' N	82' 59' 44' W	COLUMBUS	OH	08/11/2015	868.8375
WQDF578	Delaware County	40' 19' 15.2' N	83' 4' 19.1' W	DELAWARE	OH	08/11/2015	868.8375
WQDF578	Delaware County	40' 11' 35.8' N	83' 8' 50.8' W	DELAWARE	OH	08/11/2015	868.8375

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 30, 2011

SCHEDULE B

Replacement Frequencies

Incumbent’s Name: Delaware County, OH

Nextel Assigns to Incumbent:

Replacement Frequencies	Replacement Call Sign	Lat (N)	Long (W)	ERP (W)	Gnd Elev (ft)	Ant. Height (ft)	New Licensee	Location(s)
851.0875	WQDF421	40-10-53.2	82-54-42.1	210	948	170	DELAWARE, COUNTY OF	GALENA , OH
851.0875	WQDF578	40-11-35.8	83-8-50.8	210	915	180	DELAWARE, COUNTY OF	DELAWARE , OH
851.0875	WQDF578	40-12-37.6	83-1-26.5	210	937	180	DELAWARE, COUNTY OF	LEWIS CENTER , OH
851.0875	WQDF421	40-14-28.2	82-52-1.6	210	954	200	DELAWARE, COUNTY OF	SUNBURY , OH
851.0875	WQDF578	40-16-11.9	82-57-48.9	210	935	180	DELAWARE, COUNTY OF	Delaware , OH
851.0875	WQDF578	40-16-16	83-4-18	210	899	145	DELAWARE, COUNTY OF	DELAWARE , OH
851.0875	WQDF421	40-16-53.3	83-10-55.4	210	980	126	DELAWARE, COUNTY OF	OSTRANDER , OH
851.0875	WQDF578	40-19-15.2	83-4-19.1	210	910	225	DELAWARE, COUNTY OF	DELAWARE , OH
851.0875	WQDF421	40-19-6.3	82-49-38.6	210	1082	120	DELAWARE, COUNTY OF	SUNBURY , OH
851.0875	WQDF421	40-22-43.5	83-8-59.3	210	910	180	DELAWARE, COUNTY OF	RADNOR , OH
851.0875	WQDF421	40-24-31.7	82-57-47.7	210	978	180	DELAWARE, COUNTY OF	ASHLEY , OH
851.0875	WQDF578	40-8-14	82-59-44	210	935	310	DELAWARE, COUNTY OF	COLUMBUS , OH
851.8625	WQDF421	40-10-53.2	82-54-42.1	210	948	170	DELAWARE, COUNTY OF	GALENA , OH
851.8625	WQDF578	40-11-35.8	83-8-50.8	210	915	180	DELAWARE, COUNTY OF	DELAWARE , OH
851.8625	WQDF578	40-12-37.6	83-1-26.5	210	937	180	DELAWARE, COUNTY OF	LEWIS CENTER , OH
851.8625	WQDF421	40-14-28.2	82-52-1.6	210	954	200	DELAWARE, COUNTY OF	SUNBURY , OH
851.8625	WQDF578	40-16-11.9	82-57-48.9	210	935	180	DELAWARE, COUNTY OF	Delaware , OH
851.8625	WQDF578	40-16-16	83-4-18	210	899	145	DELAWARE, COUNTY OF	DELAWARE , OH
851.8625	WQDF421	40-16-53.3	83-10-55.4	210	980	126	DELAWARE, COUNTY OF	OSTRANDER , OH
851.8625	WQDF578	40-19-15.2	83-4-19.1	210	910	225	DELAWARE, COUNTY OF	DELAWARE , OH
851.8625	WQDF421	40-19-6.3	82-49-38.6	210	1082	120	DELAWARE, COUNTY OF	SUNBURY , OH
851.8625	WQDF421	40-22-43.5	83-8-59.3	210	910	180	DELAWARE, COUNTY OF	RADNOR , OH
851.8625	WQDF421	40-24-31.7	82-57-47.7	210	978	180	DELAWARE, COUNTY OF	ASHLEY , OH
851.8625	WQDF578	40-8-14	82-59-44	210	935	310	DELAWARE, COUNTY OF	COLUMBUS , OH
852.2875	WQDF421	40-10-53.2	82-54-42.1	210	948	170	DELAWARE, COUNTY OF	GALENA , OH
852.2875	WQDF578	40-11-35.8	83-8-50.8	210	915	180	DELAWARE, COUNTY OF	DELAWARE , OH
852.2875	WQDF578	40-12-37.6	83-1-26.5	210	937	180	DELAWARE, COUNTY OF	LEWIS CENTER , OH
852.2875	WQDF421	40-14-28.2	82-52-1.6	210	954	200	DELAWARE, COUNTY OF	SUNBURY , OH
852.2875	WQDF578	40-16-	82-57-	210	935	180	DELAWARE,	Delaware , OH

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 30, 2011

		11.9	48.9				COUNTY OF	
852.2875	WQDF578	40-16-16	83-4-18	210	899	145	DELAWARE, COUNTY OF	DELAWARE , OH
852.2875	WQDF421	40-16-53.3	83-10-55.4	210	980	126	DELAWARE, COUNTY OF	OSTRANDER , OH
852.2875	WQDF578	40-19-15.2	83-4-19.1	210	910	225	DELAWARE, COUNTY OF	DELAWARE , OH
852.2875	WQDF421	40-19-6.3	82-49-38.6	210	1082	120	DELAWARE, COUNTY OF	SUNBURY , OH
852.2875	WQDF421	40-22-43.5	83-8-59.3	210	910	180	DELAWARE, COUNTY OF	RADNOR , OH
852.2875	WQDF421	40-24-31.7	82-57-47.7	210	978	180	DELAWARE, COUNTY OF	ASHLEY , OH
852.2875	WQDF578	40-8-14	82-59-44	210	935	310	DELAWARE, COUNTY OF	COLUMBUS , OH
852.6500	WQDF421	40-10-53.2	82-54-42.1	210	948	170	DELAWARE, COUNTY OF	GALENA , OH
852.6500	WQDF578	40-11-35.8	83-8-50.8	210	915	180	DELAWARE, COUNTY OF	DELAWARE , OH
852.6500	WQDF578	40-12-37.6	83-1-26.5	210	937	180	DELAWARE, COUNTY OF	LEWIS CENTER , OH
852.6500	WQDF421	40-14-28.2	82-52-1.6	210	954	200	DELAWARE, COUNTY OF	SUNBURY , OH
852.6500	WQDF578	40-16-11.9	82-57-48.9	210	935	180	DELAWARE, COUNTY OF	Delaware , OH
852.6500	WQDF578	40-16-16	83-4-18	210	899	145	DELAWARE, COUNTY OF	DELAWARE , OH
852.6500	WQDF421	40-16-53.3	83-10-55.4	210	980	126	DELAWARE, COUNTY OF	OSTRANDER , OH
852.6500	WQDF578	40-19-15.2	83-4-19.1	210	910	225	DELAWARE, COUNTY OF	DELAWARE , OH
852.6500	WQDF421	40-19-6.3	82-49-38.6	210	1082	120	DELAWARE, COUNTY OF	SUNBURY , OH
852.6500	WQDF421	40-22-43.5	83-8-59.3	210	910	180	DELAWARE, COUNTY OF	RADNOR , OH
852.6500	WQDF421	40-24-31.7	82-57-47.7	210	978	180	DELAWARE, COUNTY OF	ASHLEY , OH
852.6500	WQDF578	40-8-14	82-59-44	210	935	310	DELAWARE, COUNTY OF	COLUMBUS , OH
852.8750	WQDF421	40-10-53.2	82-54-42.1	210	948	170	DELAWARE, COUNTY OF	GALENA , OH
852.8750	WQDF578	40-11-35.8	83-8-50.8	210	915	180	DELAWARE, COUNTY OF	DELAWARE , OH
852.8750	WQDF578	40-12-37.6	83-1-26.5	210	937	180	DELAWARE, COUNTY OF	LEWIS CENTER , OH
852.8750	WQDF421	40-14-28.2	82-52-1.6	210	954	200	DELAWARE, COUNTY OF	SUNBURY , OH
852.8750	WQDF578	40-16-11.9	82-57-48.9	210	935	180	DELAWARE, COUNTY OF	Delaware , OH
852.8750	WQDF578	40-16-16	83-4-18	210	899	145	DELAWARE, COUNTY OF	DELAWARE , OH
852.8750	WQDF421	40-16-53.3	83-10-55.4	210	980	126	DELAWARE, COUNTY OF	OSTRANDER , OH
852.8750	WQDF578	40-19-15.2	83-4-19.1	210	910	225	DELAWARE, COUNTY OF	DELAWARE , OH
852.8750	WQDF421	40-19-6.3	82-49-38.6	210	1082	120	DELAWARE, COUNTY OF	SUNBURY , OH
852.8750	WQDF421	40-22-43.5	83-8-59.3	210	910	180	DELAWARE, COUNTY OF	RADNOR , OH
852.8750	WQDF421	40-24-31.7	82-57-47.7	210	978	180	DELAWARE, COUNTY OF	ASHLEY , OH
852.8750	WQDF578	40-8-14	82-59-44	210	935	310	DELAWARE, COUNTY OF	COLUMBUS , OH
853.5875	WQDF421	40-10-53.2	82-54-42.1	210	948	170	DELAWARE, COUNTY OF	GALENA , OH
853.5875	WQDF578	40-11-35.8	83-8-50.8	210	915	180	DELAWARE, COUNTY OF	DELAWARE , OH
853.5875	WQDF578	40-12-	83-1-	210	937	180	DELAWARE,	LEWIS CENTER ,

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 30, 2011

		37.6	26.5				COUNTY OF	OH
853.5875	WQDF421	40-14-28.2	82-52-1.6	210	954	200	DELAWARE, COUNTY OF	SUNBURY , OH
853.5875	WQDF578	40-16-11.9	82-57-48.9	210	935	180	DELAWARE, COUNTY OF	Delaware , OH
853.5875	WQDF578	40-16-16	83-4-18	210	899	145	DELAWARE, COUNTY OF	DELAWARE , OH
853.5875	WQDF421	40-16-53.3	83-10-55.4	210	980	126	DELAWARE, COUNTY OF	OSTRANDER , OH
853.5875	WQDF578	40-19-15.2	83-4-19.1	210	910	225	DELAWARE, COUNTY OF	DELAWARE , OH
853.5875	WQDF421	40-19-6.3	82-49-38.6	210	1082	120	DELAWARE, COUNTY OF	SUNBURY , OH
853.5875	WQDF421	40-22-43.5	83-8-59.3	210	910	180	DELAWARE, COUNTY OF	RADNOR , OH
853.5875	WQDF421	40-24-31.7	82-57-47.7	210	978	180	DELAWARE, COUNTY OF	ASHLEY , OH
853.5875	WQDF578	40-8-14	82-59-44	210	935	310	DELAWARE, COUNTY OF	COLUMBUS , OH
853.8375	WQDF421	40-10-53.2	82-54-42.1	210	948	170	DELAWARE, COUNTY OF	GALENA , OH
853.8375	WQDF578	40-11-35.8	83-8-50.8	210	915	180	DELAWARE, COUNTY OF	DELAWARE , OH
853.8375	WQDF578	40-12-37.6	83-1-26.5	210	937	180	DELAWARE, COUNTY OF	LEWIS CENTER , OH
853.8375	WQDF421	40-14-28.2	82-52-1.6	210	954	200	DELAWARE, COUNTY OF	SUNBURY , OH
853.8375	WQDF578	40-16-11.9	82-57-48.9	210	935	180	DELAWARE, COUNTY OF	Delaware , OH
853.8375	WQDF578	40-16-16	83-4-18	210	899	145	DELAWARE, COUNTY OF	DELAWARE , OH
853.8375	WQDF421	40-16-53.3	83-10-55.4	210	980	126	DELAWARE, COUNTY OF	OSTRANDER , OH
853.8375	WQDF578	40-19-15.2	83-4-19.1	210	910	225	DELAWARE, COUNTY OF	DELAWARE , OH
853.8375	WQDF421	40-19-6.3	82-49-38.6	210	1082	120	DELAWARE, COUNTY OF	SUNBURY , OH
853.8375	WQDF421	40-22-43.5	83-8-59.3	210	910	180	DELAWARE, COUNTY OF	RADNOR , OH
853.8375	WQDF421	40-24-31.7	82-57-47.7	210	978	180	DELAWARE, COUNTY OF	ASHLEY , OH
853.8375	WQDF578	40-8-14	82-59-44	210	935	310	DELAWARE, COUNTY OF	COLUMBUS , OH

SCHEDULE C

800 MHZ RECONFIGURATION

COST ESTIMATE – CERTIFIED REQUEST

Incumbent’s Name: Delaware County, OH

Pursuant to the Order, Incumbent is required to reconfigure its existing facilities and requests Nextel to fund the estimated reconfiguration costs included below:

Incumbent Payment Terms: Nextel will pay Incumbent an amount not to exceed the Estimated Cost(s) for Incumbent with respect to each category of work, as set forth below. Nextel will pay Incumbent Fifty-Four Thousand, Six Hundred Ten Dollars and Seventy-One/Cents (\$54,610.71) within 15 days (30 days if Incumbent elects to be paid by check rather than electronic funds transfer) after receipt by Nextel of the fully executed Agreement and fully completed Incumbent Information Form (as set forth on Exhibit A). Nextel will pay any outstanding balance of the Actual Costs due to Incumbent within 30 days after the Reconciliation Date (as "Actual Costs" and "Reconciliation Date" are defined in Section 3(b)(i)).

Vendor Payment Terms: Nextel will pay each Vendor an amount not to exceed the Estimated Cost(s) for that Vendor with respect to each category of work, as set forth below. Nextel will pay each Vendor within 30 days after receipt by Nextel of (A) an invoice from the Vendor and (B) Incumbent's approval of receipt of goods and services and approval of associated costs included on the Vendor invoice.

1. System Description: Incumbent operates a twelve-site, seven-channel NPSPAC SmartZone 6.9 simulcast system.

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 30, 2011

This system’s prime site is located at Prime which also acts as a collocated remote RF site. Remote sites are located at Delaware South, Genoa Township, Medic 4 Radnor, Medic 2 Sunbury, Columbus North, Dunham Road, Ohio MARCS Riverview, Medic 6 Olive Green, Medic 5 Ashley, Medic 8 Ostrander and Shanahan Road. Each site uses two transmit antennas, one receive antenna, and one tower-top amplifier and two receive multi-couplers. The Delaware County Dispatch 911 is a control station site and uses two control station combiners with a total of four antennas. The network management system consists of three stand-alone Astro 6.X/7.X station terminals. Delaware County has two dispatch centers located at Delaware 911/EMS and Delaware City Dispatch. The dispatch center located at Delaware 911/EMS has twelve operator positions and Delaware City Dispatch has two operator positions. There are 676 portable radios and 336 mobile radios affiliated with the system.

The major system elements to be reconfigured are summarized in the table below:

	Total In System	Total Included in FRA
Base station frequencies	84	84
- Voice channels	0	0
- Home/Control channels	0	0
Repeater sites	12	12
Other sites (remote recv, BDA)	0	0
Subscriber units retuned	284	284
Subscriber units reprogrammed	877	877
Subscriber units replaced	0	0
Subscriber units rebanded total	1161	1161
Entities operating on the system	0	0

2. Reconfiguration Milestones: Identify the anticipated start date of the overall reconfiguration of your system (Project Start). Then, for each major reconfiguration milestone listed in the table below, provide (1) the anticipated number of days after project start date required to begin execution of the task identified, and (2) the estimated duration in number of days required to complete the task identified. As an FRA is negotiated, it is not always possible to know an actual start date for specific reconfiguration tasks. In such a case, it is acceptable to forecast an estimated start date from execution of the FRA (i.e., "contract execution + xx days") and estimate the duration of each task.

