

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 17, 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. 11-1332

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD NOVEMBER 14, 2011:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in regular session on November 14, 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. 11-1333

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM SPECIAL MEETING HELD NOVEMBER 14, 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 special session on November 14, 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 special meeting.

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

PUBLIC COMMENT

Commissioner Stapleton Has A Follow-Up From -Dr. Thomas J. Presteva. The Concord Township Board Of Trustees Have Passed A Resolution On The Concerns Of The Proposed High Voltage Power Lines And Clear Cut Line Of First Energy Going Thru Concord Township. A Copy Will Be Sent To Commissioners

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 11-1334

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1116:

It was moved by Mr. O’Brien, seconded by Mr. Thompson to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1116 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO’ Increase			
AEP	Electric 911 Services	21411306-5338	\$ 6,000.00
PNC Bank	Pro Card Environmental Services	66211904-5200	\$ 10,000.00
Village Network	Residential Treatment	22511607-5342	\$ 50,000.00
Adriel	Residential Treatment	22511607-5342	\$ 25,000.00
Buckeye Ranch	Residential Treatment	22511607-5342	\$ 7,000.00

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PR Number	Vendor Name	Line Desc	Line Account	Amount	Line
R1105521	NORTHWOODS CONSULTING PARTNERS INC	COMPUTER MAINTENANCE CONTRACT	22411605 - 5325	\$13,409.49	0001
R1105889	PPG INDUSTRIES INC	INCUMBENT WORKER TRAINING	22311611 - 5305	\$9,000.00	0001
R1106803	MAXIMUS CONSULTING SVCS INC	COST ALLOCATION CONTRACT	10011102 - 5301	\$10,900.00	0001
R1106804	SOIL & WATER CONSERVATION DISTRICT	CHADWICK	40311432 - 5301	\$2,829.00	0001
R1106804	SOIL & WATER CONSERVATION DISTRICT	DUTCHER - SCOTT	40311421 - 5301	\$4,458.52	0002
R1106804	SOIL & WATER CONSERVATION DISTRICT	HARDIN	40311435 - 5301	\$321.09	0003
R1106804	SOIL & WATER CONSERVATION DISTRICT	MIDWAY	40311433 - 5301	\$9,425.51	0004
R1106804	SOIL & WATER CONSERVATION DISTRICT	ROOF	40311436 - 5301	\$2,230.64	0005
R1106804	SOIL & WATER CONSERVATION DISTRICT	RUDER TOOT	40311417 - 5301	\$1,093.02	0006
R1106804	SOIL & WATER CONSERVATION DISTRICT	OBRIEN	40311431 - 5301	\$9,197.96	0007
R1106809	DITCH MAINTENANCE	OBRIEN 1ST YEAR MAINTENANCE	40311431 - 5328	\$9,700.00	0001

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

RESOLUTION NO. 11-1335

IN THE MATTER OF APPROVING THE SERVICES AGREEMENT AND ADDENDUM #1 BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND FRONTIER COMMUNICATIONS OF AMERICA, INC FOR THE COLLABOR8 PROJECT:

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

Whereas, the Director of Jobs & Family Services recommends approval of the following services agreement and addendum #1;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following Services Agreement and addendum #1 with Frontier Communications of America, Inc. For The Collabor8 Project:

ADDENDUM #1 TO FRONTIER SERVICES AGREEMENT

This Addendum # 1 is made this 17th day of November 2011, by and between Frontier Communications of America, Inc., with an address at 19 East Central Avenue, Delaware, Ohio 43015 (referred to herein as “Frontier”), and the Delaware County Board of Commissioners, whose address is 101 North Sandusky Street, Delaware, Ohio 43015 (referred to herein as “Customer”).

The “Frontier Services Agreement” (referred to herein as the “Agreement”) entered into on the date first written above shall be modified as follows:

1. Section 7 of the Agreement, titled “Indemnification,” shall be deleted in its entirety and replaced with the following:
- For any work Frontier, or Frontier’s personnel or subcontractors, performs on Customer property pursuant to this Agreement, Frontier shall be liable for and shall indemnify, defend, and hold harmless the Customer, and its officials and employees, from and against any and all claims, loss, damage, cost or expense (including reasonable attorneys’ fees) arising out of Frontier’s negligent, willful, or unauthorized acts, omissions, or misrepresentations or the negligent, willful, or unauthorized acts, omissions, or misrepresentations of Frontier’s employees, agents, subcontractors, or any other person for whose acts, omissions, or misrepresentations Frontier is liable.

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2. The second paragraph of Section 12 of the Agreement, titled "Work Site Conditions," shall be deleted in its entirety.
3. The second sentence of Section 16 of the Agreement, titled "Governing Law," shall be deleted and replaced with the following: "Any related litigation shall be filed in and heard before the courts of Delaware County, Ohio."
4. Section 23 of the Agreement, titled "Insurance," shall be inserted as follows:

Prior to performing any work on Customer property, Frontier shall procure and, for the life of this Agreement, maintain general liability insurance in a minimum amount of \$1,000,000 per occurrence, automobile liability insurance in a minimum amount of \$300,000 per occurrence, and workers compensation insurance in compliance with the laws of the State of Ohio. The general and automobile liability policies shall list Customer as an additional insured. Frontier shall, upon request, provide Customer with certificates of insurance, including properly executed endorsements indicating Customer's listing as an additional insured, in compliance with this Section.

