

COMMISSIONERS JOURNAL NO. 59 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 8, 2013

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

Present:
Dennis Stapleton, Vice President
Gary Merrell, Commissioner

Absent:
Ken O'Brien, President

RESOLUTION NO. 13-803

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD AUGUST 1, 2013:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on August 1, 2013; and

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

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

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

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 13-804

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0807:

It was moved by Mr. Merrell, seconded by Mr. Stapleton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0807 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Desc	Account	Amount	Line
ENVIRONMENTAL SERVICES-SERVICES AND CHARGES					
R1305016	KONESCRANES INC	CRANE INSPECTIONS AND REPAIRS - OECC	66211903 - 5328	\$6,000.00	0001
R1305016	KONESCRANES INC	CRANE INSPECTIONS AND REPAIRS - ALUM CREEK	66211904 - 5328	\$4,000.00	0002
R1305016	KONESCRANES INC	CRANE INSPECTIONS AND REPAIRS - TARTAN	66211906 - 5328	\$250.00	0003
JOB AND FAMILY-SERVICES AND CHARGES					
R1304978	NORTHWOODS CONSULTING PARTNERS INC	SOFTWARE LICENSING	22411601 - 5320	\$5,400.00	0001
JOB AND FAMILY-CAPITAL					
R1305019	OFFICE CITY EXPRESS INC	WORKSTATION RENOVATION	22411605 - 5450	\$20,237.61	0001
JOB AND FAMILY-MATERIALS AND SUPPLIES					
R1305019	OFFICE CITY EXPRESS INC	CHAIRS TACKBOARD	22411605 - 5250	\$3,607.46	0002

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

RESOLUTION NO. 13-805

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Director of Emergency Services is requesting that seven (7) Delaware County Emergency Services Employees attend a National Academy of Emergency Dispatch class at Columbus Fire Division from September

**COMMISSIONERS JOURNAL NO. 59 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 8, 2013**

16-18, 2013 at the cost of \$2240.00 (fund number 21411306).

The Director of Emergency Services is requesting that seven (7) Delaware County Emergency Services Employees attend a National Academy of Emergency Dispatch class at Columbus Fire Division September 19 and 20, 2013 at the cost of \$2240.00 (fund number 21411306).

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

RESOLUTION NO. 13-806

**IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION FOR THE
FEDERALLY FUNDED PORTION OF THE DEL-CR124-1.88 HOME ROAD AND STATE ROUTE
257 INTERSECTION IMPROVEMENTS:**

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

The following supplemental appropriation is hereby approved:

29440425-4509	Home and SR 257 Intersection – Federal Grants A	\$563,000
29440425-5420	Home and SR 257 Intersection – Road Constructions	\$563,000

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

RESOLUTION NO. 13-807

**IN THE MATTER OF APPROVING THE TECHNICAL SERVICE SUPPORT AGREEMENT
BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE
COUNTY EMERGENCY MEDICAL SERVICES AND PHYSIO-CONTROL CORPORATION:**

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

Whereas, the EMS department recommends approval of the agreement with Physio-Control Corporation;

Now, Therefore Be It Resolved, that the Delaware County Board of Commissioner's approves the agreement with Physio-Control Corporation.

TECHNICAL SERVICE SUPPORT AGREEMENT

Contract Number:	
End User # 03703901	Bill to # 03703901
DELAWARE COUNTY EMS	DELAWARE COUNTY EMS
10 COURT ST.	10 COURT ST.
DELAWARE, OH 43015	DELAWARE, OH 43015

This Technical Service Support Agreement begins on 6/6/2013 and expires on 6/5/2016.

The designated Covered Equipment and/or Software is listed on Schedule A. This Technical Service Agreement is subject to the Terms and Conditions of this document and any Schedule B, if attached. If any Data Management Support and Upgrade Service is included on Schedule A then this Technical Service Support Agreement is also subject to Physio-Control Corp.'s Data Management Support and Upgrade Service Terms and Conditions, rev 7/99-1.

Price of coverage specified on Schedule A is \$38,874.00 per term, payable in Annual installments.