Reconfiguration Task	Start Date	# of Days After Project Start Date for Start of Task	Estimated Duration in # of Days
Project Start			
Reconfiguration Planning			
Reconfigure Subscriber Equipment			
Reconfigure Infrastructure Equipment			
System Acceptance			

3. Implementation Plan: See Exhibit C.

4. Cost Estimate:

Description of Work To Be Performed	Payee(separately identify Incumbent and each Vendor being paid for work performed)	Estimated Cost(s) for Incumbent and Each Vendor (Not to Exceed listed amount)
I. Subscriber Reconfiguration Services - First Touch ----- Subscriber ----- - <ul style="list-style-type: none">User participation for reprogramming units = 1 hour/unit for 1161 units. (1161 units @ 1.00 hrs. each @ \$37.56 /hr. = \$43,607.16)	(Incumbent) Delaware, County	\$43,607.16
----- Subscriber ----- - Retune Existing Mobile Radios <ul style="list-style-type: none">MSS - • Functional Pre-Test of existing radio - Talk group call on system • Retune existing radio (no obstruction to retuning of radio) • Functional posttest of existing radio - Talk group call on system (67 units @ 0.90 hrs. each @ \$124.00 /hr. = \$7,477.20)	(Vendor) Motorola	\$109,950.80

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 30, 2011

<p>Flashing and Retuning Existing Mobiles</p> <ul style="list-style-type: none">MSS - • Functional Pre-Test of existing radio - Talk group call on system • Flash existing radio with Rebanding software • Load programming template into existing radio (no obstruction to programming port of radio and radio is to be flashed and programmed in the vehicle) • Functional posttest of existing radio - Talk group call on system (303 units @ 0.90 hrs. each @ \$124.00 /hr. = \$33,814.80) <p>Portable Radios</p> <ul style="list-style-type: none">MSS - Retune Existing Portable • Functional Pre-Test of existing radio - Talk group call on system • Retune existing radio (no obstruction to retuning of radio) • Functional posttest of existing radio - Talk group call on system (217 units @ 0.70 hrs. each @ \$124.00 /hr. = \$18,835.60)MSS - Flashing and Retuning of Existing Portable Radio • Functional Pre-Test of existing radio - Talk group call on system • Flash existing radio with Rebanding software • Load programming template into existing radio • Functional posttest of existing radio - Talk group call on system (574 units @ 0.70 hrs. each @ \$124.00 /hr. = \$49,823.20)		
<p>II. Subscriber Reconfiguration Services - Second (or subsequent) Touch</p> <p>----- Subscriber -----</p> <p>-</p> <p>Other Tasks</p> <ul style="list-style-type: none">MSS - Second programming of subscribers(remove old freqs) Mobiles (370 units @ 0.50 hrs. each @ \$124.00 /hr. = \$22,940.00)MSS - Second programming of subscribers(remove old freqs) Portables (791 units @ 0.50 hrs. each @ \$124.00 /hr. = \$49,042.00)	<p>(Vendor) Motorola</p>	<p>\$71,982.00</p>
<p>III. Infrastructure Reconfiguration - Services</p> <p>----- Infrastructure -----</p> <ul style="list-style-type: none">Controllers (8hrs @ \$228.00 /hr. = \$1,824.00)Repeaters (6.5hrs @ \$228.00 /hr. = \$1,482.00)Retune Combiners & Duplexer (antenna System) (5.25hrs @ \$228.00 /hr. = \$1,197.00)Repeaters (6.5hrs @ \$228.00 /hr. = \$1,482.00)Retune Combiners & Duplexer (antenna System) (5.25hrs @ \$228.00 /hr. = \$1,197.00)Repeaters (6.5hrs @ \$228.00 /hr. = \$1,482.00)Retune Combiners & Duplexer (antenna System) (5.25hrs @ \$228.00 /hr. =	<p>(Vendor) Motorola</p>	<p>\$54,813.00</p>

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 30, 2011

<div><div>\$1,197.00)</div><div><ul style="list-style-type: none">Repeaters (6.5hrs @ \$228.00 /hr. = \$1,482.00)Retune Combiners & Duplexer (antenna System) (5.25hrs @ \$228.00 /hr. = \$1,197.00)Repeaters (6.5hrs @ \$228.00 /hr. = \$1,482.00)Retune Combiners & Duplexer (antenna System) (5.25hrs @ \$228.00 /hr. = \$1,197.00)Repeaters (6.5hrs @ \$228.00 /hr. = \$1,482.00)Retune Combiners & Duplexer (antenna System) (5.25hrs @ \$228.00 /hr. = \$1,197.00)Repeaters (6.5hrs @ \$228.00 /hr. = \$1,482.00)Retune Combiners & Duplexer (antenna System) (5.25hrs @ \$228.00 /hr. = \$1,197.00)Repeaters (6.5hrs @ \$228.00 /hr. = \$1,482.00)Retune Combiners & Duplexer (antenna System) (5.25hrs @ \$228.00 /hr. = \$1,197.00)Repeaters (6.5hrs @ \$228.00 /hr. = \$1,482.00)Retune Combiners & Duplexer (antenna System) (5.25hrs @ \$228.00 /hr. = \$1,197.00)Repeaters (6.5hrs @ \$228.00 /hr. = \$1,482.00)Retune Combiners & Duplexer (antenna System) (5.25hrs @ \$228.00 /hr. = \$1,197.00)Repeaters (6.5hrs @ \$228.00 /hr. = \$1,482.00)Retune Combiners & Duplexer (antenna System) (5.25hrs @ \$228.00 /hr. = \$1,197.00)Repeaters (6.5hrs @ \$228.00 /hr. = \$1,482.00)Retune Combiners & Duplexer (antenna System) (5.25hrs @ \$228.00 /hr. = \$1,197.00)SUB - Rinehart Tower Services, Inc. (12 Sites) \$1,736.75/site (1 @ \$20,841.00 /unit = \$20,841.00)</div></div>		
<div><div><div>IV. Project Management, including on site supervision</div><div>----- Infrastructure -----</div><div><ul style="list-style-type: none">Internal Coordination and participation for infrastructure reconfiguration (2 units @ 12.00 hrs. each @ \$43.73 /hr. = \$1,049.52)</div><div>----- Professional Services -----</div><div>--</div></div></div>	<div>(Incumbent) Delaware, County</div>	<div>\$55,036.64</div>

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 30, 2011

<ul style="list-style-type: none">System Administrator - Project Management (904hrs @ \$43.73 /hr. = \$39,531.92)Director - Coordination of dispatchers for testing, implementation meetings for infrastructure implementation, channel outage planning. (20hrs @ \$50.76 /hr. = \$1,015.20) <p>----- Testing -----</p> <ul style="list-style-type: none">System Administrator - 2 people pre and posttest participation. Test data review (2 units @ 80.00 hrs. each @ \$43.73 /hr. = \$6,996.80)Dispatcher - Dispatcher - 2 people pre and posttest participation (2 units @ 80.00 hrs. each @ \$40.27 /hr. = \$6,443.20)		
<p>----- Infrastructure -----</p> <ul style="list-style-type: none">PM - Project Manager (32hrs @ \$190.00 /hr. = \$6,080.00) <p>----- Professional Services -----</p> <p>--</p> <ul style="list-style-type: none">PM - Project Manager (168hrs @ \$190.00 /hr. = \$31,920.00) <p>----- Subscriber -----</p> <p>-</p> <ul style="list-style-type: none">PM - Project Manager on Site supervision & Coordination (130hrs @ \$190.00 /hr. = \$24,700.00) <p>----- Testing -----</p> <ul style="list-style-type: none">PM - Project Manager (48hrs @ \$190.00 /hr. = \$9,120.00)	(Vendor) Motorola	\$71,820.00
<p>----- Infrastructure -----</p> <ul style="list-style-type: none">Project management/Quality Assurance - Coordinate schedule between the vendor and the County, review detail cut over plan from vendor, Work with County to define the plan, overseeing the implementation, resolving issues and answering questions from vendor and County, reviewing quality and status reports. 4hrs x 8wks (8 units @ 4.00 hrs. each @ \$185.00 /hr. = \$5,920.00) <p>----- Professional Services -----</p> <p>--</p> <ul style="list-style-type: none">Other Project Management - Monitor overall project process, participation internal conference calls, managing planning and implementation issues not having to do with subscriber or infrastructure reconfiguration, monitoring of TA developments and communication with County. Status reports to TA and County. Overall communication with vendor. 3 hrs./week x 46 weeks (34 units @ 3.00 hrs. each @ \$185.00 /hr. = \$18,870.00) <p>----- Subscriber -----</p>	(Vendor) RCC	\$103,230.00

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 30, 2011

<div>-<ul style="list-style-type: none">Project management/Quality Assurance - Coordinate schedule between the vendor and the County, overseeing the subscriber rebanding process, resolving issues and answering questions from vendor and County, reviewing plan, quality and status reports. 4 hrs. per week x 20 weeks at \$185/hr. (10 weeks for first touch & 10 weeks for second touch) (14 units @ 4.00 hrs. each @ \$185.00 /hr. = \$10,360.00)<div>----- Testing -----</div><ul style="list-style-type: none">Participate/train personnel who will Conduct DAQ testing and resolution of punch list items - 2 people (80hrs each) for baseline testing and 2 people (80hrs each) for verification testing. One person in the vehicle and one at the fixed location. Total of 160 hrs. each. 160 hrs. at \$185/hr. x 2 people) (4 units @ 80.00 hrs. each @ \$185.00 /hr. = \$59,200.00)Review coverage data and report. Coordinate schedule with Motorola. Generate recommendation for submission to the County 40 hrs. x \$185/hr. Participation in Functional testing and resolution of punch list items 8 hrs. (48hrs @ \$185.00 /hr. = \$8,880.00)</div>		
<div>V. Engineering Services<div>----- Subscriber -----</div><div>-</div><ul style="list-style-type: none">Subscriber Equipment Templates - Law: 27, Fire: 93, 911: 11, Multitaid: 12 (143 templates/touch) (2 units @ 143.00 hrs. each @ \$43.73 /hr. = \$12,506.78)</div>	(Incumbent) Delaware, County	\$12,506.78
<div><div>----- Infrastructure -----</div><ul style="list-style-type: none">SE - System Engineer (20hrs @ \$190.00 /hr. = \$3,800.00)ST - System Technologist (16hrs @ \$190.00 /hr. = \$3,040.00)<div>----- Professional Services -----</div><div>--</div><ul style="list-style-type: none">SE - System Engineer (80hrs @ \$190.00 /hr. = \$15,200.00)ST - System Technologist (40hrs @ \$190.00 /hr. = \$7,600.00)<div>----- Subscriber -----</div><div>-</div><ul style="list-style-type: none">SE - SE Templates, Procedures for subscribers Support (32hrs @ \$190.00 /hr. = \$6,080.00)ST - ST Templates & Procedures supervision and approvals (151hrs @ \$190.00 /hr. = \$28,690.00)<div>----- Testing -----</div><ul style="list-style-type: none">SE - System Engineer (40hrs @ \$190.00 /hr. = \$7,600.00)ST - System Technologist (43hrs @ \$190.00 /hr. = \$8,170.00)</div>	(Vendor) Motorola	\$80,180.00
<div>VI. Testing</div>	(Vendor)	\$62,183.20

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 30, 2011

<p>----- Testing -----</p> <ul style="list-style-type: none">• MSS - Pre Rebanding Benchmark Testing (78hrs @ \$228.00 /hr. = \$17,784.00)• MSS - Post Rebanding Testing (78hrs @ \$228.00 /hr. = \$17,784.00)• MSS - Functional Acceptance Testing (9hrs @ \$228.00 /hr. = \$2,052.00)• MSS - VSWR / Continuity Sweep of Replaced Antennas (24hrs @ \$228.00 /hr. = \$5,472.00)• MSS - Method III Testing (160hrs @ \$119.32 /hr. = \$19,091.20)	Motorola	
<p>VII. Travel (except third party legal, which should be included in Contract, Legal and Regulatory Filings)</p> <p>----- Professional Services -----</p> <p>--</p> <ul style="list-style-type: none">• TE - Travel Expenses (1 @ \$45,212.00 /unit = \$45,212.00)	(Vendor) Motorola	\$45,212.00
<p>----- Infrastructure -----</p> <ul style="list-style-type: none">• Travel Costs - 2 trips at \$600 per trip for infrastructure reconfiguration (2 @ \$600.00 /unit = \$1,200.00) <p>----- Professional Services -----</p> <p>--</p> <ul style="list-style-type: none">• Other Travel - 4 trips (3 @ \$600.00 /unit = \$1,800.00) <p>----- Subscriber -----</p> <p>-</p> <ul style="list-style-type: none">• Travel Costs - \$600 per trip - 6 trips (3 trips for first touch + 3trips for second) (6 @ \$600.00 /unit = \$3,600.00) <p>----- Testing -----</p> <ul style="list-style-type: none">• Travel for testing (2 people x (\$350 airfare x 2 trips + 5 days x \$150 per diem) + 10 days x \$75 car rental) (1 @ \$4,450.00 /unit = \$4,450.00)	(Vendor) RCC	\$11,050.00
<p>VIII. Contract, Legal and Regulatory Filings (includes all third party tasks, including project management, travel)</p> <p>----- Legal -----</p> <ul style="list-style-type: none">• Legal Fees - Internal (True-Up/Close out review, doc review) (60hrs @ \$61.12 /hr. = \$3,667.00)	(Incumbent) Delaware, County	\$3,667.00
<p>----- Legal -----</p> <ul style="list-style-type: none">• Legal Fees to provide legal advice and assistance with respect to the FRA, including negotiating the FRA and related vendor contracts, participating in internal telephone conference calls regarding reconfiguration implementation issues, advising the County on FCC Orders regarding the reconfiguration process and assisting in the FRA reconciliation and closing process (87hrs @ \$420.00 /hr. = \$36,540)	(Vendor) Lukas, Nace, Gutierrez & Sachs 8300 Greensboro Drive, Suite 1200 McLean, VA 22102 ("LNG&S")	\$36,540.00

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 30, 2011

<div>----- Professional Services -----</div> <div>--</div> <div><ul style="list-style-type: none">FCC Licensing Work (1 @ \$1,200.00 /unit = \$1,200.00)</div>	(Vendor) RCC	\$1,200.00
<div>IX. Temporary Costs</div> <div>----- Infrastructure -----</div> <div><ul style="list-style-type: none">Pack replaced antennas/multicouplers for shipment (1hrs @ \$228.00 /hr. = \$228.00)Pack replaced antennas/multicouplers for shipment (1hrs @ \$228.00 /hr. = \$228.00)Pack replaced antennas/multicouplers for shipment (1hrs @ \$228.00 /hr. = \$228.00)Pack replaced antennas/multicouplers for shipment (1hrs @ \$228.00 /hr. = \$228.00)Pack replaced antennas/multicouplers for shipment (1hrs @ \$228.00 /hr. = \$228.00)Pack replaced antennas/multicouplers for shipment (1hrs @ \$228.00 /hr. = \$228.00)Pack replaced antennas/multicouplers for shipment (1hrs @ \$228.00 /hr. = \$228.00)Pack replaced antennas/multicouplers for shipment (1hrs @ \$228.00 /hr. = \$228.00)Pack replaced antennas/multicouplers for shipment (1hrs @ \$228.00 /hr. = \$228.00)Pack replaced antennas/multicouplers for shipment (1hrs @ \$228.00 /hr. = \$228.00)Pack replaced antennas/multicouplers for shipment (1hrs @ \$228.00 /hr. = \$228.00)</div>	(Vendor) Motorola	\$2,736.00
<div>X. Infrastructure Reconfiguration - Equipment / Software</div> <div>----- Sch C Equipment -----</div> <div>--</div> <div><ul style="list-style-type: none">RFS Antenna 845.5-880.5MHZ OMNI 10DB - Model No:DSPD100173 (24 @ \$1,205.30 /Each = \$28,927.20)</div> <div>----- Infrastructure -----</div> <div><ul style="list-style-type: none">MSS - Site & Equipment Coordination for Tower Crew (Est. 6 hr. per site) (24hrs @ \$228.00 /hr. = \$5,472.00)</div> <div>----- Testing -----</div> <div><ul style="list-style-type: none">MSS - Voyager Testing Equipment (2 @ \$3,330.00 /unit = \$6,660.00)</div>	(Vendor) Motorola	\$41,059.20
<div>XI. Planning FRA / Preparation / Negotiation</div> <div>----- Professional Services -----</div> <div>--</div> <div><ul style="list-style-type: none">Consultant - FRA Negotiation Support (30hrs @ \$185.00 /hr. = \$5,550.00)Consulting Manager - FRA Negotiation Support (10hrs @ \$250.00 /hr. = \$2,500.00)True Up & Cost Reconciliation (16hrs @ \$250.00 /hr. = \$4,000.00)</div>	(Vendor) RCC	\$12,050.00

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 30, 2011

Delaware, County	Incumbent	\$114,817.58
Lukas, Nace, Gutierrez & Sachs	Vendor	\$36,540.00
Motorola	Vendor	\$539,936.20
RCC	Vendor	\$127,530.00
Total Estimated Costs		\$818,823.78

INCUMBENT CERTIFICATION

Pursuant to the Order, Incumbent hereby certifies to the Transition Administrator appointed pursuant to the Order that the funds requested above are the minimum necessary to provide Incumbent reconfigured facilities comparable to those presently in use in a manner that is reasonable, prudent and timely. Incumbent further certifies, to the best of Incumbent’s knowledge, that any vendor costs identified on the Schedule C are comparable to costs previously charged by each such vendor to Incumbent.

SCHEDULE D

EQUIPMENT

Incumbent: Delaware County, OH

1) Loaned Reconfiguration Equipment (provided by Nextel)

Quantity	Manufacturer	Description	Model Number	New/Used
12	CMC	Directional Coupler (each with N connector)	CMC441381N	Used
2	Motorola	XTL5000 dash mount mobile radio	M28URS9PW2AN	Used
2	Motorola	XTS5000 model II portable radios	H18UCF9PW6AN	Used

2) Motorola Schedule D Equipment (to be provided by Motorola) - Motorola radios and flash-kits and accessories only

- a) Reserved
- b) Motorola Subscriber Services will not be provided for the following Motorola Schedule D Equipment

Quantity	Description	Radio Software	Encryption	Model Number
877	Flash Kit(Flashes)	SmartZone		Flash Kit

SCHEDULE E

Product Typical Values

(1) Motorola Equipment

Item	Rebanding Product Typical Value (% are discount off list price)
Mobile, High Spec (XTL2500 RB)	\$ 2,050
Accessories & Options	
SmartZone Operation	\$ 162
Digital Operation	\$ 234
Siren	\$ 637
Consollette Power Kit	\$ 500
Consollette Tone Remote	\$ 475
DTMF Microphone	\$ 180
DEK	\$ 475
Extra Loud Speaker	\$ 106

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 30, 2011

Dual Control Head	\$ 575
Dual Control Head Mic	\$ 80
Dual Control Head Cable	\$ 95
Dual Control Head Speaker	\$ 60
Multi-Radio SW Kit	\$ 750
Multi-Radio HW Kit	\$ 1,750
Emergency foot pedal	\$ 55
AUXILIARY SWITCH PANEL	\$ 165
Mobile UCM	\$ 750
Key Lock Mounting	\$ 40

Item	Rebanding Product Typical Value (% are discount off list price)
Mobile, Low Spec (XTL1500 RB)	\$ 1,516
Accessories & Options	
SmartZone Operation	\$ 58
Digital Operation	\$ 72
Extra Loud Speaker	\$ 106
Emergency foot pedal	\$ 55
AUXILIARY SWITCH PANEL	\$ 165
Key Lock Mounting	\$ 40

Item	Rebanding Product Typical Value (% are discount off list price)
Mobile (XTL5000)	18%
Accessories & Options	
XTL5000 Options	18%
Motorcycle Mounting	\$ 400
Motorcycle Housing	\$ 900

Item	Rebanding Product Typical Value
Portable, High Spec (XTS2500 III RB)	\$ 2,375.00
Accessories & Options	
SmartZone Operation	\$ 200
Digital Operation	\$ 400
Upgrade Both Kit Batteries to HICAP	\$ 140
Spare Battery HICAP	\$ 145
Portable Cables	\$ 251
Carry Case	\$ 60
Charger	\$ 165
PSM	\$ 150
RF Switch	\$ 140
RSM	\$ 97
Headset	\$ 439
Programming Software	\$ 265
Vehicular Charger	\$ 95
Portable UCM	\$ 750
Multi-unit Charger	\$ 788

Item	Rebanding Product Typical Value
Portable, Low Spec (XTS1500 I RB)	\$ 1,120

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 30, 2011

Accessories & Options	
SmartZone Operation	\$ 150
Digital Operation	\$ 130
Upgrade Both Kit Batteries to HICAP	\$ 140
Spare Battery HICAP	\$ 145
Portable Cables	\$ 251
Carry Case	\$ 60
Charger	\$ 165
RSM	\$ 97
Headset	\$ 439
Programming Software	\$ 265
Vehicular Charger	\$ 95
Multi-unit Charger	\$ 788

	Rebanding Product Typical Value (% are discount off list price)
Item	
Accessories & Options	
All accessories not listed above	5%

(2) Replacement Equipment

The Product Typical Values for Replacement Equipment shall be:

- a. for Replacement Equipment set forth on Schedule C, the cost shown on Schedule C for the item of Replacement Equipment; or
- b. for Replacement Equipment comprising EFJohnson 5100 & 5300 series radios and associated accessories, the most recent list price as of the date a reconciliation statement is sent to Incumbent by Nextel, less 25%

Exhibit A

Incumbent Information

The following questions are required for processing Electronic Funds Transfers and if Incumbent wants Nextel to complete the FCC filings on its behalf. All information contained herein shall be kept strictly confidential and will be used only in completion of the Frequency Reconfiguration transaction.