5. The first sentence of Subsection H of Section 5 of Schedule <#>, titled "Managed Router Services," shall be deleted and replaced with the following: "Customer shall not permit any liens to be placed on Frontier Equipment due to Customer's action or inaction."
6. Unless specifically modified herein, all other terms and conditions of the Agreement shall remain in full force and effect.

FRONTIER SERVICES AGREEMENT

This Agreement is made this 17th day of November, 2011, by and between Frontier Communications of America, Inc., with an address at 19 East Central Avenue, Delaware Ohio (referred to herein as "Frontier"), and Delaware County Board of Commissioners, whose address is 101 North Sandusky Street, Delaware Ohio (referred to herein as "Customer").

1. Services

Frontier will provide the services on the attached Schedules that Customer has initialed, which Schedules are incorporated herein by reference and made a part hereof (the "Services"). The Services are described further in the attached Schedules and this Agreement becomes effective for such Services upon Customer initialing each applicable Schedule where indicated. For Services covered by tariff, Customer recognizes that in the event of any inconsistencies between this Agreement and the tariffs, except with respect to pricing, termination charges or cancellation charges for which this Agreement shall control in all circumstances (subject to Section 15 hereof), the tariffs shall control for regulated Services (other than for pricing), and this Agreement shall control for unregulated Services. In the event of any conflict between this Agreement and any Schedule, the Schedule shall control. Customer further recognizes that if Customer selects long distance services, such services will be provided directly by Frontier Communications of America, Inc. ("LD Carrier") and Frontier is acting solely as LD Carrier's agent with respect to such services. If long distance services are being contracted for by Customer hereunder, Customer shall execute a Letter of Authorization in the form of Schedule LD, attached hereto. Services, special facilities and equipment may also be provided by other local or long distance carriers that are affiliates or subcontractors of Frontier and such Services will be subject to the terms and conditions of this Agreement.

Frontier will maintain, repair and service the facilities and equipment used to provide the Services or leased to Customer as part of this Agreement, up to and including the point at which the facilities and equipment are made available for interconnection to Customer's premises equipment or inside wiring. Only authorized agents and representatives of Frontier may perform such work. Any repair, alteration or servicing of Frontier's facilities or equipment by Customer or third parties without the express written consent of Frontier is cause for termination of this Agreement at Frontier's option. For any portion of Frontier's circuits that are provided by third parties, Frontier's maintenance responsibility is limited to the prompt identification and notification of appropriate parties. Frontier will make every reasonable effort as Customer's agent to obtain prompt action from such a third party.

2. Minimum Usage Guarantee

If Customer has selected Service(s) for which there is a Minimum Usage Guarantee, then unless otherwise described in this Agreement or the applicable Schedule, Customer shall be liable to Frontier for meeting such Minimum Usage Guarantee during the initial term stated in the applicable Schedule or tariff. Unless otherwise stated in the Schedule, any Minimum Usage Guarantee period begins on the date of installation of the applicable Service. Taxes or tax-related surcharges, governmentally imposed or permitted surcharges, nonrecurring charges (including but not limited to installation charges), operator assistance charges, and any charges of third parties that are passed through to Customer are not included in determining whether Customer has met any Minimum Usage Guarantee. Customer agrees that the prices in the Schedules are based in part upon any term and volume commitments that Customer is making to Frontier. If Customer's purchases are less than any Minimum Usage Guarantee committed to in any Schedule, Frontier may, in addition to any other rights and remedies it may have,

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recover the shortfall from Customer, and may elect at its option either to continue to recover the shortfall prospectively or increase the price prospectively to reflect Frontier's then-current prices for comparable terms and volumes.

3. Cancellation Charges

Whether or not Customer enters into a minimum term commitment, if Customer terminates or cancels an order for a Service prior to the completion of installation of the Service, Customer shall pay a cancellation charge equal to one month of recurring charges for the Service plus the total costs and expenses of Frontier in connection with establishing the Service prior to Frontier's receipt of notice of termination or cancellation, including, but not limited to, Frontier's applicable installation charges for the Service.

If Customer has selected Services for which there is a minimum term commitment or the applicable Schedule includes a minimum term commitment, and if Customer terminates or cancels a Service after completion of installation but prior to completion of the minimum term commitment or Frontier terminates the Service or this Agreement pursuant to Section 9.a. hereof, unless otherwise stated in the Schedule, Customer shall immediately pay Frontier a cancellation charge equal to the monthly recurring charges for the terminated or canceled Service, plus the following associated surcharges for such Service: subscriber line charges, primary interexchange carrier charges, and universal service fund charges, multiplied by the number of months remaining in the applicable minimum term commitment. Unless otherwise stated in the Schedule, partial months shall be prorated so that Customer's total payment of recurring charges (plus applicable surcharges) before and after termination or cancellation equals the monthly recurring charges (plus applicable surcharges) for the Service multiplied by the total number of months in the minimum term commitment. Unless otherwise stated in the Schedule, any minimum term commitment begins on the effective billing date for the applicable Service.