Special Terms:
15% DISCOUNT ON ACCESSORIES AND DISPOSABLES

**PHYSIO-CONTROL, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT TERMS AND CONDITIONS**

Customer's signature or purchase order referencing this Technical Service Support Agreement are required prior to Physio-Control acceptance of this Agreement This Agreement covers only the equipment listed on Schedule A ("Covered Equipment") These terms constitute the complete agreement between the parties and they shall govern over any other documents. These terms may not be revised in any manner without the prior written consent of Physio-Control

SERVICES. The services provided under this Agreement are set forth on Schedule A. Physio-Control strives to return service calls within two (2) hours. and strives to resolve service issues within twenty-four (24)

**COMMISSIONERS JOURNAL NO. 59 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 8, 2013**

hours. Following service, Physio-Control will provide Customer with a written report of actions taken or recommended and identification of any materials replaced or recommended for replacement. The following services are available:

"Repair Only Service" means repairs, Battery Replacement Service, parts and labor necessary to restore Covered Equipment to original specifications subject to Exclusions.

"Inspection Only Service" means inspections of Covered Equipment to verify proper device calibration, mechanical operations and output measurements electrical safety check in accordance with National Fire Protection Association (NFPA) guidelines and labor subject to Exclusions.

"Repair and Inspect Service" means repairs, Battery Replacement Service, parts and labor necessary to restore Covered Equipment to original specifications and inspections to verify proper device calibration, mechanical operations and output measurements electrical safety check in accordance with NFPA guidelines and Updates (as set forth below), subject to Exclusions.

"Battery Replacement Service" means replacement of batteries on a one-for-one, like-for-like basis, up to the number of batteries and/or devices listed in Schedule A. Only batteries manufactured or distributed by Physio-Control are eligible for replacement Battery replacement is available upon Customer notification to Physio-Control of the occurrence of:

- (i) Battery failure as determined by Customer's performance testing and evaluation in accordance with the applicable Operating Instructions; or
- (ii) The end of the useful life of the battery as set forth in the applicable Operating Instructions

At the discretion of Physio-Control, battery replacement shall be effected by shipment to Customer and replacement by Customer, or by on-site delivery and replacement by a Physio-Control Service Technician. Upon Customer's receipt of a replacement battery, the battery being replaced shall become the property of Physio-Control, and Customer must return the battery being replaced to Physio-Control for proper disposal. In the event that Physio-Control does not receive the battery Customer will be charged at the then-current rate for the replacement battery.

"On-Site Service" means that a Physio-Control factory-trained technician will provide service at Customer's location. Services will be performed between 8:00am and 5:00pm local time, Monday through Friday, excluding holidays. Customer is to ensure Covered Equipment is available for service at scheduled times. Some service may not be completed On-Site. Physio-Control will cover travel and/or round-trip freight for Covered Equipment that must be sent to our designated service facility for repair.

"24-hour On-Site Service" means that a Physio-Control factory-trained technician will provide service at Customer's location at any time, except on the holidays listed above. Customer is to ensure Covered Equipment is available for service at scheduled times. Some service may not be completed On-Site. Physio-Control will cover travel and/or round-trip freight for Covered Equipment that must be sent to our designated service facility for repair.

"Ship-In Service" means that service will be performed at Physio-Control's designated service facility. Physio-Control will cover round-trip freight for Covered Equipment that is sent to our designated service facility for repair.

If Covered Equipment is not available as scheduled or Customer requests services or goods not covered by this Agreement or outside of designated service frequency or hours Physio-Control will charge Customer at Physio-Control's standard labor rates less 10% (including overtime, if appropriate) and applicable travel costs. Parts required for such repairs will be made available at 15% off the then-current list price.