- I. INCUMBENT INFORMATION
- II. BANK ACCOUNT INFORMATION (Required for payment processing.)
- III. TAX INFORMATION

The Internal Revenue Service and state tax authorities require Nextel to report all transactions, even if the transaction is exempt from taxation (if so, it will be reported to the IRS as a like-kind exchange). Therefore, it is necessary for Nextel to collect the information below. If you have specific questions about your tax implications in this transaction, you should consult your own accountant or financial advisor.

IV. REGULATORY INFORMATION

Exhibit B

B1

Reconciliation Documentation
Certification of Labor

Incumbent hereby certifies that the internal labor information provided under the Agreement is true and complete to the best of Incumbent's knowledge. Incumbent further certifies that the number of planning and reconfiguration tasks that the Incumbent performed using internal labor for each labor category on the TA-approved Cost Estimate (as that term is defined in the Agreement) ("Units") and/or the number of internal labor hours incurred in performing planning and reconfiguration tasks for each labor category on the TA-approved Cost Estimate ("Hours") were for 800 MHz Reconfiguration and have been documented in accordance with the TA's policy on Incumbent Labor at <http://www.800ta.org/content/PDF/policy/IncumbentLaborRatePolicy.pdf> as of the date of this statement. Incumbent acknowledges that the reconciliation documentation and related supporting records for the Agreement are subject to

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 30, 2011

the TA’s Review Rights (as that term is defined in the Agreement).

Exhibit B
(B-2)
Reconciliation Documentation
Time Sheet Documentation

THIS IS AN EXAMPLE DOCUMENT
THE ACTUAL DOCUMENT IS AVAILABLE FROM THE NEXTEL FINANCE DEPT.

Incumbent: Delaware County, OH DL8910427785

Name	(1)Date	(2) <u>Schedule C</u> Category of Work	Description of Work Performed (ties back to <u>Schedule C</u>)	Actual Hours Worked	(3)Rate (hourly)	Total Cost
TOTAL COST						\$

CERTIFICATION:

Incumbent hereby certifies that the internal labor information provided for the Agreement with Nextel (the “FRA”) is true and complete to the best of Incumbent's knowledge. Incumbent further certifies that the number of reconfiguration tasks that the Incumbent performed using internal labor for each labor category on the TA-approved Cost Estimate (as that term is defined in the FRA) (“Units”) and/or the number of internal labor hours incurred in performing reconfiguration tasks for each labor category on the TA-approved Cost Estimate (“Hours”) were for 800 MHz Reconfiguration and have been documented in accordance with the TA's policy on Incumbent Labor Reimbursement at http://www.800ta.org/content/resources/Incumbent_Labor_Reimbursement_Policy.pdf as of the Effective Date of the FRA. Incumbent acknowledges that the reconciliation documentation and related supporting records for the FRA are subject to the TA’s Review Rights (as that term is defined in the FRA).

Incumbent: Delaware County, OH
Name: _____
Signature: _____
Title: _____
Date: _____

- (1) Separate entries for each date when labor expense was incurred must be provided on a per employee basis. Date ranges will not be accepted.
- (2) A total should be provided for each Schedule C category. Subtotals can be provided within the page or a separate page can be used for each category/grouping.
- (3) Hourly rates may not exceed the Schedule C negotiated rate for similar reconfiguration/planning activities unless accompanied by an approved Change Notice that explains why a higher rate was necessary to complete reconfiguration.

Exhibit B
(B-3)
Reconciliation Documentation
Per Unit Summary Documentation

THIS IS AN EXAMPLE DOCUMENT
THE ACTUAL DOCUMENT IS AVAILABLE FROM THE NEXTEL FINANCE DEPARTMENT

Incumbent: Delaware County, OH DL8910427785

(1) <u>Schedule C</u> Category of Work	Description of Work Performed (ties back to <u>Schedule C</u>)	(2) Quantified Units	(3) Rate (Per Unit)	Total Cost
				\$

CERTIFICATION:

Incumbent hereby certifies that the internal labor information provided for the Agreement with Nextel (the “FRA”) is true and complete to the best of Incumbent's knowledge. Incumbent further certifies that the number of reconfiguration tasks that the Incumbent performed using internal labor for each labor category on the TA-approved Cost Estimate (as that term is defined in the FR) (“Units”) and/or the number of internal labor hours incurred in performing planning and reconfiguration tasks for each labor category on the TA-approved Cost Estimate (“Hours”) were for 800 MHz Reconfiguration and have been documented in accordance with the TA's policy on Incumbent Labor Reimbursement at http://www.800ta.org/content/resources/Incumbent_Labor_Reimbursement_Policy.pdf as of the Effective Date of the FRA. Incumbent acknowledges that the reconciliation documentation and related supporting records for the FRA are subject to the TA’s Review Rights (as that term is defined in the FRA).

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 30, 2011

Incumbent: Delaware County, OH

Name: _____

Signature: _____

Title: _____

Date: _____

- (1) A total should be provided for each Schedule C category. Subtotals can be provided within the page or a separate page can be used for each category/grouping.
- (2) A detailed list identifying the individual units (by serial number or other unique identifying factor) must be provided in addition to this summary document.
- (3) Per unit rates may not exceed the Schedule C negotiated rate for similar reconfiguration/planning activities unless accompanied by an approved change notice that explains why a higher rate was necessary to complete reconfiguration/planning.

EXHIBIT C
STATEMENT OF WORK
Delaware County, Ohio

See full SOW for details

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 30, 2011

DELAWARE COUNTY, OH

800 MHZ REBANDING PLAN

800 MHz Stage 2 (NPSPAC) Rebanding Plan & Estimate

For

Delaware County, OH

September 8, 2009

By:



RCC Consultants, Inc.

4900 Cox rd, Suite 235

Glen Allen, VA 23060

Tel: (804) 353-0300

**COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 30, 2011**

DELAWARE COUNTY, OH

800 MHZ REBANDING PLAN

Background

The County of Delaware, Ohio owns and operates an ASTRO 25 800 MHz Simulcast trunked radio system that is used to support its public safety operations.

Delaware County has two dispatch centers located at Delaware County 911 and Delaware City Dispatch. The dispatch center located at Delaware County 911 has twelve operator positions and Delaware City Dispatch has two operator positions. There are 685 portable radios and 336 mobile radios affiliated with the system.

The County's radio licenses in the 800 MHz band are affected by the "Rebanding" initiative mandated by the Federal Communications Commission. Many 800 MHz public safety licensees filed interference complaints with the FCC against Commercial Mobile Radio Service providers ("CMRS") who also operate in the 800 MHz band. CMRS providers currently operate on frequencies interleaved closely with spectrum authorized to public safety licensees. To resolve the interference problem, the FCC acted on July 8, 2004, by adopting *Report and Order, Fourth Report and Order, Memorandum Opinion and Order, and Order (FCC 04-168)*.

FCC 04-168 identifies numerous requirements, guidelines, best practices and boundaries for the rebanding effort. Included in these Report and Order documents are administration guidelines for reimbursement of rebanding costs and schedules. In order to facilitate, coordinate and mediate the rebanding of licensees and CMRS providers, the FCC has authorized and commissioned the auspices of a Transition Administrator. The TA has scheduled the rebanding transition into four nationwide "waves." The waves are comprised of groups of National Public Safety Planning Advisory Committee (NPSPAC) regions. Delaware County is included in Region 33, which is in the fourth wave of licensees to be rebanded.

Delaware County, OH ("the County") owns and operates, and is the license holder for an ASTRO 25 800 MHz Simulcast trunked radio system that is used to support the first responder operations in the county. The system is a twelve-site (12) seven channel (7), digital Motorola ASTRO 6.9 simulcast system. The County also utilizes all five NPSPAC mutual aid channels in their portable and mobile radios.

The system supports 8 law enforcement departments, 13 fire departments, Delaware County EMS and EMA, as well as additional city, county, EMS and college interoperability partners on a daily basis.

The system operates approximately 1012 voice subscriber units plus 14 associated control stations. With the mutual aid partners, it is estimated that 1404 units will be affected by the rebanding.

Delaware County radio licenses, WQDF421 and WQDF578 are affected by Rebanding. In addition, the City of Powell, license WPGR356, has authorized the County's Emergency Services Department to provide the rebanding services for its license; City of Powell operates under license WPGR356. The City of Powell subscriber units are part of the County's total unit count. The County is currently in the process of licensing the frequency under the above



RCC CONSULTANTS, INC.

PAGE 1

mentioned license. The County has six months to implement this additional channel as part of a grant pending the released of the replacement frequency by Sprint/Nextel. If the frequency is not released before rebanding, a change order will have to take place in order to add the cost to reband the additional channel.

Call sign WPCJ420 is inactive, this call sign was licensed to the City of Delaware, the City has become part of the County system.

This rebanding plan will propose a method and develop a cost estimate to retune the County's radio systems in order to operate on the new frequencies.

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 30, 2011

Current System Configuration
Primary System

The County currently operates a 12-site; 7-channel Motorola ASTRO25 6.9 simulcast trunked radio system. The twelve transmit sites are:

Site Name (Address)	Latitude	Longitude
283 W GRANVILLE ST SUNBURY, DELAWARE County, OH	40-14-28.2 N	082-52-01.6 W
4095 STATE ROUTE 203 RADNOR, DELAWARE County, OH	40-22-43.5 N	083-08-59.3 W
245 W HIGH ST ASHLEY DELAWARE County, OH	40-24-31.7 N	082-57-47.7 W
12844 OLIVE GREEN ROAD SUNBURY, DELAWARE County , OH	40-19-06.3 N	082-49-38.6 W
7049 BIG WALNUT ROAD GALENA, DELAWARE County, OH	40-10-53.2 N	082-54-42.1 W
6457 US ROUTE 36 WEST OSTRANDER, DELAWARE County, OH	40-16-53.3 N	083-10-55.4 W
1500 Columbus Pike DELAWARE, DELAWARE County, OH	40-16-16.0 N	083-04-18.0 W
7990 DUBLIN ROAD DELAWARE, DELAWARE County, OH	40-11-35.8 N	083-08-50.8 W
1251 US HIGHWAY 23 NORTH DELAWARE, DELAWARE County, OH	40-19-15.2 N	083-04-19.1 W
815 SHANAHAN ROAD LEWIS CENTER, DELAWARE County, OH	40-12-37.6 N	083-01-26.5 W
444 LAZELLE ROAD COLUMBUS, DELAWARE County, OH	40-08-14.0 N	082-59-44.0 W
201 DUNHAM ROAD DELAWARE, DELAWARE County, OH	40-16-11.9 N	082-57-48.9 W

DELAWARE COUNTY, OH800 MHZ REBANDING PLAN

The tables below indicate the current and new frequency assignment following the reconfiguration under licenses WQDF421, WQDF578 and WPGR356. The frequency for the City of Powell is a new frequency for the Delaware County system.

Trunking Frequencies					
Genoa Township, Medic 4 Radnor, Medic 2 Sunbury, Medic 6 Olive Green, Medic 5 Ashley, Medic 8 Ostrander					
FCC Call Sign	Channel #	Original Frequencies		After Re-banding	
		Transmit frequency, MHz	Receive frequency, MHz	Transmit frequency, MHz	Receive frequency, MHz
WQDF421	CC1	868.8375	823.8375	853.8375	808.8375
WQDF421	CC2	868.5875	823.5875	853.5875	808.5875
WQDF421	CC3	867.8750	822.8750	852.8750	807.8750
WQDF421	CC4	867.6500	822.6500	852.6500	807.6500
WQDF421	V5	867.2875	822.2875	852.2875	807.2875
WQDF421	V6	866.8625	821.8625	851.8625	806.8625
WQDF421	V7	866.0875*	821.0875	851.0875**	806.0875

Notes: Those frequencies impacted by rebanding are marked in bold.
* BSI pre-rebanding – this is a control channel.
** BSI post rebanding - will not cause a change in the control channel list.
*** There are 2 BSIs on the same frequency due to two calls signs. Relicensing may be required.

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 30, 2011

DELAWARE COUNTY, OH

800 MHZ REBANDING PLAN

Trunking Frequencies					
Prime Site, Delaware South, Columbus North, Dunham Road, Ohio MARCS Riverview, Shanahan Rd,					
FCC Call Sign	Channel #	Original Frequencies		After Re-banding	
		Transmit frequency, MHz	Receive frequency, MHz	Transmit frequency, MHz	Receive frequency, MHz
WQDF578	CC1	868.8375	823.8375	853.8375	808.8375
WQDF578	CC2	868.5875	823.5875	853.5875	808.5875
WQDF578	CC3	867.8750	822.8750	852.8750	807.8750
WQDF578	CC4	867.6500	822.6500	852.6500	807.6500
WQDF578	V5	867.2875	822.2875	852.2875	807.2875
WQDF578	V6	866.8625	821.8625	851.8625	806.8625
WQDF578	V7	866.0875*	821.0875	851.0875**	806.0875

Notes: Those frequencies impacted by rebanding are marked in bold.
* BSI pre-rebanding – this is a control channel.
** BSI post rebanding - will not cause a change in the control channel list.
*** There are 2 BSIs on the same frequency due to two calls signs. Relicensing may be required.

Trunking Frequencies					
City of Powell Water Tower					
FCC Call Sign	Channel #	Original Frequencies		After Re-banding	
		Transmit frequency, MHz	Receive frequency, MHz	Transmit frequency, MHz	Receive frequency, MHz
WPGR356	V1	852.0375	807.0375	856.0625	811.0625

The frequency under license WPGR356 will be used to add an additional channel to the Delaware County system.

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 30, 2011

Mutual Aid Frequencies

Delaware County has 5 nationwide mutual aid channels programmed in their subscribers in a repeat mode, which are used for interoperability with other counties surrounding Delaware or to talk to other agencies throughout the state. In addition, the subscribers are also programmed with the five 800MHZ base NPSPAC channels for talk-around operation.
The mutual aid channels are listed in the table below.

Channel	Prior to Reconfiguration Mobile Frequency (MHz)	Following Reconfiguration Mobile Frequency (MHz)
Calling	821.0125	806.0125
ITAC1	821.5125	806.5125
ITAC2	822.0125	807.0125
ITAC3	822.5125	807.5125
ITAC4	823.0125	808.0125
ICALLTA	866.0125	851.0125
ITAC1TA	866.5125	851.5125
ITAC2TA	867.0125	852.0125
ITAC3TA	867.5125	852.5125
ITAC4TA	868.0125	853.0125

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 30, 2011

Rebanding Requirements

Throughout the rebanding process, the County requires that its system operations be maintained to a high degree to minimize the potential impact on Public Safety personnel. Therefore, the County identifies the following requirements be met during rebanding, in order to ensure minimum disruption of service.

1. Maximize System Availability.
 - a. Minimum Reduction in Channel Capacity.
 - b. No Reduction in Coverage/No Site Orphaning.
 - c. No System Outages.
 - d. Maintain Trunking Operations.
 - e. No Degradation in System Access/Audio Quality.
2. Maximize System Functionality.
 - a. No Reduction in Subscriber, Dispatch, and Infrastructure Feature Sets.
 - b. Preservation of Intra-County and Inter-Jurisdiction Interoperability.
3. Minimize Subscriber and Infrastructure Reprogramming Efforts.
4. Pre-Testing of All Upgraded System Equipment Prior to Cutover.
 - a. New/Upgraded Infrastructure.
 - b. New/Modified Radio Programming Templates.
 - c. Subscriber and Infrastructure Service Alignments.
5. Documentation.
 - a. Detailed Design.
 - b. Cutover Plan.
 - c. ATP (Acceptance Testing).
 - d. Pre- & Post-Rebanding Coverage Modeling.
 - e. Software Version Control.
 - f. Programming As-Builts.
 - g. Optimization/Level Setting As-Builts.
 - h. New Equipment Training Guides.
6. Scheduling Constraints
 - a. Avoid Highest Calls for Service Seasonal Timeframes.
 - b. Perform Work During "Quietest" Periods of Day.
 - c. Maximum Coordination with County User Agencies/Central Dispatch.
7. Rebanding System Support.
 - a. Certified Configuration/Software.
 - b. Lab- & Field-Tested Configuration.
 - c. Long-Term Parts Availability
 - d. Rebanding System Warranty.

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 30, 2011

Anticipated Process and Timeline

Rebanding of the Delaware County system will comply with the process and timeline defined by the Transition Administrator (TA). The high-level procedure that the County will follow is outlined below:

- Development of rebanding plan and cost estimate: The County is in the process of establishing this document as its rebanding plan and will establish a cost estimate in conjunction with this plan.
 - Negotiate an agreement with Nextel: The County will negotiate a Frequency Reconfiguration Agreement (FRA) with Nextel that outlines the system to be rebanded, the procedure for rebanding, the replacement frequencies, the costs associated with rebanding, the timeline, and appropriate terms and conditions.
 - Perform the reconfiguration: The actual reconfiguration will follow the procedure outlined in the reconfiguration handbook developed by the Transition Administrator and repeated below:
 1. FCC applications filed and granted for new frequencies:
 2. Nextel clears frequencies:
 3. Baseline testing performed:
 4. Delaware County relocates to new frequencies:
 5. Verification testing performed:
 6. Channel surrender applications are filed with the FCC to clear old frequencies:
 7. Delaware County and Nextel certify completion and cost true-up:
 8. Delaware County completes other FCC filing: Certification of Construction
-

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 30, 2011

Recommended Rebanding Procedure

Trunking System

The basic approach to rebanding the Delaware County system will be, first, to reprogram the entire radio fleet to include the seven replacement trunking frequencies and the new nationwide NPSPAC MUTUAL AID calling and TAC frequencies. Reprogramming of a large fleet of radios will require a precise schedule and efficient coordination. The County, RCC and Motorola will work closely to develop a reprogramming schedule that conforms as closely as possible to the County's standard maintenance policy, but also takes into account the required rebanding schedule. The current plan anticipates programming of all portable radios off-shift, whenever possible, to minimize disruption for the users. Mobile radios will require a more structured coordination due to their typical 24-hour use. The County will give advance notice to the users as to the date, times and locations where the radios can be brought for rebanding. Contingency plans will be developed for making all radios available for reprogramming.