It is agreed that Frontier's damages in the event of early termination will be difficult or impossible to ascertain. These provisions are intended, therefore, to establish liquidated damages in the event of termination and are not intended as a penalty.

The minimum term provisions or Minimum Usage Guarantees for any Service selected by Customer hereunder shall have no effect on any other minimum term commitments or Minimum Usage Guarantees that Customer may have with Frontier, whether under this Agreement, or otherwise.

4. Payment

Customer shall pay all charges set forth in the attached Schedules and in applicable tariffs. Customer shall be responsible for all charges for Services commencing upon the earlier of (i) Customer's use of the applicable Service(s) or (ii) five (5) days following Frontier's installation of such Service(s). Unless otherwise specified in an applicable Schedule or tariff, or otherwise required by statute or rule, all payments shall be due within thirty (30) days of the invoice date and late payments shall be subject to a late payment fee of the lesser of one and one-half percent (1.5%) per month or the maximum allowed by law. The late payment fee referred to above will be in addition to and not in lieu of any other remedies Frontier may have hereunder or under the law as a result of Customer's failure to pay. If Frontier does not receive notice of a payment dispute by Customer within ninety (90) calendar days after Customer's receipt of an invoice, such invoice will be final and not subject to further challenge. Upon timely receipt of a notice of dispute, Frontier will promptly investigate all disputed charges and report its findings and disposition of the dispute to Customer within sixty (60) calendar days. For the purpose of computing partial month charges, a month will consist of thirty (30) calendar days.

In addition to the charges set forth in the applicable tariffs and Schedules, Customer shall pay any and all federal, state or local sales, use, privilege, gross receipts or excise taxes (exclusive of taxes based on the net income of Frontier or its affiliates), or any charges in lieu thereof, and any applicable surcharges, including but not limited to Primary Interexchange Carrier Charge ("PICC"), Federal Pre-Subscribed Line Charge ("FEPS"), Carrier Cost Recovery Surcharge, E-911, Universal Service and Local Number Portability surcharges related to the Services, in the amounts applicable at the time of billing.

5. Term

This Agreement is effective as of the date written above, and shall continue in full force and effect as long as any of the Services continue to be provided pursuant to any Schedule hereto, unless terminated in accordance with the provisions hereof. If neither party provides the other with written notice of its intent to terminate this Agreement, or any Service provided pursuant to any Schedule, at least sixty (60) days prior to expiration of any minimum term commitment for any or all Services, or any renewal thereof as provided below, then this Agreement shall be deemed automatically renewed for additional one-year periods at the then applicable one-year term rate, excluding promotional rates. Notwithstanding the above, if tariff pricing was applicable during the initial term of this Agreement, pricing for Services continuing during any renewal term shall be at the then applicable tariff rate.

6. Limitation of Liability and Warranty Provisions

The liability of Frontier and its affiliates for the Services provided under this Agreement shall in no event exceed the limitations of liability set forth in the applicable tariffs or regulatory rule or order, or, if there is no applicable

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tariff provision, rule or order, the total amount paid for the applicable Service pursuant to this Agreement and the attached Schedules. In cases of Service outages or interruptions, liability shall be limited to 1/720 of the monthly charge for each hour the Service is interrupted.

Notwithstanding the above, Frontier will not be liable to Customer for interruptions in Services caused by failure of hardware or software, failure of communications services, power outages, or other interruptions not within the complete control of Frontier. In addition, there will be no credits, reductions or set-offs against charges for Services, or for downtime of Services, except as expressly set forth herein.

IN NO EVENT WILL FRONTIER OR ITS AFFILIATES BE LIABLE FOR ANY LOST PROFITS OR BUSINESS OPPORTUNITIES, OR FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. FRONTIER AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY LOSS, COST, CLAIM OR EXPENSE EXPERIENCED OR INCURRED BY CUSTOMER RESULTING FROM THE USE OF THE SERVICES OR EQUIPMENT PROVIDED THEREUNDER, INCLUDING, BUT NOT LIMITED TO, TOLL FRAUD.

EXCEPT AS OTHERWISE PROVIDED HEREIN OR IN THE APPLICABLE SCHEDULES, FRONTIER DISCLAIMS ALL WARRANTIES WITH RESPECT TO ITS FACILITIES, TRANSMISSION, EQUIPMENT, DATA OR SERVICES PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FUNCTION.

No action, regardless of form, arising out of this Agreement or the Schedules may be brought more than two (2) years after the cause of action has arisen. The parties hereby waive the right to invoke any different limitation on the bringing of actions provided under state law.