EXCLUSIONS. Unless otherwise specified, this Agreement does not include:

- supply or repair of accessories or disposables
- repair of damage caused by misuse, abuse, abnormal operating conditions, use of batteries or other products not distributed by Physio-Control, operator errors, or acts of God
- case changes
- repair or replacement of items not originally distributed or installed by Physio-Control
- Upgrades and installation of Upgrades
- battery maintenance, performance testing, evaluation, removal and recycling

LOANERS. If Covered Equipment must be removed from service to complete repairs, Physio-Control will provide Customer with a loaner device, if one is available, until the Covered Equipment is returned. Customer assumes complete responsibility for the loaner and shall return the loaner at Customer's expense to Physio-Control.

**COMMISSIONERS JOURNAL NO. 59 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 8, 2013**

in the same condition as received, upon the earlier of the return of the removed Covered Equipment or Physio-Control's request.

UPDATES. "Update" means a change to a device to enhance its current features, stability, or software. If Repair and Inspect Service is designated for Covered Equipment on Schedule A. Physio-Control will install Updates at no additional cost, provided such Updates are installed at the time of regularly scheduled service. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% less than the then-current list price. Updates installed on Covered Equipment designated as Repair Only Service, Inspect Only Service, or at a time other than regularly scheduled Repair and Inspect Service will be billed on a separate invoice at the then-current list price less 20%.

UPGRADES. "Upgrade" means a major, standalone version of software or the addition of features or capabilities to a device. Upgrades must be purchased separately, and are not provided under this Agreement. Upgrades are available at a rate of 17% less than the then-current list price.

PRICING. Pricing is set forth on the front page of this Agreement. Prices do not include taxes. Sales, service or use taxes will be invoiced in addition to the price of the goods and services covered by this Agreement unless Physio-Control receives a copy of a valid exemption certificate. If the number or configuration of Covered Equipment changes during the Term, pricing shall be pro-rated accordingly. For inspection Only Service and Repair and Inspect Service, no pricing deduction will be made for removal of Covered Equipment if an inspection has already been performed during the Term. Discounts will not be combined with other special terms, discounts, and/or promotions.

PAYMENT. Payment is due within thirty (30) days of invoice date.

WARRANTY. Physio-Control warrants services performed under this Agreement and replacement parts provided in performing such services against defects in material and workmanship for ninety (90) days from the date a service was performed or a part was provided. Customer's sole remedy shall be re-servicing the affected unit and/or replacement of any part determined to be defective, without additional charge, provided Customer notifies Physio-Control of any allegedly defective condition within ten (10) calendar days of its discovery by Customer. Physio-Control makes no other warranties, express or implied, including, without limitation. **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO-CONTROL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR OTHER DAMAGES.**

TERM. The initial Term is set forth on the front page of this Agreement. This Agreement shall automatically renew unless terminated by either party with written notice thirty (30) days prior to the expiration of the then-current term. Prices are subject to change upon renewal.

TERMINATION. Either party may terminate this Agreement for material breach by the other party by providing thirty (30) days' written notice to the other party, and provided such breach is not cured within the notice period. In addition, either party may terminate this Agreement at any time upon sixty (60) days' prior written notice to the other party. In the event of such early termination, Customer shall be responsible for the portion of the designated price which corresponds to the portion of the Term prior to the effective date of termination and the cost of any services rendered during the Term.

DELAYS. Physio-Control will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from any cause beyond its reasonable control, including, but not limited to, acts of God, labor disputes, labor shortages, the requirements of any governmental authority, war, civil unrest, delays in manufacture, obtaining any required license or permit, and Physio-Control's inability to obtain goods from its usual sources. Any such delay shall not be considered a breach of Physio-Control's obligations and the performance dates shall be extended for the length of such delay.

DEVICE INSPECTION BEFORE ACCEPTANCE. All devices that are not under Physio-Control Limited Warranty or a current Technical Service Support Agreement must be inspected and repaired (if necessary) to meet original specifications at then-current list prices prior to being covered under a Technical Service Support Agreement.

MISCELLANEOUS. (a) Customer agrees to not employ or offer employment to anyone performing services on Physio-Control's behalf during the Term of this Agreement or for one (1) year following its expiration without Physio-Control's prior written consent; (b) this Agreement, and any related obligation of other party, may not be assigned in whole or in part without the prior written consent of the other party; (c) this Agreement shall be governed by the laws of the State in which the service is provided; (d) all costs and expenses incurred by the prevailing party related to the enforcement of its rights under this Agreement, including reasonable attorney's fees, shall be reimbursed by the other party.