Once the fleet has been updated, the technicians can start the replacement of any equipment identified for replacement in the SAR. Subsequently, all channels in the simulcast system will be rebanded. The 7 channels for the Delaware County system will be rebanded in four separate phases. The retuning of phases 1, 2 and 3 will begin by shutting down 2 channels at a time common to a single combiner. Most likely the 2 channel phase will include a control and a voice channel. Phase 4 will reband the last remaining control channel. While the combiner ports are being retuned, their 2 associated repeaters must be returned to the new frequencies. Once acceptable performance of the partially rebanded channels has been verified, the retuning of the other banks of channels will be performed in a similar manner. Once all 7 channels have been completed and verified the system will revert back to its full 7-channel capacity. Once each phase is started and the channels are shut down, the system will be operating on only 5 channels, which will result in diminished capacity. Therefore, the FNE portion of the rebanding process must be coordinated on days and times the system is not in heavy demand. The FNE retuning will be performed quickly in order to minimize the time that the County is exposed to the reduced capacity. To minimize this time, a total of 13 technical teams will be utilized, one at each transmit site and one at the Master site, to perform the infrastructure retuning.

Delaware County intends on using the radio system vendor, Motorola and their local authorized service facilities, to reconfigure the subscribers and FNE equipment, the County radio department will participate and supervise during all the process.

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 30, 2011

DELAWARE COUNTY, OH

800 MHZ REBANDING PLAN

Detailed Procedure/Statement of Work

Motorola has provided a detailed statement of work and project implementation plan in their rebanding proposal to Delaware County. This SOW is submitted as an attachment to this document.

Recommended Baseline Tests

Prior to beginning the reconfiguration, a performance baseline must be established. This is necessary in order to have a baseline to compare against once the retuning is complete to ensure that a system of at least comparable performance is maintained.

This baseline will include the coverage performance and audio quality of the system. The coverage performance verification test will incorporate automated Bit Error Rate (BER) and audio voice quality testing (DAQ). The automated signal BER level verification procedure is provided by Motorola in their rebanding proposal, and it includes a representative sample of 600 test points (grids) throughout the County. The DAQ testing will be conducted by RCC and Delaware County on the same 600 points used in the BER automated test.

Coverage performance for the Delaware County communications system will be evaluated by conducting the following baseline and verification tests:

Motorola will conduct the baseline testing by using Method I and Method III RF Performance test for the Simulcast System, method III will include automated BER measurements.

Following reconfiguration, it is recommended that a duplication of the coverage performance test described above be performed. The results of post-rebanding functional and coverage tests will then be used to determine if the rebanded system is comparable to the system prior to rebanding.

Coverage Performance Analysis

Per the request of Delaware County, Ohio, Motorola will perform a detailed Coverage Performance Analysis. The County along with RCC Consultants will perform a detailed Voice-Quality Analysis. The following Coverage Performance Verification plan is being proposed for The Delaware County's radio system.

Rebanding the Delaware County's radio infrastructure will involve the modification and replacement of RF-sensitive equipment that could impact radio system coverage. Before rebanding activities begin, Motorola will gather signal strength coverage data in the form of Bit error Rate (BER) measurements; the County and RCC will gather Delivered Audio Quality (DAQ) data to determine the existing system voice quality performance. First, a Coverage Performance Baseline (CPB) will be performed before any RF-sensitive equipment is modified or replaced. The CPB will be performed on the street using test equipment installed in a vehicle. The purpose of the CPB is not intended to determine the full extent of the system's coverage, but to provide a baseline for comparison after all work is complete. The information collected from this plan will be Bit Error Rate an in-building simulation by using a 20dB pad. RCC and

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 30, 2011

DELAWARE COUNTY, OH

800 MHZ REBANDING PLAN

Delaware County will conduct the voice quality test calls (both inbound and outbound) The DAQ tests will be performed at various locations identified by grids within the service area. The test calls will require that the vehicle stop at locations selected by the County until a voice test message of one sentence from the vehicle to the dispatcher and a message of one sentence from the dispatcher to the vehicle is completed. A scoring process based upon DAQ 3.4 definitions as set forth in TIA TSB-88 for Public Safety systems shall be assessed. Scoring will be performed by County and RCC representatives. A method for resolving discrepancies between representative audio quality assessments shall be agreed upon before the Coverage Performance Analysis begins.

At the completion of rebanding activities, Motorola, the County, and RCC will collect Coverage Baseline Verification (CBV) data. The CBV data will be collected in an identical manner to the CPB. The data from the CPB and CBV will be compared to verify that all rebanded equipment is operating properly.

A Coverage Performance Plan (CPP) is included in this proposal. This CPP provides details of the CPB and CBV will be performed.

Because of statistical probabilities, data collected from both activities typically will not be identical, even if the radio system is performing at an equal level. The quantity of passing data points from each data collection will be compared..

The following conditions would be considered a “pass”:

- Pre and Post testing is equivalent
- Post testing is better than pre testing, to any degree (1%, 5% or more)

The following condition would be considered a “fail”:

- Post testing is worse than pre testing

The individual passing points will not be compared; only the total percentage of passing points from each activity. The pass/fail BER level will be 2.6%BER. This is a calibration number rather than a pass/fail level corresponding to the performance of a specific radio. For this reason, the pass/fail percentages cannot be compared to system coverage maps or the original system coverage performance tests. This number is used only to establish a comparison of coverage performance before and after rebanding.

Motorola will provide a report indicating the results of the coverage performance verification.

Delaware County will provide portable radios, a county vehicle and a driver and one additional person at the dispatch end and for the duration of the studies. All people participating in the DAQ test will receive training by listening to the Audio quality CD and agree on a scoring method. RCC will provide 2 people – one to run voice quality testing in the vehicle and one to assist at dispatch.

 **RCC CONSULTANTS, INC.**

PAGE 11

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

RESOLUTION NO. 11-696

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND MOTOROLA SOLUTIONS, INC. FOR THE REVISED RECONFIGURATION IMPLEMENTATION PHASE FOR THE COUNTYWIDE DIGITAL 800 MHZ RADIO SYSTEM:

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

Whereas, The 911 Communications Director And The Public Safety Systems Administrator recommend the agreement between The Delaware County Board Of Commissioners and Motorola Solutions, Inc. for the revised reconfiguration implementation phase for The Countywide Digital 800 Mhz Radio System;

Now Therefore Be It Resolved That The Delaware County Board Of Commissioners Approve the agreement

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 30, 2011

between The Delaware County Board Of Commissioners and Motorola Solutions, Inc. for the revised reconfiguration implementation phase for The Countywide Digital 800 Mhz Radio System;

Reconfiguration Implementation Phase Agreement

Motorola Solutions, Inc. (“Motorola”) and **Delaware County, Ohio**, (“Customer” or “Licensee”), whose main address is **10 Court Street, Delaware, OH 43015**, enter into this Reconfiguration Implementation Phase Agreement (“Agreement”), pursuant to which Licensee will purchase and Motorola will sell the Reconfiguration Implementation Phase products or services described below, and the parties will perform their duties as described in this Agreement. Motorola and Licensee may be referred to individually as a “Party” and collectively as the “Parties.” This Agreement is made with reference to the following recitals.

- A. On August 6, 2004, the Federal Communications Commission (“FCC”) issued a Report and Order FCC 04-168 that modified its rules governing the 800 MHz band to minimize harmful interference to public safety communications systems. On December 22, 2004, the FCC issued a Supplemental Order and Order on Reconsideration FCC 04-294. The August 6 and December 22, 2004 orders, and any supplemental orders issued by the FCC, are collectively referred to as the “Order.”
- B. Pursuant to the Order, certain licensees of 800 MHz channels used in public safety or other systems must relinquish their existing channels and relocate their systems to other licensed channels (“Replacement Channels”); and Nextel Communications, Inc. must relinquish some of its existing channels and must provide and pay relocation funds (“Relocation Funds”) to enable affected licensees (like Licensee) to relocate their systems onto Replacement Channels and reconfigure their systems so that they are “Comparable Facilities” (as defined below).
- C. The FCC has appointed a Transition Administrator (the “TA”) to ensure that the rebanding initiative proceeds on schedule and in a planned and coordinated manner so that disruption to a licensee’s system is minimized. In the TA’s “Reconfiguration Handbook,” the two phases to accomplish reconfiguration are described as the “Reconfiguration Planning Phase” and the “Reconfiguration Implementation Phase.” This Agreement addresses only the Reconfiguration Implementation Phase. Licensee has selected Motorola to provide the “Reconfiguration Implementation Phase Products and Services” (as defined below).
- D. The Parties acknowledge that additional products or services may be needed for Licensee to achieve Comparable Facilities, and these additional products may be provided by other vendors and these additional services may be performed by Licensee’s own personnel or by its other contractors. This Agreement describes only the Reconfiguration Implementation Phase Products and Services that Motorola is providing to Licensee.
- E. This Agreement is not intended to, and does not, apply to the delivery of any products or services that are not related to the Reconfiguration Implementation Phase activities. If Licensee desires to purchase from Motorola products or services that are not related to these reconfiguration activities, including radio feature enhancements, the Parties will document that transaction in another separate contract.

For good and valuable consideration, the Parties agree as follows:

Section 1 EXHIBITS

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits.

- Exhibit A Payment Milestone Schedule
Exhibit B System Acceptance Certificate
Exhibit C Motorola’s Proposal dated **April 9, 2009 (revised 06/17/2009, 08/14/2009, 09/10/2009, 03/01/2010, 03/04/2010, 05/07/2010, 01/18/2011 and 03/02/2011)**, which includes all of the “Technical and Implementation Documents” such as (if applicable):
the “Reconfiguration Products List,”
the “Reconfiguration Services Statement of Work” or “SOW,”
the “Reconfiguration Acceptance Test Plan” or “ATP,” and
the “Performance Schedule”

Section 2 DEFINITIONS

In addition to the defined terms above, capitalized terms used in this Agreement have the following meanings:

- 2.1. “Acceptance Tests” means those tests described in the Reconfiguration ATP, the primary purpose of which is to verify that the Licensee’s System has been relocated onto Replacement Channels and reconfigured consistently with this Agreement.
- 2.2. “Benchmark Tests” means the initial tests performed by Motorola on behalf of Licensee to determine the current condition, capability, and functionality of Licensee’s System. Depending on the complexity and specific requirements of the reconfiguration efforts, the Benchmark Tests may include testing of some or all of the following: channel capacity, signaling capacity, baud rate and access time, geographic coverage, penetration, redundancy, and

**COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 30, 2011**

other functional and operational capabilities and limitations of Licensee's existing facilities. The precise requirements of the Benchmark Tests are (or by change order will be) described in the Reconfiguration Services Statement of Work. Qualified representatives of Licensee may observe the performance of the Benchmark Tests.

2.3. "Comparable Facilities" means , as more fully described at Section 90.699(d) of the FCC's Rules, 47 C.F.R. §90.699(d), and as interpreted by the FCC in its orders and rulings, the Licensee's System (including the subscriber radio equipment) having the same operational capabilities that existed before relocation, specifically (1) equivalent channel capacity; (2) equivalent signaling capacity, baud rate, and access time; (3) coextensive geographical coverage; and (4) equivalent operating costs.

2.4. "Confidential Information" means any information that (a) is disclosed in written, graphic, oral, or machine-recognizable form, and is marked, designated, labeled or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential or proprietary at the time of disclosure and is confirmed in writing within ten (10) days of the disclosure, or (b) is a subsequent oral communication of prior written Confidential Information already protected under Section 13 of the Agreement. Confidential Information does not include any information that: (i) is or becomes publicly known through no wrongful or negligent act of the receiving party; (ii) is already known to the receiving party without restriction when it is disclosed; (iii) is, or subsequently becomes, rightfully and without breach of this Agreement, of any other agreement between the Parties or of any applicable protective or similar order, in the receiving party's possession without any obligation restricting disclosure; (iv) is independently developed by the receiving party without breach of this Agreement; or (v) is explicitly approved for release by written authorization of the disclosing party.

2.5. "Contract Price" means the price for the Reconfiguration Implementation Phase Products and Services, excluding any applicable sales or similar taxes. The Contract Price also excludes the pricing for any Rebanding Radios, Non-Kit Accessories, and Flash Kits which will be invoiced directly to Nextel pursuant to Section 5.2.1.1.

2.6. "Cost Estimate" means the Licensee's certified estimate of costs as provided to Nextel and the TA submitted in conjunction with a request for Relocation Funds to provide Comparable Facilities.

2.7. Reserved

2.8. "Customer Suitability Assessment" means the initial assessment services performed by Motorola to determine whether Licensee's System (infrastructure) is suitable for updating using the Motorola Software that has been especially modified for purposes of the 800 MHz band reconfiguration.

2.9. "Effective Date" means that date upon which all Parties have executed this Agreement.

2.10. "Field Services" means the reflashing and installation of a Flash Kit (as defined in Section 3.1.4), firmware, programming, creation of user templates and/or setting of local configurations or other on-site services in accordance with the FCC's 800MHz band plan on Licensee's System.

2.11. "Force Majeure" means a material event, circumstance, or act of a third party (including Nextel or the TA) that is beyond a Party's reasonable control. An act of God, the public enemy, a government entity, or another Party (including another Party's failure to comply with the 800 MHz Rules); strikes or other labor disturbances, general unavailability of necessary materials, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots are examples of a Force Majeure.

2.12. "Infringement Claim" means a third-party claim alleging that the Reconfiguration Implementation Phase Products manufactured by Motorola or any Motorola Software infringes upon the third-party's United States patent or copyright.

2.13. "Motorola Software" means Software that Motorola or its affiliated company owns.

2.14. "Nextel" means Nextel Communications, Inc. and any other affiliate, including Sprint Nextel.

2.15. "Non-Motorola Software" means Software that a party other than Motorola or its affiliated company owns.

2.16. "Non-Kit Accessory" means an accessory that is used for subscriber radios but is not part of the radio kit.

2.17. "Products" means either the hardware, Software, or both, that are provided under this Agreement.

2.18. "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to any documents delivered by Motorola under this Agreement or any Motorola Software or equipment.

2.19. "Rebanding Radio" means a Motorola manufactured rebanding subscriber radio product (mobile or portable), including the accessories in the radio kit, that is designed and manufactured specifically for the 800 MHz rebanding initiative and is designated by Motorola with an "RB" model number.

2.20. "Reconfiguration Implementation Phase Products" mean those Products to be provided by Motorola under

**COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 30, 2011**

this Agreement.

2.21. “Reconfiguration Implementation Phase Services” means those implementation services to be provided by Motorola under this Agreement.

2.22. “Reconfiguration Implementation Phase Products and Services” means those Reconfiguration Implementation Phase Products and Reconfiguration Implementation Phase Services that Motorola sells under this Agreement.

2.23. “Software” means the Motorola and Non-Motorola Software in object code format that is furnished under this Agreement, including any releases or software kits to reprogram radios. This Agreement does not involve any source code.

2.24. “Specifications” means the functionality and performance requirements that are described in the Technical and Implementation Documents.

2.25. “System” means the hardware and software products that comprise the Licensee’s existing 800 MHz radio communications system.

2.26. “System Acceptance” means the Acceptance Tests have been satisfactorily completed.

2.27. “Trade-In Non-Kit Accessory” means a legacy accessory that is used for a Trade-In Radio but is not part of the radio kit, is owned and has been used by the Licensee, and which will be provided to Motorola as a trade-in in exchange for a Non-Kit Accessory on a one-for-one basis.

2.28. “Trade-In Radio” means a radio (whether manufactured by Motorola or any other manufacturer) that is owned and has been used by a Customer, and which will be provided to Motorola as a trade-in in exchange for an Rebanding Radio on a one-for-one basis.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. SCOPE OF WORK.

3.1.1. General. The Parties will perform their respective contractual responsibilities in accordance with this Agreement, including the Technical and Implementation Documents.

3.1.2. Licensee Responsibilities. Licensee is responsible for all activities that are reasonable, necessary and prudent to make the Licensee’s System satisfy the Comparable Facilities standard. Licensee has selected Motorola to assist it in accomplishing these activities and has determined that the Reconfiguration Implementation Phase Products and Services are necessary for Licensee’s System to satisfy the Comparable Facilities standard.

3.1.2.1. Licensee will designate a project manager who will be Licensee’s point of contact person. Licensee will employ reasonable efforts to assist Motorola in providing the Reconfiguration Implementation Phase Services, and will provide reasonable and timely access to Licensee’s equipment, facilities, personnel and relevant information.

3.1.2.2. Licensee has contracted with Nextel in a Frequency Reconfiguration Agreement (“FRA”) which, among other things, contractually obligates Nextel to pay directly to Motorola the Contract Price. Promptly after execution of the FRA, Licensee will provide to Motorola a copy of those portions of the FRA that pertain to Motorola’s services, products, pricing and payment, including Schedules C and D to the FRA (redacted if necessary to exclude information not pertaining to Motorola).

3.1.2.3. Licensee has submitted its Cost Estimate to Nextel and the TA, and will provide amended certified Cost Estimate(s) to Nextel and the TA if and when appropriate, including when any change order is requested by either Party. For the limited purpose of assisting Nextel and the TA to evaluate Licensee’s Cost Estimate, Motorola authorizes Licensee to and Licensee will provide to Nextel and the TA a copy of this Agreement, including the exhibits and pricing, but such information is and remains Motorola Confidential Information as provided below in Section 13 (and pursuant to Non-Disclosure Agreements Motorola has with Nextel and the TA). After the successful completion of the Acceptance Tests described in the Reconfiguration ATP, Licensee will perform any other tests necessary for it to verify that its System meets the Comparable Facilities standard.

3.1.2.4. For the limited purpose of assisting Nextel and the TA to verify consistency concerning the rebanding products and services approved in the FRA and the rebanding Products and services ordered by Licensee and provided to Licensee under this Agreement, either Motorola or Licensee may provide to Nextel and the TA records showing the rebanding Products ordered, shipped, delivered, etc. (or a written summary of these records), and the services performed, but such records shall remain the Confidential Information of the applicable Party as determined by Section 13 below and will be protected under any non-disclosure agreements the Party has with Nextel and the TA.

3.1.3. Motorola Responsibilities. Motorola will provide the Reconfiguration Implementation Phase Products, and perform the Reconfiguration Implementation Phase Services, all in accordance with this Agreement.

**COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 30, 2011**

3.1.4. Reprogramming. *(Note: this section is not applicable to every customer system.)*

Motorola and Nextel have entered into an agreement (the "Development Services Agreement") to modify and test certain Motorola Software for rebanding because some customer systems have equipment that is capable of being reprogrammed rather than being replaced. The Development Services Agreement is confidential, and nothing in this Agreement is intended to reduce or nullify the confidential nature of the Development Services Agreement. As part of the Development Services Agreement and subject to various requirements, limitations and restrictions, Motorola has agreed to offer "Flash Kits" to appropriate customers so that their equipment may be reprogrammed. Concerning infrastructure equipment, Motorola will provide Flash Kits only if Motorola has performed a Customer Suitability Assessment and has determined that the customer's equipment is suitable for reprogramming. Concerning Motorola-manufactured subscriber equipment, Motorola will provide available Flash Kits without a suitability assessment, but Licensee acknowledges that not all Motorola subscriber models are capable of being reprogrammed. Even if a customer's system is of the type and model that is suitable for reprogramming, if Motorola determines that the customer's system is not on the last release of the Motorola Software, reprogramming might be infeasible or may require supplemental services, hardware, cabling, third party licensing fees, or other equipment to migrate the customer's system to the last supported version of the Motorola Software (referred to as "Direct Installation Services").

3.1.4.1. Based upon the results of the Customer Suitability Assessment, the Reconfiguration Services SOW should indicate if Direct Installation Services are known and needed and, if so, the scope of the Direct Installation Services; and the appropriate number and type of Flash Kits to be ordered from Motorola to match the requirements of Licensee's System and upgrade plan as indicated in the Customer Suitability Assessment; and whether Motorola proposes to perform the Field Services concerning the installation of the Flash Kits.

3.1.4.2. If Licensee (rather than Motorola) performs the inventory of System equipment, Licensee agrees that its inventory report will be accurate and sufficiently detailed so that Motorola may perform the Customer Suitability Assessment. If the inventory report contains inaccurate, erroneous, or incomplete inventory information, Motorola is not liable for an incorrect or incomplete Customer Suitability Assessment; and any reassessment or consequences caused by Licensee's inaccurate, erroneous, or incomplete inventory information will be the responsibility of Licensee.

3.1.4.3. Motorola is not obligated to (and does not intend to) offer, sell or provide to Licensee the Flash Kits for infrastructure equipment if Motorola does not perform the Customer Suitability Assessment and determines that Licensee's System is suitable. If Motorola performs the Customer Suitability Assessment and determines that infrastructure equipment in Licensee's System is suitable, and if Motorola performs the Direct Installation Services, if needed, and if Licensee orders the Flash Kits, then Motorola will offer to perform the Field Services (the scope and price of the Field Services will be addressed by means of a change order). To the extent applicable, Motorola's obligations to sell and provide Flash Kits, Direct Installation Services, and/or Field Services will be expressly described in the Reconfiguration Products List and Reconfiguration Services SOW. If they are not so described, then Section 3.1.4 is not applicable to this transaction. Nothing in this Agreement shall restrict or limit a qualified third party service provider selected by Licensee from performing Field Services, but if a party other than Motorola provides the Field Services, the warranty in Section 8.2.1 is inapplicable.

3.2. **CHANGE ORDERS.**

3.2.1. General. Either Motorola or Licensee may request changes within the general scope of this Agreement which, if agreed, will be reflected in a written change order. A change order is not effective until it is executed by each of the Parties. The Parties will negotiate in good faith any requested change order.

3.2.2. Reconfiguration Implementation Phase Products and Services. If a requested change causes (or is likely to cause) an increase in the Contract Price: (1) Motorola will provide Licensee with its written estimate of: (a) the scope of the changes to the Products and Services, and (b) the increase in the Contract Price due to the requested change, and (2) Licensee will perform its own analysis of the impact of the requested change on the Contract Price and the necessity of the changes to achieve the Comparable Facilities standard, and (3) Licensee will submit to Nextel and the TA its modified Cost Estimate and proposed FRA change order. Licensee will provide to Motorola a copy of any approvals or rejections of modifications to the Cost Estimate and to the FRA by Nextel or the TA.

3.2.3. Change Orders Not Approved by Nextel and the TA. If the commencement of all or a portion of the changed work is authorized in writing by Licensee but the change order is: (i) not submitted by Licensee to Nextel and the TA, or (ii) submitted but not approved by Nextel and the TA, then the authorized change in the work and to the Contract Price will automatically convert to a request for additional work to be paid by Licensee with its own funds and the conversion will be without prejudice to Licensee's right to submit or re-submit the change order to Nextel or the TA or to dispute the decision by Nextel or the TA refusing to approve the change order.

3.2.4. Emergency Change Orders. If the subject of a change order involves a total System failure or critical failure that diminishes radio communications and causes a significant public safety risk and if Motorola and Licensee reasonably conclude that remediation efforts must occur before Licensee obtains Nextel and TA approval, then the Parties will follow the change order process to the extent reasonably practical, Motorola will perform the remediation work described in the Emergency Change Order, Licensee will promptly request approval or ratification of the Emergency Change Order by Nextel and the TA, and the provisions of Section 3.2.3 will apply if Nextel or the TA withhold approval.

**COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 30, 2011**

3.3. MAINTENANCE AND SUPPORT SERVICES. Other than the warranty services described in Section 8, this Agreement does not cover any warranty, maintenance and support services. If Licensee and Motorola wish to address maintenance and support services, they may do so in a separate agreement.

3.4. SOFTWARE. Motorola Software, including subsequent releases and Flash Kits, is licensed to Licensee in accordance with Motorola's applicable standard software license agreement (a copy of which will be provided to Licensee upon request and is incorporated herein by this reference). Non-Motorola Software is licensed to Licensee in accordance with the applicable standard software license agreement of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the applicable Motorola software license agreement, in which case it applies and the copyright owner will have all of Licensors' rights and protections under that Motorola software license agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Licensee hereby accepts and agrees to abide by all of the terms and restrictions of the applicable software license agreement.

3.5. REBANDING RADIOS AND TRADE-IN RADIOS. Licensee agrees that for each and every Rebanding Radio (and, as applicable, Non-Kit Accessory) that Motorola provides to Licensee under this Agreement (and for each and every upgraded radio that is provided in lieu of a Rebanding Radio by Motorola under any agreement), Licensee shall deliver to Motorola a Trade-In Radio (and, as applicable, Trade-In Non-Kit Accessory) on a one-for-one basis. Licensee will deliver the Trade-In Radios and Trade-In Non-Kit Accessories to Motorola as soon as practical after they are replaced by the Rebanding Radios and Non-Kit Accessories or at a different time mutually agreed by the Parties but in no event later than 90 days after delivery of the Rebanding (or upgraded) Radios or Non-Kit Accessories. Title to the Trade-In Radios and Trade-In Non-Kit Accessories shall pass from Licensee to Motorola upon delivery. Licensee acknowledges that Motorola intends to temporarily store the Trade-In Radios and Trade-In Non-Kit Accessories for inspection and inventory by Motorola and Nextel and to destroy them thereafter. Licensee shall be responsible to comply with its asset disposition policies and requirements concerning the Trade-In Radios and Trade-In Non-Kit Accessories.

3.5.1. Licensee's Failure to Deliver Trade-In Radios and/or Trade-In Non-Kit Accessories. If for any reason the number of Rebanding Radios (or upgraded radios) and/or the number of Non-Kit Accessories delivered by Motorola to Licensee exceeds the number of Trade-In Radios and/or the number of Trade-In Non-Kit Accessories delivered by Licensee to Motorola (the "Unmatched Equipment"), then Motorola will notify Licensee of this deficiency and Licensee will at its expense immediately return to Motorola the Unmatched Equipment in the same condition as received from Motorola ("receipt condition"). If Licensee fails to return the Unmatched Equipment to Motorola, then Motorola may charge Licensee for retaining the Unmatched Equipment and the unit price will be the list price of the most similar non-rebanding Motorola radio and/or Non-Kit Accessory less Licensee's applicable discount for similar transactions and quantities. Alternatively, Motorola may resort to any other available legal or equitable remedy, including specific performance. Licensee acknowledges that Nextel is not responsible to pay for Unmatched Equipment and Licensee agrees to pay Motorola for the Unmatched Equipment. If Licensee returns the Unmatched Equipment to Motorola but it is not in receipt condition, then Motorola may charge Licensee for the returned used Unmatched Equipment in an amount equal to the diminished value from the receipt condition and Licensee agrees to pay this amount.

Section 4 PERFORMANCE SCHEDULE

4.1. SCHEDULE. The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Licensee represents that it has obtained all necessary approvals (including from Nextel, the TA, and if necessary its legislative or governing authority) and authorizes Motorola to proceed with performance of this Agreement.

4.2. DELAYS. No Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party will notify the other Party if it becomes aware of a Force Majeure that will significantly delay performance. The notifying Party will give the notice promptly after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances. If Licensee (including its other contractors), Nextel or the TA delays the Performance Schedule, the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay.

Section 5 CONTRACT PRICE, PAYMENT AND INVOICING

5.1. CONTRACT PRICE.

5.1.1. Contract Price. The Contract Price in U.S. dollars is **\$539,936.20**, as set forth in the Pricing Summary sheets in the applicable Proposal. Motorola has priced the Reconfiguration Implementation Phase Products and Services as an integrated solution; a reduction in Product quantities or in services may affect the overall Contract Price. Licensee represents that (1) its Cost Estimate is sufficient to cover the Contract Price and any applicable sales or similar taxes; and (2) Nextel and the TA have reviewed and approved Licensee's Cost Estimate.

5.1.2. Payment from Nextel; Licensee Not Liable for Contract Price. Payment of the Contract Price (and any applicable taxes) is to come from Nextel and not Licensee. If Nextel fails to pay Motorola, Licensee shall not be liable to pay Motorola the Contract Price or applicable taxes. Notwithstanding the above, if Nextel pays the Contract Price

**COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 30, 2011**

(and any applicable taxes) to Licensee rather than to Motorola, Licensee will immediately forward the payment to Motorola. Motorola agrees to accept direct payments from Nextel if Nextel clearly identifies the applicable Motorola invoice; Motorola further agrees to apply these direct payments from Nextel to the Contract Price.

5.1.3. Motorola's Protections Concerning Payment by Nextel. If requested by Motorola, Licensee will execute necessary documents and take all such actions that are reasonable or necessary to promote the prompt payment by Nextel to Motorola. The Parties will cooperate with each other and provide to each other, and to Nextel and the TA, such information (other than Confidential Information, which is governed by Section 13.1) as is reasonable or necessary to facilitate the prompt payment of the Contract Price to Motorola.

5.2. **INVOICING AND PAYMENT.**

5.2.1. Invoicing. Motorola will send to Licensee correct invoices for Upgrades upon shipment of the upgraded radio, and payment is due within thirty (30) days of receipt of invoice. Motorola will invoice Nextel for the Rebanding Radios (or RB radio equivalents if they are upgraded), Non-Kit Accessories, and Flash Kits upon shipment in accordance with a confidential agreement between Motorola and Nextel. As to the other Reconfiguration Implementation Phase Products and Services, Motorola will submit correct invoices to Licensee, with a copy to Nextel, in accordance with the pre-approved payment milestones set forth in Exhibit A. Licensee's contact person and address for invoice purposes are: Patrick Brandt, Delaware County, 10 Court Street, Delaware, OH 43015. Licensee may change this contact person or address by written notice to Motorola. Upon receipt of an invoice, Licensee will promptly (but in no event longer than seven (7) calendar days) inspect the invoice, verify whether it correctly states the payment milestone, and notify Nextel in writing (via facsimile or priority overnight carrier) that Licensee approves the invoice and accepts the milestone (the "Approval Notification"). Licensee will attach a copy of the invoice to the Approval Notification. When Licensee sends to Nextel the Approval Notification, Licensee will concurrently provide to Motorola's project manager a copy of the Approval Notification so that Motorola may know approximately when Nextel receives it. If for any reason Licensee disapproves the invoice, Licensee will promptly give written notice to both Motorola and Nextel; the disapproval notice will explain the reasons for Licensee's disapproval. Motorola will promptly correct any inaccurate invoice that Licensee disapproves, and resubmit the corrected invoice using the same process as described above in this paragraph.

5.2.1.1. Notwithstanding the provisions in Section 5.2.1 above, Motorola may choose to provide to Licensee only a bill of lading for Rebanding Radios, Non-Kit Accessories, and Flash Kits, and provide the applicable invoice directly to Nextel; or Motorola may provide to Licensee an invoice at the typical sales prices/values for these products or at zero dollars (\$0) with a notation that reflects the fact that Nextel has paid (or will pay) for these products directly to Motorola. If Motorola presents to Licensee a bill of lading or an invoice as permitted by this Section 5.2.1.1, Licensee will follow the Approval Notification process as described above but may assume the invoice amount is correct (and has no liability for incorrect invoices).

5.2.2. Tax ID Number. Motorola's Federal Tax Identification Number is 36-1115800.

5.2.3. Mutual Cooperation. The Parties will cooperate with each other and provide to each other, and to Nextel and the TA, such information (other than Confidential Information, which is governed by Section 9.1) as is reasonable or necessary to facilitate the prompt payment of the Contract Price to Motorola.

5.2.4. Audit of Licensee's Records. The Order provides that after the reconfiguration work is completed, the TA will perform an audit of Licensee's records and "true up" procedure, whereby the reconfiguration work actually performed will be examined relative to the reconfiguration work described in Licensee's Cost Estimate, and any payment adjustments will be calculated and made. During this true up procedure, Motorola and Licensee will work together in good faith and will act reasonably in order for Licensee to accurately account for the invoices from and payments to Motorola. If necessary, the Parties will execute a change order to conform the scope of the actual reconfigured work performed to the scope of the contracted reconfigured work; this change order will be submitted for approval and may result in an increase or decrease to the Contract Price.

5.3. **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will prepay and add all freight charges to the invoices. Title to the Products, excluding Software, will pass from Motorola to Licensee upon shipment. Software is governed by the applicable software license agreement. Risk of loss to Products will pass from Motorola to Licensee upon delivery. Motorola will pack and ship all Products in accordance with good commercial practices.

Section 6 SITES AND SITE CONDITIONS (To the extent applicable.)

6.1. **ACCESS TO SITES.** Licensee will provide any necessary construction and building permits, zoning variances, licenses, and any other approvals related to Licensee's property and equipment that are necessary to develop or use the sites or equipment; and access to the Licensee's work sites as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Reconfiguration Services Statement of Work.

6.2. **SITE CONDITIONS.** Licensee will endeavor in good faith to ensure that all work sites it provides will be reasonably safe, secure, and in compliance with all applicable industry standards. To the extent applicable, Licensee will ensure that these work sites have adequate physical space; air conditioning and other environmental conditions; electrical power outlets, distribution and equipment; and telephone or other communication lines (including modem

**COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 30, 2011**

access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Products or performing services at a Licensee work site, Motorola will inspect the work site and advise Licensee of any apparent deficiencies or non-conformities with the requirements of this Section.

Section 7 SYSTEM ACCEPTANCE

7.1. COMMENCEMENT OF ACCEPTANCE TESTING. Motorola will provide to Licensee at least five (5) days notice before the Acceptance Tests commence. Acceptance testing will occur only in accordance with the Reconfiguration ATP.

7.2. SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, Licensee and Motorola will memorialize this event by promptly executing the System Acceptance Certificate attached as Exhibit B. If Licensee reasonably believes that the completed Acceptance Tests have failed, Licensee will provide to Motorola a written notice that includes the specific details of the failure. If Licensee does not provide to Motorola the notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance, but will be corrected according to a mutually agreed punch list schedule.

7.3. FINAL PROJECT ACCEPTANCE. Final Project Acceptance will occur after System Acceptance and when all Motorola deliverables have been delivered and all Motorola work as described in this Agreement has been completed. When Final Project Acceptance occurs, Licensee and Motorola will promptly memorialize this final event by so indicating in the appropriate place on the System Acceptance Certificate.

7.4. COPIES TO NEXTEL AND THE TRANSITION ADMINISTRATOR. Licensee will provide to both Nextel and the TA a copy of all executed System Acceptance Certificates.

Section 8 REPRESENTATIONS AND WARRANTIES

8.1. EQUIPMENT AND PARTS WARRANTY.

8.1.1. Equipment. For one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first, Motorola warrants that newly manufactured equipment it provides under this Agreement will be free from material defects in materials and workmanship under normal use and service. As used in Section 8, the term "Beneficial Use" means use for the intended purpose, excluding testing and training. This Agreement does not create or extend any warranties concerning equipment that was part of the System and was already in service at the Effective Date.

8.1.2. Parts. For ninety (90) days from the date of shipment to Licensee for controller boards, if any, and for one (1) year from shipment to Licensee for all other parts, Motorola warrants that component parts and boards that it provides under this Agreement will be free from material defects in materials and workmanship under normal use and service.

8.2. MOTOROLA SOFTWARE WARRANTY.

8.2.1. Standard Software Warranty in Newly Manufactured Equipment. For one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first, Motorola warrants the unmodified Motorola Software installed or embedded in newly manufactured equipment and delivered under this Agreement, when used properly and in accordance with the product documentation, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Motorola Software. Whether a defect occurs will be determined solely with reference to the published product documentation. Except as provided in Section 8.2.2, this Agreement does not create or extend any warranties concerning Software that was part of the System and was already in service at the Effective Date.

8.2.2. Special Motorola Software "Flash Kit" Warranty. This special Motorola Software warranty applies only to (i) Flash Kits for subscriber radios if Motorola receives Licensee's order for the appropriate number and type of Flash Kits and performs the Field Services concerning the subscriber radios; and to (ii) Flash Kits for infrastructure Equipment if Motorola performs the Customer Suitability Assessment, determines in writing that Licensee's System is suitable, performs the Direct Installation Services, if needed, receives Licensee's order for the appropriate number and type of Flash Kits, and performs the Field Services concerning the infrastructure equipment.

THE MOTOROLA SOFTWARE, I.E. THE FLASH KITS WHEN INSTALLED BY MOTOROLA, WILL PERFORM IN ALL MATERIAL RESPECTS AND WILL INCLUDE MATERIALLY ALL FEATURES AND FUNCTIONALITY AS THE LAST MOTOROLA-SUPPORTED VERSION OF MOTOROLA SOFTWARE IN THE SYSTEM AND SUBSCRIBER EQUIPMENT. TO FURTHER AND SPECIFICALLY CLARIFY, THE FLASH KITS MODIFY THE LAST MOTOROLA-SUPPORTED VERSION OF THE MOTOROLA SOFTWARE TO ENABLE THE EQUIPMENT IN WHICH THE MOTOROLA SOFTWARE IS INSTALLED TO OPERATE ON BOTH THE CURRENT FREQUECNY BAND AS WELL AS THE NEW FREQUENCY BAND AFTER THE EQUIPMENT IS RECONFIGURED, AND IT IS THOSE REBANDING MODIFICATIONS THAT MOTOROLA WARRANTS WILL RESULT IN MATERIALLY THE SAME FEATURES AND FUNCTIONALITY VERSUS THE LAST MOTOROLA-SUPPORTED VERSION OF THE MOTOROLA SOFTWARE.

**COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 30, 2011**

MOTOROLA IS NOT PROVIDING A WARRANTY FOR ANY CHANGES OR LOSS IN FEATURES AND FUNCTIONALITY THAT MIGHT RESULT FROM FIRST HAVING TO UPGRADE ANY EXISTING LEGACY SYSTEM OR EQUIPMENT TO THE LAST MOTOROLA-SUPPORTED VERSION OF THE MOTOROLA SOFTWARE. LICENSEE WILL HAVE NINETY (90) DAYS FROM SYSTEM ACCEPTANCE OR BENEFICIAL USE OF THE MOTOROLA SOFTWARE, WHICHEVER OCCURS FIRST, TO NOTIFY MOTOROLA IN WRITING OF A SOFTWARE WARRANTY CLAIM AS PROVIDED IN THIS SECTION 8.2.2. FOR THE PURPOSES OF THE PRECEDING SENTENCE, THE TERM "BENEFICIAL USE" MEANS WHEN THE EQUIPMENT CONTAINING THIS MOTOROLA SOFTWARE IS USED FOR ITS INTENDED PURPOSE, EXCLUDING TESTING AND TRAINING, AND WILL BE DETERMINED CONCERNING TWO EVENTS: FIRST, WHEN THE MOTOROLA SOFTWARE IS INSTALLED TO OPERATE ON THE CURRENT FREQUENCY BAND, AND AGAIN AFTER THE FIXED NETWORK EQUIPMENT IS RECONFIGURED ON THE NEW FREQUENCY BAND. AFTER RECEIPT OF THE NOTICE, MOTOROLA WILL MAKE A GOOD FAITH INVESTIGATION OF THE WARRANTY CLAIM; AND IF THIS INVESTIGATION CONFIRMS A VALID WARRANTY CLAIM, MOTOROLA WILL (AT ITS OPTION AND AS ITS SOLE OBLIGATION AND THE CUSTOMER'S EXCLUSIVE REMEDY) EITHER: (1) CORRECT THE SOFTWARE DEFECT WITHOUT FURTHER CHARGE TO NEXTEL OR LICENSEE; (2) ACCEPT A RETURN OF THE EQUIPMENT THAT CONTAINS THE DEFECTIVE SOFTWARE AND OFFER TO EXCHANGE AN EQUIVALENT PRODUCT PURSUANT TO THIS AGREEMENT AND PROVIDE A CREDIT AGAINST THE PURCHASE PRICE IN THE AMOUNT EQUAL TO THE DIMINUTION IN VALUE OF THE EQUIPMENT CONTAINING THE DEFECTIVE SOFTWARE; OR (3) PAY TO LICENSEE AN AMOUNT EQUAL TO THE DIMINUTION IN VALUE OF THE EQUIPMENT CONTAINING THE DEFECTIVE SOFTWARE. THIS ACTION WILL BE THE FULL EXTENT OF MOTOROLA'S LIABILITY FOR THIS SOFTWARE DEFECT WARRANTY CLAIM.

8.2.3. Flash Kit Medium Warranty. For 120 days from the date of shipment to Licensee or until System Acceptance if Motorola is performing the Field Services, Motorola warrants that the Flash Kit medium (i.e., the disks and/or dongles) that it provides under this Agreement will be in usable condition. To assert a warranty claim under this Section 8.2.3, Licensee must notify Motorola in writing of the claim before the expiration of the warranty period. Upon receipt of this notice, Motorola will provide a replacement Flash Kit medium to Customer as its sole and exclusive remedy for a breach of this Flash Kit Medium warranty.

8.3. **RECONFIGURATION SERVICES WARRANTY.** Motorola is not providing any new or additional warranties or extensions concerning Licensee-owned equipment or previously installed Software that is modified by the Reconfiguration Implementation Phase Services (except as provided in Section 8.2.2, if applicable). However, if that equipment or Software is covered under a written warranty or a maintenance contract between Licensee and Motorola that was entered into prior to the Effective Date, this Agreement does not adversely affect those pre-existing rights of Licensee. For ninety (90) days from the date of System Acceptance, Motorola warrants that the Reconfiguration Implementation Phase Services were performed in a good and workmanlike manner. THIS RECONFIGURATION SERVICES WARRANTY DOES NOT COVER ANY SERVICES OR DUTIES PERFORMED OR OWED BY NEXTEL, LICENSEE, OR ANY OTHER CONTRACTOR HIRED BY THEM. MOTOROLA DOES NOT WARRANT THAT LICENSEE'S SYSTEM WILL BE COMPARABLE FACILITIES AFTER THE RECONFIGURATION WORK IS COMPLETED. IF LICENSEE BELIEVES ITS SYSTEM DOES NOT ACHIEVE COMPARABLE FACILITIES STATUS AFTER THE RECONFIGURATION WORK IS COMPLETED, IT MAY REQUEST FURTHER CHANGE ORDERS TO ACHIEVE COMPARABLE FACILITIES, THE CONTRACT PRICE WILL BE INCREASED ACCORDINGLY, AND ANY DISPUTE IN THIS MATTER WILL BE SUBMITTED TO THE TRANSITION ADMINISTRATOR FOR NON-BINDING MEDIATION AND RESOLUTION.

8.4. **EXCLUSIONS TO EXPRESS WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from use of the Products in other than their normal, customary, and authorized manner; misuse, accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; or Licensee's failure to comply with all applicable industry standards; (ii) interoperability of Reconfigured Products with other subsystems (e.g., a CAD); (iii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iv) batteries or other consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

8.5. **WARRANTY CLAIMS.** To assert a warranty claim (other than concerning Section 8.2.2 or 8.2.3), Licensee must notify Motorola in writing of the claim before the date which is thirty (30) calendar days after the expiration of the warranty period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Licensee) repair the defective Product (or part), replace it with the same or equivalent Product (or part), or re-perform the Reconfiguration Services. This action will be the full extent of Motorola's liability hereunder and constitutes Licensee's sole remedy. If this investigation indicates the warranty claim is invalid or "out of scope," then Motorola may invoice Licensee for responding to the claim on a time and materials basis using Motorola's then current labor rates and for any new or replacement Products (or part) delivered to Licensee. Notwithstanding any reimbursement claim Licensee may have against the Relocation Funds, Licensee will pay the invoice within thirty (30) days from the invoice date. Repaired or replaced Product and parts are warranted for the balance of the original applicable warranty period. All replaced Products or parts will become the property of Motorola.

**COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 30, 2011**

8.6. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original Customer and are not assignable or transferable.

8.7. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS, EQUIPMENT, MOTOROLA SOFTWARE, AND RECONFIGURATION SERVICES PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. EXCEPT FOR THE FOREGOING EXPRESS WARRANTIES, THE PRODUCTS, EQUIPMENT, MOTOROLA SOFTWARE, AND RECONFIGURATION SERVICES ARE PROVIDED "AS IS" AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MOTOROLA DOES NOT WARRANT THAT LICENSEE'S USE OF THE MOTOROLA SOFTWARE OR PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT THE SOFTWARE OR THE PRODUCTS WILL MEET LICENSEE'S PARTICULAR REQUIREMENTS. MOTOROLA MAKES NO WARRANTIES CONCERNING NON-MOTOROLA SOFTWARE. LICENSEE IS RESPONSIBLE FOR, AND MOTOROLA MAKES NO WARRANTY CONCERNING, THE BACK-UP AND DISASTER RECOVERY PROCEDURES, FACILITIES AND EQUIPMENT, OR DATA ENTRY AND LOADING. MOTOROLA DOES NOT WARRANT THAT THE SYSTEM OR EQUIPMENT OR SOFTWARE IN THE SYSTEM THAT IS MODIFIED BY THE RECONFIGURATION SERVICES, OR ANY NEWLY PROVIDED EQUIPMENT OR SOFTWARE, WILL SATISFY THE COMPARABLE FACILITIES STANDARD; THAT DETERMINATION IS FOR LICENSEE TO MAKE. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT.

Section 9 DISPUTES

9.1. SETTLEMENT PREFERRED. Except as otherwise required by the Order (e.g., Cost Estimate disputes) and except for a claim relating to intellectual property or breach of confidentiality provisions, the Parties, through their respective project managers, will attempt to settle any dispute arising from this Agreement through consultation and good faith negotiation. The dispute will be escalated to appropriate higher level managers of the Parties, if necessary. If cooperative efforts fail, the dispute will be mediated by a mediator chosen by the Parties within thirty (30) days after notice by one of the Parties demanding non-binding mediation. The Parties will not unreasonably withhold their consent to the selection of a mediator and will share the cost of the mediation equally; may postpone mediation until they have completed some specified but limited discovery about the dispute; and may replace mediation with another form of non-binding alternative dispute resolution ("ADR").

9.2. LITIGATION. A Party may submit to a court of competent jurisdiction in the state in which the System is installed any claim relating to intellectual property or a breach of confidentiality provisions and any dispute that cannot be resolved between the Parties through negotiation or mediation within two (2) months after the date of the initial demand for non-binding mediation. Each Party consents to jurisdiction over it by that court. The use of ADR procedures will not be considered under the doctrine of laches, waiver, or estoppel to affect adversely the rights of either Party. Either Party may resort to the judicial proceedings described in this section before the expiration of the two-month ADR period if good faith efforts to resolve the dispute under these procedures have been unsuccessful; or interim relief from the court is necessary to prevent serious and irreparable injury to the Party. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

Section 10 DEFAULT AND TERMINATION

If a Party fails to perform a material obligation under this Agreement, the other Party to whom performance is due may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. The defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, to provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the cure plan. If Licensee is the defaulting Party, Motorola may stop work on the project until it approves the cure plan or receives payment. If a defaulting Party fails to cure the default, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Parties any of its Confidential Information. Non-defaulting Parties will mitigate damages.

Section 11 INDEMNIFICATION

11.1. POTENTIAL DAMAGE TO EXISTING EQUIPMENT. Licensee acknowledges that Motorola, Licensee's employees, or others might cause damage to equipment that is part of Licensee's System when performing the Reconfiguration Services, and that such damage may occur in the absence of negligence by any party. Motorola is not responsible for damage to equipment unless it is caused by Motorola's negligence or intentional wrongdoing, in which case Motorola at its option will repair or replace the damaged equipment or refund its fair market value. Motorola agrees not to select the refund option if repair is commercially practical. Before Licensee asserts a damage claim against Motorola under this section, it will first investigate the cause of the damage and the investigation must result in adequate proof that Motorola's negligence or intentional wrongdoing caused the damage. This provision does not diminish any rights Licensee might have under any pre-existing Motorola warranty or maintenance agreement.

**COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 30, 2011**

11.2. INDEMNITY BY MOTOROLA. Motorola will defend at its expense and hold harmless Licensee against any claim, suit, demand, or cause of action brought by a third party against Licensee that is based on and to the extent it is caused by the negligence or willful misconduct of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, and which results in personal injury, death, or direct damage to tangible property ("Motorola Claim"). Motorola will indemnify Licensee from any liability, judgment, awards and damages resulting from a final award that arises from a Motorola Claim and pay all losses, expenses or direct damages incurred by Licensee associated with the Motorola Claim. The foregoing indemnity is conditioned on (i) Licensee giving Motorola prompt, written notice of any Motorola Claim, and providing to Motorola cooperation (and, if requested, reasonable assistance) in the defense of the Motorola Claim; and (ii) Motorola having sole control in the defense of the Motorola Claim and all negotiations for its settlement or compromise. Motorola will have no indemnity liability for the negligence or fault of Licensee, its other contractors, Nextel, or the TA, or any of their employees, agents or representatives. This section states the full extent of Motorola's general indemnification from liabilities that are in any way related to Motorola's performance under this Agreement. If a third party asserts a claim against both Parties, each Party will defend itself and will pay the claim to the extent of its percentage liability. For example, if the Parties have equal liability for the claim, they each will pay one-half of the amount plus their own defense costs.

11.3. PATENT AND COPYRIGHT INFRINGEMENT.

11.3.1. Motorola will defend at its expense any suit brought against Licensee to the extent that it is based on an Infringement Claim, and Motorola will indemnify Licensee for those costs and damages finally awarded against Licensee for an Infringement Claim. Motorola's duties to defend and indemnify are conditioned upon: Licensee promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; Licensee providing to Motorola cooperation and, if requested, reasonable assistance in the defense of the Infringement Claim.

11.3.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense procure for Licensee the right to continue using the Products, replace or modify them so that they become non-infringing while providing functionally equivalent performance, or grant Licensee a credit for the Products as depreciated and accept their return.

11.3.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon the combination of the Products with any software, apparatus or device not furnished by Motorola; the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Products; any Product that is not Motorola's design or formula; a modification of the Motorola Software by a party other than Motorola; the failure by Licensee to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement, or, to the extent that the Infringement Claim could have been avoided or losses diminished if Licensee implemented Motorola's new Products as part of the reconfiguration rather than modifying existing or used products. This section states the entire liability of Motorola for infringement of patents and copyrights by the Products or any parts thereof.

Section 12 LIMITATION OF LIABILITY

Licensee acknowledges that the limitations set forth in this Section are integral to the prices being charged by Motorola under this Agreement, and that if Motorola assumed further liability other than as set forth in this Section 12, the prices would of necessity be set substantially higher. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision in this Agreement. Except for property damage, personal injury or death caused by newly manufactured Motorola Products, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, contribution, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed \$1,000,000. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA (AND ITS OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS AND REPRESENTATIVES) WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS, OPPORTUNITIES OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT (REGARDLESS OF THE FORM OF ACTION), THE SALE OR USE OF THE PRODUCTS, EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. ALL CLAIMS BY A PARTY AGAINST ANOTHER PARTY, WHETHER IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE, MUST BE BROUGHT WITHIN TWO YEARS FROM THE DATE THE CAUSE OF ACTION ACCRUES EXCEPT FOR MONEY DUE UPON AN OPEN ACCOUNT.** Some states do not allow the exclusion or limitation of implied warranties or limitation of liability for incidental or consequential damages, so the above limitations or exclusions may not apply in those states. However, the Parties intend for this Section 12 to apply to the maximum extent allowed under applicable law.

Section 13 CONFIDENTIALITY AND PROPRIETARY RIGHTS

13.1. CONFIDENTIAL INFORMATION. During the term of this Agreement, the Parties may provide each other with Confidential Information. Any inventory report or Customer Suitability Assessment concerning Licensee's System that Motorola prepares for and delivers to Licensee shall be the Confidential Information of Licensee unless otherwise agreed by the Parties in writing. Any other document concerning the reconfiguration of Licensee's System that Motorola prepares for and delivers to Licensee under this Agreement (collectively, "Documentary Deliverable")

**COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 30, 2011**

shall be the Confidential Information of Motorola unless otherwise agreed by the Parties in writing.

13.1.1. Non-Disclosure. Subject to applicable public records laws, each Party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who have access to it that it is confidential and not to be disclosed to others, but those precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care. The confidentiality restrictions and obligations contained herein shall be in addition to any confidentiality restrictions or obligations contained in any other agreement (whether prior to, contemporaneous or subsequent to the date of this Agreement) between Motorola on the one hand and the TA, Nextel or Licensee on the other hand, as well any protective order or confidentiality restrictions or rules issued by the FCC or the TA.

13.1.2. Use. Unless otherwise provided in this Agreement, a Party may use the Confidential Information of the other Party only in furtherance of the performance of this Agreement or any other agreement between the Parties. Notwithstanding the preceding sentence, Motorola may use the information in any inventory report or Customer Suitability Assessment for its own business purposes or to assist Licensee or its other contractors or consultants in the overall effort to plan and reconfigure Licensee's System. Except for a Documentary Deliverable, Confidential Information is and will at all times remain the property of the disclosing Party, and no grant of any proprietary rights in the Confidential Information is hereby given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement or any other agreement between the Parties.

13.2. **PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.** Motorola, the third party manufacturer of any Equipment, and the owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software. Nothing in this Agreement is intended to restrict the Proprietary Rights of Motorola, any owner of Non-Motorola Software, or any third party manufacturer of Equipment. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Licensee the Products or services remain vested exclusively in Motorola, and this Agreement does not grant to Licensee (or Nextel) any shared development rights of intellectual property.

Except as explicitly provided in the applicable Software License Agreement, Motorola does not grant to Licensee (or Nextel), either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Licensee (and Nextel) will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence will not apply to Open Source Software, if any, which is governed by the standard license of the copyright owner.

Section 14 GENERAL

14.1. **TAXES.** The Contract Price does not include any amount for taxes, assessments or duties, all of which will be paid by Nextel except as exempt by law.

14.2. **ASSIGNABILITY AND SUBCONTRACTING.** No Party may assign this Agreement without the prior written consent of the other Party. Motorola may subcontract any portion of the work, but subcontracting will not relieve Motorola of its duties under this Agreement. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Licensee. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

14.3. **WAIVER.** Failure or delay by a Party to exercise any right or power under this Agreement will not operate as a waiver of the right or power. For a waiver of a right or power to be effective, it must be in writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

14.4. **SEVERABILITY.** If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.

14.5. **INDEPENDENT CONTRACTORS.** Each Party is an independent contractor with respect to the other, and a Party and its personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement grants a Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or in any way be interpreted as a joint venture, partnership or formal business organization of any kind.

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 30, 2011

14.6. HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement is an arm’s length transaction and will be fairly interpreted in accordance with its terms and conditions and not for or against a Party.

14.7. GOVERNING LAW. This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State in which the System is installed.

14.8. ENTIRE AGREEMENT. This Agreement, including all Exhibits and the applicable Software License Agreement, constitutes the entire agreement of the Parties regarding the subject matter of this Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to that subject matter (but not any other product sales, software license, or maintenance and support agreements). This Agreement may be amended or modified only by a written instrument signed by authorized representatives of the Parties. The preprinted terms and conditions found on any Licensee purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs the document.