7. Indemnification

For any work Frontier, or Frontier's personnel or subcontractors, performs on Customer property pursuant to this Agreement, Frontier shall be liable for and shall indemnify, defend, and hold harmless the Customer, and its officials and employees, from and against any and all claims, loss, damage, cost or expense (including reasonable attorneys' fees) arising out of Frontier's negligent, willful, or unauthorized acts, omissions, or misrepresentations or the negligent, willful, or unauthorized acts, omissions, or misrepresentations of Frontier's employees, agents, subcontractors, or any other person for whose acts, omissions, or misrepresentations Frontier is liable.

8. Confidentiality

Both parties agree that all terms and conditions set forth in this Agreement shall be considered confidential, and that details of the terms of this Agreement, or the Services provided under this Agreement, shall not be disclosed to third parties, other than affiliates, employees, agents or contractors who have a need to know such information in the scope of their employment or engagement, without the prior written consent of the other party, unless required by law.

Customer and Frontier may disclose to each other information that is confidential in nature. In order to receive confidential treatment, all such information (hereafter "Information") shall be either (i) clearly marked as confidential if written, or clearly identified as confidential if oral or (ii) reasonably understood by the recipient, based on the nature of the Information or the circumstances of disclosure, to be in need of confidential treatment or proprietary to the discloser. Customer and Frontier agree not to disclose any Information to any third party, to keep Information in a secure place available only to employees, affiliates or agents who are subject to obligations of confidentiality no less restrictive than those set forth herein, who need to know the Information for purposes of the business dealing between Customer and Frontier, and to use Information only in connection with such business dealings.

Information will lose its confidential status if obtained legitimately from a third party without restriction or upon the expiration of six (6) years from delivery of each item of Information. Information shall remain the property of the disclosing party and shall be returned to such party on request or upon termination of the business dealing between Customer and Frontier. This Agreement is enforceable by injunction.

Notwithstanding anything herein to the contrary, Frontier shall have the right to include Customer's name in a public list of current customers who use Frontier's services, provided Frontier does not make any representation with respect to Customer and does not attribute any endorsements to Customer, without Customer's prior written consent. In addition, Frontier may issue a press release announcing Customer as a new customer of Frontier or an existing customer obtaining expanded or additional services from Frontier, as the case may be.

9. Default

a. Breach by Customer: If Customer fails to make any payment when due, or fails to comply with any other term or condition of this Agreement or any Schedule, and such failure continues for five (5) days in the event of failure to make payments, or thirty (30) days in the event of any other default, after notice of such failure, Frontier shall have the right either to suspend the Service until the default is remedied or to terminate this Agreement or

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any Schedule. In the case of failure to make payment for equipment purchased or leased hereunder, Frontier shall have the right, without notice, demand or legal process, to demand payment of all amounts remaining to be paid under the applicable Schedule and to take possession and dispose of the property in a commercially reasonable manner. Retaking or resale of such equipment shall not release Customer from its obligation to pay all amounts due under this Agreement and the Schedules.

b. Breach by Frontier: If Frontier has not remedied any breach within thirty (30) days after Frontier's receipt of notice from Customer of such breach, Customer may terminate the circuit or Service which is the subject of such breach. Except for charges incurred prior to the termination and except for charges incurred with continued use despite termination, Customer shall have no further obligation to Frontier for payment of charges for the terminated circuit or Service after such termination. Except as otherwise expressly provided herein or in an applicable Schedule, this subsection states Customer's exclusive remedy for a breach by Frontier.

c. Frontier, after giving notice to Customer and after having given Customer an opportunity, appropriate to the circumstances involved, to respond to such notice, may, under the following conditions, forthwith terminate any Service, and sever the connection to Frontier's network and remove its equipment from Customer's premises:

- 1) In the event of prohibited, unlawful or improper use of the facilities or Service or abuse of the facilities, or
- 2) If, in the sole judgment of Frontier, any use of the facilities or Service by Customer would have a material negative impact on the business of Frontier or the efficiency of Frontier's personnel, plant, property or Service.

Frontier, however, shall have the right to take immediate action, including termination of the Service and severing of the connection to its network without notice to Customer when injury or damage to Frontier personnel, plant, property or Service is occurring, or is likely to occur.

10. Force Majeure

In no event will Frontier or its affiliates be liable for any delay in performance directly or indirectly caused by events beyond their control, including, but not limited to: acts of Customer, its agents, employees or contractors; acts of God; acts of the public enemy; acts of the United States, a state or other political subdivision; fire, floods or other natural disasters; accidents; wars; labor disputes or shortages; and inability to obtain material, power, equipment or transportation.

11. Assignment

This Agreement may not be assigned by either party without the other party's prior written consent, which consent shall not be unreasonably withheld or delayed, except that Frontier may assign this Agreement to any successor to the business of Frontier by merger, consolidation or sale of assets or to any corporation controlling, controlled by or under common control with Frontier. Frontier may subcontract portions of the work to be performed hereunder, but shall remain fully liable to Customer for the workmanlike performance thereof.