COMMISSIONERS JOURNAL NO. 59 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 8, 2013

Equipment Location: DELAWARE CTY EMS, 0370390 1
10 COURT ST DELAWARE, OH 43015

Scope of Service: POS AED 1 On Site Inspection per Year with 1 Lithium Batt

Model	Part Number	Serial Number	Ref.	Date	Date	Inspections
LIFEPAK® 1000	320371500229	41443992	12	6/6/2013	6/5/2016	3
LIFEPAK® 1000	320371500229	41443993	13	6/6/2013	6/5/2016	3
LIFEPAK® 1000	320371500229	41443994	14	6/6/2013	6/5/2016	3
LIFEPAK® 1000	320371500229	41443995	15	6/6/2013	6/5/2016	3
LIFEPAK® 1000	320371500229	41443996	16	6/6/2013	6/5/2016	3

Scope of Service: POS LP 15 On Site Repair and 1 Insp. per Year: M-F/8-5

Model	Part Number	Serial Number	Ref Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® 15	v 15-2-001565	41405664	1	6/6/2013	6/5/2016	3
LIFEPAK® 15	v 15-2-001565	41408552	2	6/6/2013	6/5/2016	3
LIFEPAK® 15	v 15-2-001565	41408645	3	6/6/2013	6/5/2016	3
LIFEPAK® 15	v 15-2-001565	41408675	4	6/6/2013	6/5/2016	3
LIFEPAK® 15	v 15-2-001565	41408762	5	6/6/2013	6/5/2016	3
LIFEPAK® 15	v 15-2-001565	41408812	6	6/6/2013	6/5/2016	3
LIFEPAK® 15	v 15-2-001565	41408827	7	6/6/2013	6/5/2016	3
LIFEPAK® 15	v 15-2-001565	41408850	8	6/6/2013	6/5/2016	3
LIFEPAK® 15	v 15-2-001565	41409846	9	6/6/2013	6/5/2016	3
LIFEPAK® 15	v 15-2-001565	41409936	10	6/6/2013	6/5/2016	3
LIFEPAK® 15	v 15-2-001565	41410018	11	6/6/2013	6/5/2016	3

**PHYSIO-CONTROL, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT
SCHEDULE B**

LIFEPAK® 15 Monitor/Defibrillator Repair Service includes:

- Standard detachable hard paddle repairs.
- Replacement or repair of Physio-Control Redi-Charge battery charging systems (Catalog # 11141-000115) on a one-for-one basis with the total number of LP15 Defibrillator / Monitors listed in Schedule A. and as determined necessary by Physio-Control.
- Power Adapter repair/replacement.
- Battery Coverage
- Replacement of three (3) LIFEPAK Li-ion Batteries every two (2) years, or upon battery failure.

LIFEPAK® 1000 AED Inspection-only with Battery Replacement service includes:

- Periodic inspections as set forth on Schedule A.
- Updates installed at no additional cost provided such Updates are installed at the time of regularly scheduled service. If parts must be replaced to accommodate installation of new software such parts may be purchased at a rate of 50% less than the then-current list price. Updates installed at a time other than regularly scheduled service will be on a separate invoice at the then-current list price less 20%.

- Battery Coverage
 - o Replacement of up to one (1) LIFEPAK® 1000 Rechargeable Battery Pak every two (2) years, or upon failure:
- OR
 - o Replacement of up to one LIFEPAK® 1000 Li-ion Battery Pak every five (5) years for each LIFEPAK® 1000 AED listed on Schedule A. or upon failure.