14.9. NOTICES. Notices required to be given by a Party to the others must be in writing and either delivered in person or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Motorola Solutions, Inc.	Licensee
Attn: Keith Toborg, Resource Mgr. T5	Attn: Patrick Brandt
Motorola Solutions, Inc. Rebanding	Delaware County
1301 E Algonquin Road, MD: SH4/B7	10 Court Street
Schaumburg, IL 60196-1078	Delaware, OH 43015
Ph: (847) 576-6021	Ph: (740) 833-2057
Fax: (847) 761-4939	Fax: (740) 833-2059
E-mail: C17107@motorolasolutions.com	E-mail: PBrandt@co.delaware.oh.us
	With a copy to
	Elizabeth R. Sachs, Esq.
	Lukas, Nace, Gutierrez & Sachs
	8300 Greensboro Drive, Suite 1200
	McLean, VA 22102

14.10. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Licensee will obtain and comply with all FCC licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment.

14.11. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents to the other that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

14.12. VOLUNTARY AGREEMENT. Each Party represents and warrants that it is fully aware of the terms contained in this Agreement and has voluntarily entered into this Agreement, having had a full and fair opportunity to seek the advice of counsel and other professionals or consultants as its considers necessary.

14.13. NO LIENS. Motorola agrees not to lien Licensee’s System to secure payment of the Contract Price.

14.14. INSURANCE. During the term of performance of this Agreement, Motorola will maintain at its expense the following minimum Insurance:

- A. General Liability Coverage: Contractor shall maintain commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence with an annual aggregate of not less than \$2,000,000.
- B. Automobile Liability Coverage: Contractor shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles.
- C. Workers’ Compensation Coverage: Contractor shall maintain workers’ compensation coverage as

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 30, 2011

required by the laws of the State of Ohio.

D. Additional Insureds: The County, its elected officials and employees, shall be listed as additional insureds with respect to all activities under this Agreement in the policies required by Sections 14.14.A above.

E. Proof of Insurance: Upon execution of the Agreement and prior to the commencement of any work under this Agreement, Contractor shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of work under this Agreement.

14.15. SURVIVAL OF TERMS. The following provisions survive the expiration or termination of this Agreement for any reason: Section 3.4 (Software); Section 3.5 (Rebanding Radios and Trade-In Radios); if any payment obligations exist, Section 5 (Contract Price, Payment and Invoicing); to the extent applicable, Section 8 (Representations and Warranties); Section 9 (Disputes); Section 11 (Indemnification); Section 12 (Limitation of Liability); and Section 13 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 14.

Exhibit A
Payment Milestone Schedule

Depending on the Contract Price set forth in Section 5.1.1, the following payment milestones apply:

1. Contract Price < \$300,000
- Mobilization (i.e., contract execution)

Motorola SOW Complete/System Acceptance

50%

50%
2. Contract Price \$300,000 to \$1,000,000
- Mobilization (i.e., contract execution)

Complete Programming & Installation of Subscriber Equipment

Motorola SOW Complete/System Acceptance

35%

45%

20%
3. Contract Price > \$1,000,000
- Mobilization (i.e., contract execution)

Shipment of Subscriber Equipment

Complete Programming & Installation of Subscriber Equipment

Complete Rebanding Infrastructure/Final Cutover

Motorola SOW Complete/System Acceptance

35%

20%

15%

15%

15%

Exhibit B
System Acceptance Certificate

Licensee Name: Delaware County, Ohio

Project Name: Motorola 800 MHz. Rebanding Project

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Licensee acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been satisfactorily completed.
2. The System is accepted.

FINAL PROJECT ACCEPTANCE:

Motorola has provided and Licensee has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Exhibit C
Motorola’s Proposal
Including the Technical and Implementation Documents

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 30, 2011

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

RESOLUTION NO. 11-697

IN THE MATTER OF APPROVING A CHANGE ORDER TO THE 5 YEAR COMMUNICATIONS SYSTEM MAINTENANCE SERVICE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND MOTOROLA, INC. FOR THE COUNTYWIDE DIGITAL 800 MHZ RADIO SYSTEM:

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


WHEREAS, on December 9, 2010, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No. 10-1597, approving the 5 Year Communications System Maintenance Service Agreement (the “Agreement”) with Motorola, Inc. for the countywide digital 800 MHz radio system (the “System”); and

WHEREAS, due to the age of the System, Motorola can no longer provide the network security monitoring service; and

WHEREAS, Motorola has agreed to refund to the Board the expense of network security monitoring for 2011 and adjust the price schedule for the remaining years of the Agreement; and

WHEREAS, the 9-1-1 Communications Director and the Public Safety Systems Administrator recommend approval of this Resolution;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio, to approve the following Change Order to the Agreement:

**MOTOROLA**

Attn: National Service Support
1307 East Algonquin Road
Schaumburg, IL 60196
(800) 247-2346

DATE: 5/24/2011

CHANGE ORDER

Future Service Agreement # : S0001009239

Required P.O.: No

Customer # : 10000299645

Bill to Tag # : 0001

Contract Start Date: 01/01/2011

Contract End Date: Multi-year

Payment Cycle: ANNUAL

Tax Exempt: Exempt from all taxes

PO # :

Company Name: DELAWARE COUNTY EMERGENCY MGT

Attn: PATRICK BRANDT

Billing Address: 10 COURT STREET

City, State, Zip: DELAWARE, OH 43015

Customer Contact: PATRICK BRANDT

Phone: 740-833-2057

Fax:

Qty	Model/Option	Description	Monthly Ext	Extended
1	SVC01SVC1102C	DISPATCH	\$ 981.54	\$ 11,778.48
1	SVC01SVC1101C	INFRASTRUCTURE REPAIR WITH ADVANCED REPLACEMENT	\$ 8,972.07	\$ 107,664.80
1	SVC01SVC1104C	TECHNICAL SUPPORT	\$ 2,231.52	\$ 26,778.23
1	SVC01SVC1413C	PREMIER ONSITE INFRASTRUCTURE RESPONSE	\$ 12,152.06	\$ 145,824.72
1	SVC01SVC1103C	NETWORK MONITORING	\$ 5,224.66	\$ 50,156.77
TOTAL			\$ 29,561.85	\$ 342,203.00
TAXES				\$ -
FIVE YEAR GRAND TOTAL				\$ 1,816,800.90

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS

FIVE YEAR AGREEMENT BEGINNING JANUARY 1, 2011. 2011=\$342,203.00
2012=\$352,468.00/2013=\$363,043.00/2014=\$373,934.00/2015=\$385,152.00

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

RESOLUTION NO. 11-698

IN THE MATTER OF APPROVING THE FIRST AMENDMENT TO THE CONTRACT BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND GALBO CONSULTING FOR THE WORK READINESS SERVICES PROGRAM:

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

Whereas, the Director of Job & Family Services recommends approval of the following amendment;

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 30, 2011

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the first amendment to the contract with GALBO Consulting for the Work Readiness Services Program.

First Amendment to Contract
Work Readiness Services

This First Amendment of the Contract For Work Readiness Services is entered into this 30th day of June, 2011 by and between the Delaware County Department of Job and Family Services (hereinafter, "DCDJFS"), whose address is 140 North Sandusky Street, 2nd Floor, Delaware, Ohio 43015, the Delaware County Board of County Commissioners (hereinafter, "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, and GALBO Consulting (hereinafter, "GALBO ") whose address is 585 Glenside Drive, Powell, Ohio 43065 (hereinafter singly "Party," collectively, "Parties").

WHEREAS, the Parties entered into the Contract For Work Readiness Services (hereinafter "Contract") dated August 5, 2010; and,

WHEREAS, the Parties agree to the addition of certain provisions to the Contract (collectively "Provisions").

NOW THEREFORE, the Parties agree as follows:

1. The Parties agree to amend the Contract to add the following Provisions:
 - A. The term of this contract shall be extended for an additional 12 months, inclusive of July 1, 2011 through June 30, 2012.
 - B. Employees in Transition Workshops shall be removed from the Statement of Work effective June 30, 2011.
 - C. The Budget will be amended for the following line items:
 - (1) Moving Through Change Networking Groups (Job Club) will be increased by an amount of \$ 18,000.00 to become a revised total budget amount of \$ 36,000.00 .
 - (2) Individual Sessions will be increased by an amount of \$ 2,700.00 to become a revised total budget amount of \$ 5,400.
 - (3) The Total budget amount will be increased by an amount of \$ 20,700.00 to become a revised overall total budget of \$ 48,400.
 - D. Clause 4.B , Financial Agreement, Maximum Payment, will be amended as follows:
GALBO agrees to accept as full payment for Services rendered in a manner satisfactory to the BOARD, the lesser of the following: (1) The maximum amount of Forty Eight Thousand Four Hundred Dollars and No Cents (\$ 48,400.00) or (2) the amount of actual expenditures made by GALBO for purposes of providing the Services. . It is expressly understood and agreed that in no event shall the total compensation to be reimbursed exceed the maximum of Forty Eight Thousand Four Hundred Dollars and No Cents (\$ 48,400.00).

Signatures

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

3. Conflicts
In the event of a conflict between the terms of the Contract and this First Amendment, the terms of this First Amendment shall prevail.
4. Terms of Contract Unchanged
All terms and conditions of the Contract not changed by this First Amendment remain the same, unchanged, and in full force and effect.

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

RESOLUTION NO. 11-699

IN THE MATTER OF APPROVING THE FIRST AMENDMENT TO THE CONTRACT BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND THE COMMUNITY CAREER RESOURCE CENTER FOR THE WORK READINESS SERVICES PROGRAM:

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

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 30, 2011

Whereas, the Director of Job & Family Services recommends approval of the following amendment;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the first amendment to the contract with the Community Career Resource Center for the Work Readiness Services Program.

First Amendment to Contract
Work Readiness Services

This First Amendment of the Contract For Work Readiness and Career Assessment Workshops is entered into this 30TH day of June, 2011 by and between the Delaware County Department of Job and Family Services (hereinafter, "DCDJFS"), whose address is 140 North Sandusky Street, 2nd Floor, Delaware, Ohio 43015, the Delaware County Board of County Commissioners (hereinafter, "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, and the Community Career Resource Center (hereinafter, "CCRC") whose address is 4565 Columbus Pike (US 23), Delaware, Ohio 45015 (hereinafter singly "Party," collectively, "Parties").

WHEREAS, the Parties entered into the Contract For Work Readiness Services (hereinafter "Contract") dated August 5, 2010; and,

WHEREAS, the Parties agree to the addition of certain provisions to the Contract (collectively "Provisions").

NOW THEREFORE, the Parties agree as follows:

1. The Parties agree to amend the Contract to add the following Provisions:
 - A. The term of this contract shall be extended for an additional 3 months, inclusive of July 1, 2011 through September 30, 2011.
 - B. The Budget will be amended for the following line items:
 - (1) Total Fixed Workshop Session Costs will be increased by an amount of \$ 22,581.00 to become a revised total budget amount of \$ 105,571.00
 - (2) Total Variable Costs will be increased by an amount of \$ 3,000.00 to become a revised total budget amount of \$ 15,503.00.
 - (3) Total Budget Costs will be increased by an amount of \$ 25,581.00 to become a revised total budget amount of \$ 121,074.00.
 - C. Clause 4.B, Financial Agreement, Maximum Payment, will be amended as follows:
CCRC agrees to accept as full payment for Services rendered in a manner satisfactory to the BOARD, the lesser of the following: (1) The maximum amount of One Hundred Twenty One Thousand Seventy Four Dollars and No Cents (\$121,074.00) or (2) the amount of actual expenditures made by CCRC for purposes of providing the Services. It is expressly understood and agreed that in no event shall the total compensation to be reimbursed exceed the maximum of One Hundred Twenty One Thousand Seventy Four Dollars and No Cents (\$121, 074.00).

2. Signatures
Any person executing this First Amendment in a representative capacity hereby warrants that he/she has authority to sign this First Amendment or has been duly authorized by his/her principal to execute this First Amendment on such principal's behalf.
3. Conflicts
In the event of a conflict between the terms of the Contract and this First Amendment, the terms of this First Amendment shall prevail.
4. Terms of Contract Unchanged
All terms and conditions of the Contract not changed by this First Amendment remain the same, unchanged, and in full force and effect.

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

RESOLUTION NO. 11-700

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DEPARTMENT OF JOB AND FAMILY SERVICES AND THE DELAWARE AREA CAREER CENTER FOR THE ADULT BASIC LITERACY EDUCATION PROGRAM:

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

Whereas, the Director of Job & Family Services recommends approval of the following contract with Delaware Area Career Center for the Adult Basic Literacy Education Program;

**COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 30, 2011**

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the contract with the Delaware Area Career Center for the Adult Basic Literacy Education Program.

**2011-2012 CONTRACT
FOR THE PURCHASE OF SERVICES AND PROGRAMS (ABLE PROGRAM)
BETWEEN THE DELAWARE COUNTY
DEPARTMENT OF JOB AND FAMILY SERVICES
AND
DELAWARE AREA CAREER CENTER**

This Contract is entered into this 30th day of June, 2011 by and between the Delaware County Department of Job and Family Services (hereinafter, "DCDJFS"), whose address is 140 North Sandusky Street, 2nd Floor, Delaware, Ohio 43015, the Delaware County Board of County Commissioners (hereinafter, "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, and the Delaware Area Career Center (hereinafter, "DACC") whose North Campus address is 1610 State Route 521, Delaware, Ohio 43015 (hereinafter singly "Party," collectively, "Parties").

PRELIMINARY STATEMENTS

WHEREAS, the DACC operates the Adult Basic Literacy Education Program ("ABLE") which provides various educational programs, classes, and services to adults in Delaware County, Ohio.

WHEREAS, DCDJFS has accepted federal TANF funds for state fiscal year 2012 ("SFY 2012") to provide educational programs, classes, and services to adults as a part of its workforce development duties and needs to provide such services or contract out for services; and,

WHEREAS, the DACC is willing to provide such services or contract out for services; and,

WHEREAS, the DACC is willing to provide those services at an agreed-upon price.

STATEMENT OF THE AGREEMENT

NOW, THEREFORE, the Parties mutually agree as follows:

1. PURPOSE OF CONTRACT:

The purpose of this Contract is to state the covenants and conditions under which the DACC, for and on behalf of DCDJFS, will provide educational programs, classes, and services (hereinafter collectively "Services") to adults in Delaware County, Ohio through ABLE. The DACC shall provide Services to adults eligible to receive such Services through ABLE in Delaware County, Ohio. Eligibility for participation in ABLE shall be determined by DCDJFS and/or DACC. Services to be provided through ABLE, the budget for such Services, and forms to be used in providing the Services are respectively described in detail and/or set forth in Appendix I (Statement of Work), and Appendix II (Budget) all of which are attached hereto and all of which by this reference are fully incorporated into and made a part of this Contract (hereinafter respectively "Appendix I," and "Appendix II").

2. TERM:

This Agreement shall be effective July 1, 2011, through June 30, 2012.

DCDJFS shall have the option, upon thirty (30) days' written notice, to renew this agreement through June 30, 2013, based on successful performance outcomes from the current agreement period, proposed program priorities, and the availability of funds for the projected year. The total amount to be paid for the renewal period July 01, 2012 through June 30, 2013 may allow for either an increase based upon the consumer price index or three percent (3%), whichever is less.

3. SCOPE OF SERVICES/DELIVERABLES:

The Services to be provided under this Contract to DCDJFS by the DACC are set forth and are more fully described in Appendix I.

4. FINANCIAL AGREEMENT:

A. PAYMENT PROCEDURES:

- 1.
2. The DCDJFS shall reimburse the DACC in accordance with Appendix II for Services actually provided hereunder, as described above and in Appendix I.
- 3.
4. To receive such reimbursement, the DACC shall submit to DCDJFS proper monthly invoices for Services actually provided. Such invoices shall be in accordance with Appendix I and shall include

**COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 30, 2011**

documentation, satisfactory to DCDJFS, of Services actually provided. Such reimbursement shall be paid by DCDJFS to the DACC within thirty (30) days of receipt by DCDJFS of proper monthly invoices and accompanying documentation.

B. MAXIMUM PAYMENT

The DACC agrees to accept as full payment for Services rendered in a manner satisfactory to DCDJFS, the lesser of the following: (1) The maximum amount of Thirty Five Thousand Two Hundred Eighty Dollars and No Cents (\$ 35,280.00) or (2) the amount of actual expenditures made by the DACC for purposes of providing the Services. It is expressly understood and agreed that in no event shall the total compensation to be reimbursed exceed the maximum of Thirty Five Thousand Two Hundred Eighty Dollars and No Cents (\$ 35,280.00). See Appendix II.

5. LIMITATION OF SOURCE OF FUNDS:

The DACC warrants that any costs incurred pursuant to this Contract will not be allowable to or included as a cost of any other federally or state financed program in either the current or a prior period.

6. DUPLICATE BILLING/OVERPAYMENT:

The DACC warrants that claims made to DCDJFS for payment, shall be for actual Services rendered and do not duplicate claims made by the DACC to other sources of funding for the same Services. In case of overpayments, the DACC agrees to repay the DCDJFS the amount of overpayment and that to which it is entitled.

7. INFORMATION REQUIREMENTS:

The DACC will provide such information to DCDJFS as is necessary to meet the specific fiscal and program requirements contained in this Contract. This shall include regular reports, at intervals to be determined by the Parties, of Services provided and outcomes achieved.

8. AVAILABILITY AND RETENTION OF RECORDS:

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

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

Prior to the destruction of any records related to performance of this Contract, regardless of who holds such records, the DACC shall contact the DCDJFS in writing to obtain written notification that such records may be destroyed. Such request for destruction of records must Specifically identify the records to be destroyed.

9. INDEPENDENT FINANCIAL RECORDS:

The DACC shall maintain independent books, records, payroll, documents, and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Such records shall at all reasonable times be subject to inspection, review, and/or audit by duly authorized federal, state, local, or DCDJFS personnel.

10. SERVICE DELIVERY RECORDS:

The DACC shall maintain records of Services provided under this Contract. Such records shall be subject at all reasonable times to inspection, review or audit by duly authorized federal, state, local, and/or DCDJFS personnel.

11. RESPONSIBILITY FOR INDEPENDENT AUDIT:

ABLE agrees, if requested by the Director of DCDJFS, to provide at no cost to the Department, a copy of the report for the most recent Independent Audit performed on the Delaware Area Career Center

**COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 30, 2011**

and/or ABLE.

12. RESPONSIBILITY OF AUDIT EXCEPTIONS:

The DACC agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by any appropriate federal, state, local, or independent audit authority that is in any way associated with this Contract. The DACC agrees to reimburse the DCDJFS and the Board the amount of any such audit exception.