12. Work Site Conditions

This Agreement assumes that any Services provided hereunder do not involve Frontier's contact with or removal of asbestos or other toxic or hazardous materials. If asbestos, or material containing asbestos, or any other hazardous or toxic materials are discovered during work pursuant to this Agreement, Frontier will suspend its work for a reasonable period of time to permit Customer to engage a qualified firm to remove and dispose of the asbestos or other toxic or hazardous materials from the site and receive an equitable adjustment to the sums due or to be due to Frontier under this Agreement as a result of any increase in costs Frontier experiences as a result of such suspension.

13. Title and Risk of Loss

In the case of equipment provided hereunder, risk of loss or damage shall pass to Customer at time of delivery to Customer. Title to any sold equipment passes to Customer upon payment in full for the equipment or upon completion of installation and Customer's acceptance, whichever occurs first. Unless an acceptance test is deemed necessary by the parties, acceptance by Customer is deemed to occur at the time of cutover as evidenced by the interconnection of the equipment to the public network and its ability to place and receive external and internal telephone calls or data traffic. Until the purchase price and all other amounts added thereto have been paid in full, Frontier shall retain a security interest in the equipment to secure payment of the purchase price. The parties hereby agree that this Agreement shall constitute a security agreement and financing statement as those terms are defined in the Uniform Commercial Code. Customer will promptly execute any additional documents or instruments requested by Frontier to protect Frontier's interests.

Unless expressly sold to Customer, any equipment installed at Customer's premises in connection with the Services remains the property of Frontier and upon termination of this Agreement or any applicable Service, such equipment shall be returned to Frontier in the same condition as installed, normal wear and tear excepted. In the event of Customer's failure to comply with the preceding sentence, Customer will be billed for and pay to Frontier an amount equal to the retail value of such equipment.

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Frontier will be provided reasonable access to Customer's premises during normal business hours for the purpose of installing, inspecting, testing, rearranging, repairing or removing any Service and/or related equipment.

Customer will reimburse Frontier for any loss of, or damage to, any Frontier facilities or equipment in or on Customer's premises or property resulting from theft, willful injury, or any other cause whatsoever, other than by fire or unavoidable accident, and other than any loss or damage resulting from the negligence or willful misconduct of Frontier or its agents. The term "unavoidable accident" does not include theft.

14. Competition

Customer recognizes the availability of competitive alternatives for receiving the Service(s) provided under this Agreement either now or in the future, and has freely elected to enter into this Agreement in order to receive the benefits it offers.

15. Government Regulation

Notwithstanding anything in Section 1 regarding the precedence of contract or tariff, to the extent that any Service(s) provided hereunder are subject to the jurisdiction of the Federal Communications Commission ("FCC") and/or any state utility regulatory agency, this Agreement shall at all times be subject to changes, modifications, orders and rulings by the FCC and/or that regulatory agency. Frontier reserves the right to suspend, modify or terminate any Service without liability where any statute, regulation and/or ruling, including modifications thereto, by any regulatory agency (including the FCC), legislative body or court of competent jurisdiction, (i) prohibits, restricts or otherwise prevents Frontier from furnishing such Service, or (ii) has a material negative impact on Frontier's performance hereunder or the benefits provided by this Agreement. If provision of any Service pursuant to this Agreement is subject to advance approval of the FCC and/or any state utility regulatory agency, this Agreement shall not become effective with respect to such Service until fifteen (15) days after receipt by Frontier of written notice of such approval.

16. Governing Law

This Agreement shall be governed by and construed according to the laws of the State in which Services are being provided hereunder without regard to its conflicts of laws provisions. Any related litigation shall be filed in and heard before the courts of Delaware County, Ohio. Customer and Frontier consent to personal jurisdiction in such courts.

17. Merger and Modification

This Agreement and the Schedules hereto contain the entire agreement between the parties relating to the subject matter hereof, and may not be modified, amended or supplemented except by written agreement signed by an authorized representative of each party.

18. No Waiver

If either party fails, at any time, to enforce any right or remedy available to it under this Agreement, that failure shall not be construed to be a waiver of the right or remedy with respect to any other breach or failure by the other party.

19. Severability

A declaration by any court, or other binding legal source, that any provision of this Agreement or any Schedule is illegal and void, will not affect the legality and enforceability of any other provisions of this Agreement, unless the provisions are mutually dependent.

20. Internet Acceptable Use Policy and Security

If Customer subscribes to any Frontier Internet service, Customer shall comply with Frontier's Acceptable Use Policy ("AUP"), which Frontier may modify at any time. The current AUP is available for review at the following address, subject to change:

http://www.frontier.com/policies/commercial_aup/

Customer is responsible for maintaining awareness of the current AUP and adhering to the AUP as it may be amended from time to time. Failure to comply with the AUP is grounds for immediate suspension or termination of Frontier Internet Service, notwithstanding any notice requirements of Section 9(a) above.

Customer is responsible for the security of its own networks, equipment, hardware, software and software applications. Abuse that occurs as a result of Customer's systems or account being compromised or as a result of activities of third parties permitted by Customer may result in suspension of Customer's accounts or Internet access by Frontier. Customer will defend and indemnify Frontier and its affiliates with respect to claims arising

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from Customer's or third parties' usage of Frontier Internet access through Customer's hardware or software.