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

RESOLUTION NO. 13-808

**IN THE MATTER OF APPROVING THE TECHNICAL SERVICE SUPPORT AGREEMENT
ADDENDUM BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE**

COMMISSIONERS JOURNAL NO. 59 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 8, 2013

DELAWARE COUNTY EMERGENCY MEDICAL SERVICES AND PHYSIO-CONTROL CORPORATION:

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

Whereas, the EMS department recommends approval of the agreement addendum with Physio-Control Corporation;

Now, Therefore Be It Resolved, that the Delaware County Board of Commissioner's approves the addendum agreement with Physio-Control Corporation.

TECHNICAL SERVICE SUPPORT AGREEMENT

Contract Number:

End User # 03703901
DELAWARE COUNTY EMS
10 COURT ST.
DELAWARE, OH 43015

Bill to # 03703901
DELAWARE COUNTY EMS
10 COURT ST.
DELAWARE, OH 43015

This Technical Service Support Agreement begins on 5/12/2012 and expires on 5/12/2015.

The designated Covered Equipment and/or Software is listed on Schedule A. This Technical Service Agreement is subject to the Terms and Conditions of this document and any Schedule B, if attached.

If any Data Management Support and Upgrade Service is included on Schedule A then this Technical Service Support Agreement is also subject to Physio-Control Corp.'s Data Management Support and Upgrade Service Terms and Conditions, rev 7/99-1.

Price of coverage specified on Schedule A is \$25,862.00 per term, payable in Annual installments.

This price represents an adjustment of (\$20,341 .00) based on this contract's previous price of \$46,203.00

Special Terms

- 15% DISCOUNT ON ACCESSORIES
- 15% DISCOUNT ON ELECTRODES

PHYSIO-CONTROL, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT TERMS AND CONDITIONS

Customer's signature or purchase order referencing this Technical Service Support Agreement are required prior to Physio-Control's acceptance of this Agreement. This Agreement covers only the equipment listed on Schedule A ("Covered Equipment"). These terms constitute the complete agreement between the parties and they shall govern over any other documents. These terms may not be revised in any manner without the prior written consent of Physio-Control.

SERVICES. The services provided under this Agreement are set forth on Schedule A. Physio-Control strives to return service calls within two (2) hours, and strives to resolve service issues within twenty-four (24) hours. Following service, Physio-Control will provide Customer with a written report of actions taken or recommended and identification of any materials replaced or recommended for replacement. The following services are available

"Repair Only Service" means repairs, Battery Replacement Service, parts and labor necessary to restore Covered Equipment to original specifications, subject to Exclusions

"Inspection Only Service" means inspections of Covered Equipment to verify proper device calibration, mechanical operations and output measurements, electrical safety check in accordance with National Fire Protection Association (NFPA) guidelines and labor, subject to Exclusions.

"Repair and Inspect Service" means repairs, Battery Replacement Service, parts and labor necessary to restore Covered Equipment to original specifications, and inspections to verify proper device calibration, mechanical operations and output measurements electrical safety check in accordance with NFPA guidelines and Updates (as set forth below), subject to Exclusions.

"Battery Replacement Service" means replacement of batteries on a one-for-one, like-for-like basis, up to the number of batteries and/or devices listed in Schedule A. Only batteries manufactured or distributed by Physio-Control are eligible for replacement. Battery replacement is available upon Customer notification to Physio-Control of the occurrence of:

- (i) Battery failure as determined by Customer's performance testing and evaluation in accordance with the applicable Operating Instructions, or

**COMMISSIONERS JOURNAL NO. 59 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 8, 2013**

(ii) The end of the useful life of the battery as set forth in the applicable Operating Instructions

At the discretion of Physio-Control, battery replacement shall be effected by shipment to Customer and replacement by Customer, or by on-site delivery and replacement by a Physio-Control Service Technician. Upon Customer's receipt of a replacement battery, the battery being replaced shall become the property of Physio-Control, and Customer must return the battery being replaced to Physio-Control for proper disposal. In the event that Physio-Control does not receive the battery Customer will be charged at the then-current rate for the replacement battery.