13. INDEPENDENT CONTRACTORS:

The DACC shall act in performance of this Contract as an independent contractor. As an independent contractor, the DACC and/or its officers, employees, representatives, agents, volunteers and/or servants are not entitled to any of the benefits enjoyed by employees of the Board, DCDJFS, and Delaware County.

14. PARTIES RESPONSIBLE FOR THEIR OWN ACTIONS:

DCDJFS, the Board, and the DACC, as governmental entities/political subdivisions, lack authority to indemnify. As such, the Parties, agree to be and shall be responsible for their own actions and/or the actions of their respective board members, officials, officers, employees, agents, representatives, volunteers, and/or servants resulting from the performance of and/or provision of services or programs under and/or pursuant to this Contract. Therefore, the Parties agree to be individually and solely responsible for any and all claims, lawsuits, liability, losses, damages, injuries (including death), and/or related expenses that each may incur as a result of their own actions and/or the actions of their respective board members, officials, officers, employees, agents, representatives, volunteers, and/or servants, in the performance of and/or provision of services or programs under and/or pursuant to this Contract.

15. RESPONSIBILITY FOR DCDJFS / COUNTY PROPERTY:

ABLE shall assume full responsibility for any damage to or loss of any DCDJFS and/or County property, including but not limited to, buildings, structures, vehicles, fixtures, furnishings, equipment, supplies, accessories and/or parts resulting in whole or part from any acts or omissions, seen or unforeseen, intentional or unintentional, known or unknown, of ABLE or any board members, officials, officers, employees, agents, representatives, volunteers, and/or servants of ABLE as related to this Contract or Services provided thereunder.

16. TERMINATION:

A. Termination for the Convenience:

The Parties may terminate this Contract at any time and for any reason by giving at least seven (7) days advance notice, in writing, to the other Parties. The DACC shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.

B. Breach or Default:

Upon breach or default of any of the provisions, obligations, or duties embodied in this Contract, the aggrieved Party shall provide written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this Contract may, at the election of the aggrieved Party, be immediately terminated. The Parties may, without limitation, exercise any available administrative, contractual, equitable or legal remedies. In the event of such a breach or default, the DACC shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

C. Waiver:

The waiver of any occurrence of breach or default is not and should not be interpreted as a waiver of any such subsequent occurrences. The Parties, without limitation, retain the right to exercise all available administrative, contractual, equitable or legal remedies. If any Party fails to perform an obligation or obligations under this Contract and such failure(s) is (are) waived by the other Parties, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by any Party shall be authorized in writing and signed by an authorized Party representative.

D. Loss of Funding

It is understood by the DACC that availability of funds for this Contract and thus this Contract is contingent on appropriations made by the Local, State and/or Federal governments. In the event that the

**COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 30, 2011**

Local, State and/or Federal reimbursement is no longer available to the DCDJFS, the DACC understands that changes and/or termination of this Contract will be required and necessary. To the extent permitted by law, the DACC agrees to hold harmless DCDJFS and the Board for any such changes and/or termination. Such changes and/or termination shall be effective on the date that the Local, State and/or Federal reimbursement is no longer available, or later as otherwise stipulated in writing by DCDJFS.

17. SAFEGUARDING OF CLIENT:

The Parties agree that the use or disclosure by any Party of any information concerning any individual eligible for Services provided pursuant to this Contract for any purpose not directly related with the administration of this Contract is strictly prohibited except upon the written consent of the DCDJFS and the individual or, if a minor, his/her responsible parent or guardian.

18. CIVIL RIGHTS:

DCDJFS and the DACC agree that as a condition of this Contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, sexual orientation, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that DACC will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this Contract. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract.

19. ACCESSIBILITY OF PROGRAMS TO THE DISABLED/HANDICAPPED:

The DACC agrees as a condition of this Contract to make all Services provided pursuant to this Contract accessible to the disabled/handicapped. The DACC further agrees as a condition of this Contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract.

20. FAIR HEARING:

In accordance with state regulations, DCDJFS is charged with fulfilling responsibilities relative to appeals and/or state hearings brought or initiated by those receiving and/or participating in the Services. The DACC, its providers, and their respective officials, officers, employees, agents, representatives, volunteers, and/or servants agree to and shall be under the direction of the DCDJFS relative to any such appeals and/or state hearings. Additionally, the DACC, its providers, and their respective officials, officers, employees, agents, representatives, volunteers, and/or servants agree to assist in the informational gathering and support processes related to the appeals and/or state hearing process and participation in the state hearing and/or appeal itself.

21. DRUG-FREE WORKPLACE:

The DACC agrees to comply and certifies compliance with all applicable state and federal laws regarding drug-free workplace and shall have established and have in place a drug free workplace policy. The DACC shall make a good faith effort to ensure that all of its and any of its providers officials, officers, employees, agents, representatives, volunteers, and/or servants will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

22. DMA FORM STATEMENT:

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

23. FINDINGS FOR RECOVERY:

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

24. NOTICES:

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 30, 2011

All notices which may be required by this Contract or by operation of any rule of law shall be sent via United States certified mail, return receipt requested, and/or personally delivered to the following individuals at the following addresses and shall be effective on the date received:

DACC:

Sally Sutton
ABLE Project Director
DACC
1610 State Route 521
Delaware, Ohio 43015

DCDJFS:

Mona Reilly
Director
DCDJFS
140 N. Sandusky St., 2nd Floor
Delaware, Ohio 43015

25. PUBLICITY:

In any publicity release or other public reference, including media release, information pamphlets, etc. on the Serives provided under this Contract, it will be clearly stated that the project is partially funded by ODJFS, through the Delaware County Commissioners and the DCDJFS.

26. GOVERNING LAW:

This Contract shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Contract shall be filed in and heard before the courts of Delaware County, Ohio.

27. SEVERABILITY:

If any item, condition, portion, or section of this Contract or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Contract and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and be complied with.

28. ENTIRE AGREEMENT:

This Contract, along with all of its attachments, shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the Parties.

29. SIGNATURES:

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

30. EFFECT OF SIGNATURE:

The signatures of the Parties below indicate that the signers and the entities that they represent agree to be bound by all the terms and conditions of this Contract.

Appendix I
Statement of Work
July 1, 2011 through June 30, 2012

Services Narrative

The Delaware Area Career Center/ABLE Program will provide Ohio Works First and TANF eligible participants adult basic and literacy education services as well as life skills coaching and advocacy. These services are geared toward helping participants transition to self-sufficiency, improve work-readiness skills, and ultimately reduce their dependency on government benefits.

ABLE/GED Classes The Delaware Area Career Center ABLE Program will provide ABLE classes on-site at the North *One Stop* location for Delaware County (the Hayes Building) four mornings per week through this contract. ABLE will also provide classes two afternoons per week at the Hayes Building. The PM classes will be provided through the ABLE Grant, at no charge to JFS. ABLE will provide all assessment and instructional materials for these on-site classes.

Service Availability: ABLE classes will begin July 11, 2010 and end June 30, 2012. ABLE does not provide classes the week of July 4; during the scheduled Christmas Break of the Career Center; or, during Spring Break. Services will be provided for 48 weeks.

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 30, 2011

Numbers to be Served: More than 100 adults will become enrolled (receive a minimum of 12 hours of service) at the DJFS location.

As an additional service to JFS, ABLE will administer the TABE (Test of Adult Basic Education) Assessment to those individuals who are referred by JFS Employment Counselors for assessment only, and will provide Employment Counselors with the scores, so that a determination concerning readiness for additional schooling can be made. Over 40 assessment-only participants are referred to ABLE each year. Individuals to be served in the ABLE classes will be those adults who need to improve basic skills to prepare for the Work Keys (employment tests), prepare for the GED Test, or, post secondary education, be better prepared to help children with homework, or, simply- to function more optimally in society.

Scope of Work, Measurable Objectives

All students will have a pre and post assessment to determine academic progress, as required by ABLE guidelines. The TABE Assessment is the standardized test required for use by ABLE Programs by the Ohio Board of Regents (OBR). All students will be required to sign-in at the beginning of class so that attendance can be tracked. JFS Employment Counselors will have daily access to ABLE attendance records, so that determinations concerning client compliance can be made in a timely manner. An on-going monthly cumulative status report will be provided to DCDJFS. Client progress will be noted by: the reporting of TABE scores, names of students passing the Official GED Practice Test, and the Official GED Test. Student goals will be tracked along with class attendance records. ABLE will provide an instructor and an intake/orientation/assessment person for the AM on-site class, Monday through Thursday.

Cost of ABLE Instruction

2 teachers x 12 hours per week for the AM class, Monday through Thursday, from 9:30-noon, plus ½ hour of preparation time for each instructor per class = 24 hours per week x 30.00 per hour x 48 weeks equals 34,560.00. ABLE will cover the cost of the Tuesday/Thursday PM class. Total Instructional Costs this Contract 34,560.00

On-site ABLE copier

DCDJFS will pay 60.00 per month for the maintenance agreement for the ABLE copier, or 720.00 per year. ABLE will supply the copier paper for all the ABLE/GED classes at the Hayes Building

**Appendix II
Budget
July 1, 2011 through June 30, 2012**

Instructional Costs						
AM ABLE/GED Classes Monday through Thursday						\$ 34, 560.00
ABLE on-site Copier @ 60.00 per month x 12 months						\$ 720.00
Total FY 2012 Budget =						\$ <u>35,280.00</u>
Vote on Motion	Mr. Stapleton	Aye	Mr. Thompson	Aye	Mr. O'Brien	Aye

RESOLUTION NO. 11-701

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR VILLAS AT SELDOM SEEN PHASE 2, PART 1:

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

Whereas, the Director of Environmental Services recommends accepting sanitary sewers for ownership, operation, and maintenance by Delaware County as follows:

Seldom Seen Phase 2, Part 1	485 feet of 8- inch sewer	4- manholes
------------------------------------	---------------------------	-------------

Therefore be it resolved, that the Board of Commissioners approve and accept the above sanitary sewers for ownership, operation, and maintenance by Delaware County.

Vote on Motion	Mr. Thompson	Aye	Mr. Stapleton	Aye	Mr. O'Brien	A6ye
----------------	--------------	-----	---------------	-----	-------------	------

RESOLUTION NO. 11-702

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The County Administrator recommends appointing Angela Thomas as Acting Director of Job and Family Services for a period not to exceed 120 calendar days;

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 30, 2011

Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the appointment of Angela Thomas as Acting Director of Job and Family Services for a period not to exceed 120 calendar days.

The County Administrator recommends appointing Sue Ware as Acting Assistant Director of Job and Family Services for a period not to exceed 120 calendar days;

Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the appointment of Sue Ware as Acting Director of Job and Family Services for a period not to exceed 120 calendar days.

The County Administrator recommends a lateral job position change for Scott Rickel, an Alternative Response Social Services Worker III with the Department of Job and Family Services; effective August 1, 2011.

Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the lateral job position change for Scott Rickel, an Alternative Response Social Services Worker III with the Department of Job and Family Services; effective August 1, 2011.

The County Administrator recommends a lateral job position change for Karen Cohon, a Foster Care Social Services Worker III with the Department of Job and Family Services; effective July 18, 2011.

Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the lateral job position change for Karen Cohon, an Foster Care Social Services Worker III with the Department of Job and Family Services; effective July 18, 2011.

The County Administrator recommends a lateral job position change for Britney Miller, an Alternative Response Social Services Worker III with the Department of Job and Family Services; effective August 1, 2011.

Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the lateral job position change for Britney Miller, an Alternative Response Social Services Worker III with the Department of Job and Family Services; effective August 1, 2011.

The County Administrator recommends a lateral job position change for Erin Brite, an Alternative Response Social Services Worker III with the Department of Job and Family Services; effective August 1, 2011.

Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the lateral job position change for Erin Brite, an Alternative Response Social Services Worker III with the Department of Job and Family Services; effective August 1, 2011.

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

RESOLUTION NO. 11-703

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Whereas, the recommendation from the selection committee is to approve the appointment of Teresa (Teri) Morgan as the Delaware County Communications and Employee Relations Manager; effective July 18, 2011;

Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the appointment of Teresa (Teri) Morgan as the Delaware County Communications and Employee Relations Manager; effective July 18, 2011.

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

RESOLUTION NO. 11-704

**IN THE MATTER OF APPROVING THE JOB DESCRIPTION FOR THE LEAD
TELECOMMUNICATOR FOR EMERGENCY COMMUNICATIONS:**

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

**DELAWARE COUNTY
Emergency Communications**

POSITION Lead Telecommunicator

JOB OBJECTIVE

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 30, 2011

In the absence of the Tour Commander, the Lead Telecommunicator shall assume the position of shift supervisor and shall possess and exercise all the operational but not disciplinary powers assigned to the position of Tour Commander. Individual responds to requests for service via telephone and radio employing telephone interviewing techniques and radio transmissions; rapidly and accurately processing information, prioritizing, making referrals, and initiating the proper response in a timely manner maintaining call, responder, and public safety awareness. Individual reports directly to a Tour Commander.

ESSENTIAL JOB FUNCTIONS

Proficient in all essential job functions of a telecommunicator as required, in addition to the following:

- * Organizes and supervises telecommunicators efficiently and effectively during the Tour Commander’s absence;
- * Knowledgeable of policies, procedures, rules, and regulations that govern telecommunicators and their performance responsibilities;
- * Assists the Tour Commander with quarterly and annual performance evaluations;
- * Maintains effective working relationships with emergency repair service providers for 24-hour coverage on specific equipment, screening equipment functions, reporting needed repairs to authorized personnel, and monitoring status throughout completion of service as directed by DelComm policy;
- * Available to work flexible hours as required; and
- * Any other assigned job duties within the scope of the position.

NON-ESSENTIAL JOB FUNCTIONS

Performs related Essential/Non-Essential Functions as required.

JOB REQUIREMENTS AND DIFFICULTY OF WORK

Equipment

Ability to effectively and efficiently operate an electronic touch screen emergency telephone system with standardized call processing procedures, an 800 MHz radio system, wireless headsets, a Computer Aided Dispatch and mapping program, the Telecommunications Device for the Deaf (TDD) system, the back-up systems, the Northwest Area Strike Team paging system, the MARCS system, the Emergency Alert Notification systems (i.e. the Communicator, Code Red), the push-to-talk two-way system, the AED device, the LEADS system and other law enforcement databases, the security system, the instant retrieval recording system, equipment battery chargers, the Adore evaluation software program, a variety of office equipment, and other equipment necessary to perform duties.

Critical Skills/Expertise

- * Proficient at all critical skills/expertise requirements of the telecommunicator; in addition to the following:
- * Ability to apply management principles and supervisory skills to work situation, to direct, motivate and manage subordinate personnel, to develop collaborative relationships; and
- * Extensive knowledge of and ability to apply program policies and procedures to assist staff in the performance of their responsibilities.

Job Standards

Individual must have a high school diploma or GED, familiarity with computers and keyboarding, and at least two (2) years experience as a telecommunicator for Delcomm. Individual must possess a valid Ohio

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 30, 2011

driver’s license and have an acceptable driving record. Individual must meet and maintain qualifications for driving on county business at all times. As a condition of continued employment, within one year of hire date individual must successfully complete and maintain certification in CPR/AED, all the current MPDS required disciplines, NIMS certifications, and any other required standards. Individual must maintain all required licenses and certifications as a continued condition of employment.

DIFFICULTY OF WORK

Work is performed on rotating shifts, consisting of complex, varied, standardized and non-standardized tasks requiring application of numerous laws, rules, regulations, policies, and procedures. Individual must be able to function under high stress levels and extremely complex, time sensitive, complicated situations working with mobility constraints.

RESPONSIBILITY

Individual provides general guidance allowing the telecommunicators the ability to plan procedures and methods to accomplish objectives in the absence of the tour commander. Individual must demonstrate superior multi-tasking skills. Individual must adhere to departmental rules and procedures regarding confidentiality due to the nature of information that is accessed. Individual operates independent of direct supervision in handling daily operations and activities, establishing priorities, making referrals to other agencies and forming collaborative relationships with other service providers in the County. Supervisor does provide general guidance, but allows the individual the ability to plan the procedures and methods to accomplish objectives. Individual must perform as a team player. Errors in work may cause inaccuracies in reports, records, or technical data resulting in inaccurate or incomplete information, and may cause loss of efficiency of response of emergency services, and possible loss of property and life.

PERSONAL WORK RELATIONSHIPS

Contact is with co-workers, personnel from public and private sector organizations and the public. The purpose of these contacts is to screen incoming calls, gather appropriate information, determine effective course of action, and disseminate results in a timely manner. As well as guide and direct, coordinate services and handle questions or concerns.

PHYSICAL EFFORT AND WORK ENVIRONMENT

Physical Requirements

The physical requirements of the position are identified sedentary work that may require the lifting of up to fifty (50) pounds.

Physical Activity

The physical activity of the position is fingering, talking, hearing, listening (including specialized listening acuity), reaching, and walking. Any or all activity may be experienced for extended periods of time.

Visual Activity

The minimum visual activity of the seeing job is close to the eye and requires viewing computer terminals for extended periods of time.

Job Location

The minimum work 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. 11-705

IN THE MATTER OF APPROVING APPROPRIATIONS FOR PERMANENT IMPROVEMENT:

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

Transfer of Appropriation	
From	To
40111402-5328	40111402-5410
Permanent Improvement/Maint & Repair	Permanent Improvement/Building Improvements \$ 50,000.00

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 30, 2011

Supplemental Appropriation						
40111402-5250	Permanent Improvement/Tools & Equipment					\$ 27,000.00
Vote On Motion	Mr. Thompson	Aye	Mr. O'Brien	Aye	Mr. Stapleton	Aye

COMMISSIONERS’ COMMITTEES REPORTS

Commissioner O’Brien
- Central Ohio Youth Center, Emergency Meeting Later Today; Concerns On The Cost And Possible Temporary Closing Of The Facility Due To Expensive Issues Found During Renovation Project

Commissioner Thompson
-Records Commission Meeting This Afternoon
-On July 2nd Will Attend The 50th Anniversary Celebration In Radnor

Commissioner Stapleton
-No Comments Today

RESOLUTION NO. 11-706

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT, EMPLOYMENT, DISMISSAL, DISCIPLINE, PROMOTION, DEMOTION OR COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; FOR PENDING OR IMMINENT LITIGATION AND TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES; AND FOR COLLECTIVE BARGAINING:

It was moved by Mr. O’Brien, seconded by Mr. Thompson to adjourn into Executive Session at 10:40AM.

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

RESOLUTION NO. 11-707

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Thompson, seconded by Mr. O’Brien to adjourn out of Executive Session at 11:42AM.

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

There being no further business, the meeting adjourned.

Ken O’Brien

Dennis Stapleton

Tommy Thompson