Customer shall not bundle or resell Frontier Internet access Services unless Customer subscribes to a Schedule designed for the provision of Internet access by Customer to its customers through Frontier facilities.

21. Non-Frontier Maintained Equipment

If Customer elects to maintain a PBX or similar switching or routing equipment directly or through a third party, then Customer assumes all risks of such maintenance including but not limited to toll fraud that may occur as a result of weak, default or missing passwords. Frontier will not provide credits for fraudulent usage if Frontier does not maintain the equipment.

22. Additional Provisions (if applicable, Customer to initial where indicated)

a. Surcharge Exemption Certification (applies to special access / private line circuits):

Customer certifies [initial: _____]: That any special access lines/circuits to be provided by Frontier do not include a termination connected to a PBX or other device capable of interconnecting the line/circuit to a local exchange subscriber line.

Customer understands that if it cannot so certify, or otherwise qualify for another exemption under Frontier's tariff, a special access surcharge may be required to be assessed on each dedicated line/circuit.

b. Interstate / Intrastate Pricing Certification (applies to dedicated point-to-point services):

If the Schedules include dedicated point-to-point Service(s), Customer certifies that its dedicated point-to-point traffic over such Services: [initial: _____] will be more than 10% interstate in nature; OR [initial: _____] will be 10% or less interstate in nature. The term "interstate in nature" means that the traffic originates in one state and terminates in another state or outside the United States, regardless of how it is routed.

[INTERNAL USE ONLY - SELECT ONE: ICB | NA]

22. Insurance

Prior to performing any work on Customer property, Frontier shall procure and, for the life of this Agreement, maintain general liability insurance in a minimum amount of \$1,000,000 per occurrence, automobile liability insurance in a minimum amount of \$300,000 per occurrence, and workers compensation insurance in compliance with the laws of the State of Ohio. The general and automobile liability policies shall list Customer as an additional insured. Frontier shall, upon request, provide Customer with certificates of insurance, including properly executed endorsements indicating Customer's listing as an additional insured, in compliance with Section.

TERMS AND CONDITIONS

1. Obligations of Customer

A. Customer shall, at its own expense, provide all necessary preparation required to comply with Frontier's installation standards, and shall provide any necessary electric power and other resources at its own premises or for its own facilities. Customer shall be responsible for the costs of any relocation of Network Services once installed by Frontier, unless such relocation is initiated by Frontier, and shall provide to Frontier and to suppliers of communications lines reasonable access to Customer's premises to perform any acts required by this Schedule.

B. Customer shall provide all necessary cross-connects on the Customer side of the local access company's point of demarcation, and shall be responsible for all payments to the local access company for its services, whether or not acquired through Frontier or its affiliate.

C. Customer shall properly use any equipment or software, and all pass codes, personal identification numbers ("PINs") or other access capability obtained from Frontier or an affiliate or vendor of Frontier and shall surrender the equipment and software in good working order to Frontier at a place specified by Frontier and terminate all use of any access capability upon termination or expiration of this Agreement. Customer shall be responsible for all uses of PINs, pass codes or other access capability during or after the term hereof, and agrees to pay the replacement cost of all equipment and software not returned.

D. Customer shall (1) not permit nor assist others to use the Network Services for any purpose other than that for which they are intended; (2) maintain a suitable technical environment as specified by Frontier; and (3) not move, alter, tamper with, reconfigure, rearrange, add unauthorized equipment to, adjust or repair the Network Services. In the event of any such action by Customer, Frontier shall be free to restore its Network Services to the agreed configuration at Customer's expense, and whether or not it elects to do so, Frontier shall be completely released from any liability or obligation (including any warranty or indemnity obligation) to Customer relative to the Network Services. Customer shall be liable to Frontier for costs or damages suffered by Frontier or an affiliate

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or vendor resulting from any such action.

E. Customer shall use the Network Services for Internet access and Internet use only. In the event that Customer uses the Network Services to provide or utilize any telecommunications service as defined in the Telecommunications Act of 1996 or any state law, or for other service that may be subject to regulation, Customer agrees that it will become certified or otherwise make itself qualified for the provision of or use of such service, and agrees to be responsible for all applicable taxes, fees and charges arising out of such provision, including universal service support payments and similar fees and surcharges.

2. Network Access

Customer shall be the only permitted end-user of the Network Services, regardless of who received Internet access from it. Under no circumstances shall Customer resell or bundle the Network Services, nor permit any third party to access the Network Services in exchange for compensation of any kind.

3. Equipment or Software Not Provided by Frontier

A. Except as may otherwise be agreed upon by Frontier in writing, Customer is solely responsible for purchasing, installing and maintaining any premise or interconnection equipment required for its use of the Network Services. Frontier shall not be responsible for the installation, operation, repair or maintenance of equipment or software not provided by Frontier; nor shall Frontier be responsible for the transmission or reception of information by facilities, services, equipment or software not provided by Frontier.