"On-Site Service" means that a Physio-Control factory-trained technician will provide service at Customer's location. Services will be performed between 8:00am and 5:00pm local time, Monday through Friday, excluding holidays. Customer is to ensure Covered Equipment is available for service at scheduled times. Some service may not be completed On-Site. Physio-Control will cover travel and/or round-trip freight for Covered Equipment that must be sent to our designated service facility for repair.

"24-hour On-Site Service" means that a Physio-Control factory-trained technician will provide service at Customer's location at any time, except on the holidays listed above. Customer is to ensure Covered Equipment is available for service at scheduled times. Some service may not be completed On-Site. Physio-Control will cover travel and/or round-trip freight for Covered Equipment that must be sent to our designated service facility for repair.

"Ship-In Service" means that service will be performed at Physio-Control's designated service facility. Physio-Control will cover round-trip freight for Covered Equipment that is sent to our designated service facility for repair.

If Covered Equipment is not available as scheduled or Customer requests services or goods not covered by this Agreement or outside of designated service frequency or hours. Physio-Control will charge Customer at Physio-Control's standard labor rates less 10% (including overtime, if appropriate) and applicable travel costs. Parts required for such repairs will be made available at 15% off the then-current list price.

EXCLUSIONS. Unless otherwise specified, this Agreement does not include:

- supply or repair of accessories or disposables
- repair of damage caused by misuse, abuse, abnormal operating conditions, use of batteries or other products not distributed by Physio-Control, operator errors, or acts of God
- case changes
- repair or replacement of items not originally distributed or installed by Physio-Control
- Upgrades and installation of Upgrades
- battery maintenance, performance testing evaluation, removal and recycling

LOANERS. If Covered Equipment must be removed from service to complete repairs, Physio-Control will provide Customer with a loaner device, if one is available, until the Covered Equipment is returned. Customer assumes complete responsibility for the loaner and shall return the loaner at Customer's expense to Physio-Control in the same condition as received, upon the earlier of the return of the removed Covered Equipment or Physio-Control's request.

UPDATES. "Update" means a change to a device to enhance its current features, stability, or software. If Repair and Inspect Service is designated for Covered Equipment on Schedule A, Physio-Control will install Updates at no additional cost, provided such Updates are installed at the time of regularly scheduled service. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% less than the then-current list price. Updates installed on Covered Equipment designated as Repair Only Service, Inspect Only Service, or at a time other than regularly scheduled Repair and Inspect Service will be billed on a separate invoice at the then-current list price less 20%.

UPGRADES. "Upgrade" means a major, standalone version of software or the addition of features or capabilities to a device. Upgrades must be purchased separately, and are not provided under this Agreement. Upgrades are available at a rate of 17% less than the then-current list price.

PRICING. Pricing is set forth on the front page of this Agreement. Prices do not include taxes. Sales, service or use taxes will be invoiced in addition to the price of the goods and services covered by this Agreement unless Physio-Control receives a copy of a valid exemption certificate. If the number or configuration of Covered Equipment changes during the Term, pricing shall be pro-rated accordingly. For Inspection Only Service and Repair and Inspect Service, no pricing deduction will be made for removal of Covered Equipment if an inspection has already been performed during the Term. Discounts will not be combined with other special terms, discounts, and/or promotions.

COMMISSIONERS JOURNAL NO. 59 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD AUGUST 8, 2013

PAYMENT. Payment is due within thirty (30) days of Invoice date.

WARRANTY. Physio-Control warrants services performed under this Agreement and replacement parts provided in performing such services against defects in material and workmanship for ninety (90) days from the date a service was performed or a part was provided. Customer's sole remedy shall be re-servicing the affected unit and/or replacement of any part determined to be defective, without additional charge, provided Customer notifies Physio-Control of any allegedly defective condition within ten (10) calendar days of its discovery by Customer. Physio-Control makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO-CONTROL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR OTHER DAMAGES.**

TERM. The initial Term is set forth on the front page of this Agreement. This Agreement shall automatically renew unless terminated by either party with written notice thirty (30) days prior to the expiration of the then-current term. Prices are subject to change upon renewal.