B. In the event that Customer uses facilities, services equipment or software not provided or approved by Frontier that impairs Customer's use of the Network Services, Customer shall nonetheless be liable for payment for the Network Services, even if Frontier suspends or terminates Network Services as a result. Upon notice from Frontier that the facilities, services, equipment or software not provided or approved by Frontier is causing or is likely to cause hazard, interference or service obstruction, Customer shall immediately eliminate the likelihood of hazard, interference or service obstruction. If Customer requests Frontier to troubleshoot difficulties caused by the equipment or software not provided by Frontier, and Frontier agrees to do so, Customer shall pay Frontier at its then current rates.

C. Frontier shall not be responsible if any changes in the Network Services cause facilities, services, equipment or hardware not provided by Frontier to become obsolete, require modification or alteration, or otherwise affect performance of facilities, services, equipment or hardware not provided by Frontier.

D. Frontier reserves the right to approve the make, model and or software of the Customer-provided router and modem to be used as the gateway to the Frontier Network. Frontier will identify for Customer makes or models of routers and modems with which it has experience, but no such information shall be deemed a recommendation, representation or warranty with respect to such equipment.

E. Frontier and Customer will cooperatively set the initial configuration for the router's interface into the Frontier Network.

F. Customer shall permit Frontier to access the router's SNMP variables, and Customer shall, at Frontier's request, permit one or more Frontier Network management systems to be the recipient of SNMP TRAP messages.

G. Frontier may, from time to time, procure Network Services or facilities from an affiliate of Frontier, and in doing so, may act as an agent and not a principal for the affiliated entity with respect to the procurement and provision of the Network Service or facility. The Network Service or facility may be provided by an affiliate or vendor that is a common carrier, in which case the provision of the service or facility may be provided pursuant to terms and conditions stated in a filed federal or state tariff, which Customer agrees will govern the provision of the service or the facility.

4. Obligations of Frontier

A. Frontier or an affiliate or vendor shall install, operate and maintain the Network Services. Neither Frontier nor any affiliate or vendor of Frontier shall be responsible for the cabling that connects equipment or facilities not provided by Frontier or the affiliate or vendor to the Frontier Network, or for installation, operation and maintenance done by Customer or any entity not designated by Frontier.

B. Frontier warrants that its Network Services will be maintained in good working order for the purposes of provision of Internet access. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. However, Frontier is not responsible in any way for impacts on network performance, data exchange speeds, packet loss, Internet congestion or other failures or delays that occur as a result of others' provision of Internet services or facilities outside the Frontier Network. Frontier will use the same degree of care in performing maintenance of Network Services and facilities as is normal and customary in the information transport business generally. Customer recognizes that routine maintenance may involve incidental interruptions in Service.

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5. Managed Router Services

A. Equipment and configuration options for the provisioning of managed router Services are described in Exhibit A, attached hereto and made a part hereof.

B. Except as otherwise provided herein, Frontier will provide, install, maintain, repair, operate and control the telecommunications equipment necessary for managed router Service ("Frontier Equipment"). Except as otherwise provided herein, Frontier will pay the cost of purchasing and installing all Frontier Equipment necessary for managed router Service to the Point of Termination. Frontier is responsible for the procurement and maintenance of all rights-of-way and private or public easements or licenses required for the installation of Frontier Equipment. Notwithstanding any provision of this Agreement to the contrary, if Customer provides its own telecommunications equipment, Frontier will have no obligation to install, maintain or repair such Customer equipment. Maintenance and repair of the system will be performed so as to meet the manufacturer's specifications and any specifications.

C. Frontier will endeavor to provide forty-eight (48) hours' notice, via telephone or email, prior to any scheduled maintenance, planned enhancements or upgrades, which may result in a degradation or disruption in Service. Frontier reserves the right to suspend Service for Emergency Maintenance to Frontier's network without notice to Customer. Customer shall designate a primary contact for receipt of such notice. Customer shall provide valid telephone and e-mail contact information for the designated contact. Customer shall inform Frontier of any changes to the primary contact or related information. Frontier's notification obligation extends only to the sending of a notification e-mail and/or a voicemail to the applicable phone contact at the number provided by Customer.

D. The parties agree that if any party, in its sole discretion, determines that an emergency action is necessary to protect its own network the party may block any transmission path over its network by the other party where transmissions do not meet standard industry requirements. The parties further agree that none of their respective obligations to one another under this Agreement will be affected by any such blockage and that no party will have any obligation to the other party for any claim, judgment or liability resulting from such blockage.

E. Employees or agents of Frontier will have escorted access to any Frontier Equipment or facilities on Customer's or End User Premises. If Customer provides equipment and/or conduit space for Frontier Equipment, Customer will grant Frontier access to its Premises for the installation, operation, removal, repair and maintenance of the facilities and equipment for the Services hereunder. To the extent access is outside the control of Customer, Customer will cooperate with Frontier in obtaining access to its Premises or its End Users' Premises to install, operate, and maintain, repair and remove such Frontier Equipment. Frontier employees or agents will comply with the State/Federal, End-Users and/or Customer access and security rules and regulations.

F. Customer shall not permit any liens to be placed on Frontier Equipment due to Customer's action or inaction. Customer will not tamper with, remove or conceal any Frontier identifying plates, tags or labels. Customer hereby grants to Frontier the right to recover Frontier provided equipment from Customer's Premises upon termination of this Agreement.

G. Neither party will adjust, align, or attempt to repair the other party's telecommunications equipment except as expressly authorized in advance in writing by the other party. Neither party's telecommunications equipment will be removed or relocated by the other party.

H. Customer shall not permit any liens placed on Frontier Equipment due to Customer's action or inaction. Any lien will be discharged by Customer within ten (10) days of notice of filing. Failure to discharge any such lien is a material breach of this Agreement, and may result in immediate termination.

HIGH CAPACITY SERVICE REQUIREMENTS

Thank You for Choosing Frontier for Your High Capacity Service.

To ensure a smooth implementation of your service, there are several requirements that we wish to bring to your attention:

Site Contacts

- If you have an internal project coordinator for the T1 installation, we request person's name and telephone number.
- In order gain access to your building and install the T1 service the way you required, we require names and telephone numbers of customer representatives who are at the location where the T1 is to be installed.
- If there are any special requirements you have for us, such as how to gain entrance to your building or how the T1 cable is to be run, please let us know.

Demarcation Point ("Demarc")

- Frontier will look to terminate the T1 at the Frontier designated demarcation point within the building.
- Extending the service to another location, separate from the "demarc," is the responsibility of the Customer. Frontier may be requested to provide service to another location at an additional charge.

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Backboard

- Frontier will need you to supply us with at least a 2 foot by 2 foot plywood backboard space to install a T1. The T1 jack is usually placed on this backboard. More space is required for multiple T1s. More than one backboard may be required if the service is being extended.

T1 Service Jack

- Frontier will terminate your T1 service on a standard RJ48X interface using a smart jack.
- For T1 service provided over copper facilities, Frontier will provide power for the T1 jack.
- For T1 service provided over fiber facilities, Frontier requests that you provide 120V AC power (15 amp minimum) for the T1 interface equipment (see power below).

T1 Channel Service Units (CSUs)

- Frontier's service requires that the Customer use a T1 CSU to connect to the network (T1 jack).
- T1 CSUs are used by customers to connect T1s to PBXs, multiplexers, etc.
- Frontier does not provide the line power for CSUs. Your CSUs must be optioned and installed to use you own power. This is the case for the both copper and fiber-supplied T1s.

Power

- If you require your T1 service to be operational during a power outage, we recommend that any power you provide to Frontier and/or used by your T1 CSU be on an Uninterruptible Power Supply (UPS).
- If you wish to provide us with 48 Volt DC power, please let us know so we can install DC equipment. (This can often be supplied by your PBX vendor.) At your request at time of order, Frontier can provide a UPS for the equipment at an additional charge.

Large Installations

- If Frontier is installing many T1s or a DS3, a Frontier engineer will usually make a visit to your location to determine if Frontier will have additional requirements for the installation.
- The Frontier engineer will discuss with the contact person you have designated, any specific requirement he/she may have.
- Additional requirements may consist of added backboard space or 23" equipment rack space and additional power. Also, instead of on the backboard, the T1 jack might be located in an equipment shelf either mounted on a backboard or in an equipment rack.

(Exhibit and Schedule form pages of the agreement available in the Department of Job of Family Services and the Commissioners Office until no longer of administrative services).

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

RESOLUTION NO. 11-1336

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Director Emergency Medical Services recommends promoting Dana Phillips to a full-time paramedic with the EMS Department; effective date November 12, 2011;

Therefore Be It Resolved, that the Board of Commissioners approve promoting Dana Phillips to a full-time paramedic with the EMS Department; effective date November 12, 2011.

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

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Stapleton

- Meeting For CORSA Application With Administrative Services
- Attended A CORSA Meeting On Thursday
- Attended A CCOA Meeting On Thursday
- On Friday Will Attend A CCAO Executive Meeting Followed By A New Legislative CCOA Board Meeting That Will Discuss The Association And Lobbying Efforts

Commissioner O'Brien

- Central Ohio Youth Center Meeting Later Today

Commissioner Thompson

- Board Of Revisions

RESOLUTION NO. 11-1337

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

It was moved by Mr. Thompson, seconded by Mr. O'Brien to adjourn into Executive Session at 10:30AM.

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

RESOLUTION NO. 11-1338

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. O’Brien, seconded by Mr. Thompson to adjourn out of Executive Session at 10:47AM.

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

Notice A Special Budget Session For Monday November 28, 2011 At 1:00PM And Thursday December 1, 2011 At 1:00PM.

There being no further business, the meeting adjourned.

Ken O’Brien

Dennis Stapleton

Tommy Thompson

Jennifer Walraven, Clerk to the Commissioners