TERMINATION. Either party may terminate this Agreement for material breach by the other party by providing thirty (30) days' written notice to the other party, and provided such breach is not cured within the notice period. In addition, either party may terminate this Agreement at any time upon sixty (60) days' prior written notice to the other party. In the event of such early termination, Customer shall be responsible for the portion of the designated price which corresponds to the portion of the Term prior to the effective date of termination and the cost of any services rendered during the Term.

DELAYS. Physio-Control will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from any cause beyond its reasonable control, including, but not limited to, acts of God, labor disputes, labor shortages, the requirements of any governmental authority, war, civil unrest, delays in manufacture, obtaining any required license or permit, and Physio-Control's inability to obtain goods from its usual sources. Any such delay shall not be considered a breach of Physio-Control's obligations and the performance dates shall be extended for the length of such delay.

DEVICE INSPECTION BEFORE ACCEPTANCE. All devices that are not under Physio-Control Limited Warranty or a current Technical Service Support Agreement must be inspected and repaired (if necessary) to meet original specifications at then-current list prices prior to being covered under a Technical Service Support Agreement.

MISCELLANEOUS. (a) Customer agrees to not employ or offer employment to anyone performing services on Physio-Control's behalf during the Term of this Agreement or for one (1) year following its expiration without Physio-Control's prior written consent; (b) this Agreement, and any related obligation of other party, may not be assigned in whole or in part without the prior written consent of the other party; (c) this Agreement shall be governed by the laws of the State in which the service is provided; (d) all costs and expenses incurred by the prevailing party related to the enforcement of its rights under this Agreement, including reasonable attorney's fees, shall be reimbursed by the other party.

SCHEDULE A

Contract Number: PB151057
Equipment Location: DELAWARE CTY EMS, 03703901
10 COURT ST
DELAWARE, OH 43015

Scope Of Service: LPCR/Express Onsite Gold Plan

Model	Part Number	Serial Number	Line	Date	Date	Inspections
LIFEPAK® CR PLUS	3200731-002	31335215	14	5/2/2012	5/1/2015	3
LIFEPAK® CR PLUS	3200731-002	31933908	15	5/2/2012	5/1/2015	3
LIFEPAK® CR PLUS	3200731-002	31933909	16	5/2/2012	5/1/2015	3
LIFEPAK® CR PLUS	3200731-009	39814726	17	5/2/2012	5/1/2015	3
LIFEPAK® CR PLUS	3200731-009	39814724	18	5/2/2012	5/1/2015	3
LIFEPAK® CR PLUS	3200731-009	39814723	19	5/2/2012	5/1/2015	3
LIFEPAK® CR PLUS	3200731-009	39972268	20	5/2/2012	5/1/2015	3
LIFEPAK® CR PLUS	3200731-009	39972269	21**	5/2/2012	5/1/2015	3
LIFEPAK® CR PLUS	3200731-009	38092393	22*1	7/2/2013	5/1/2015	1

COMMISSIONERS JOURNAL NO. 59 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 8, 2013

Scope Of Service AED 1 On Site Inspection per Year with 1 Lithium Battery						
Model	Part Number	Serial Number	Ref Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® 500	3011790-000113	14122457	12	5/2/2012	5/1/2015	3

Scope Of Service Renewal POS On Site Repair - 1 On Site Inspection per Year

Model	Part Number	Serial Member	Ref Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® 12	VLP 12-02-005014	32662561	13	5/2/2012	5/1/2015	3
LIFEPAK® 12	VLP12-02-003781	14326494	1**	5/2/2012	7/1/2013	1
LIFEPAK® 12	VLP 12-02-003513	14330615	2**	5/2/2012	7/1/2013	1
LIFEPAK® 12	VLP 12-02-003513	14327377	3**	5/2/2012	7/1/2013	1
LIFEPAK® 12	VLP 12-02-003513	14327376	4**	5/2/2012	7/1/2013	1
LIFEPAK® 12	VLP 12-02-003513	14327375	5**	5/2/2012	7/1/2013	1
LIFEPAK® 12	VLP 12-02-003513	14317374	6**	5/2/2012	7/1/2013	1
LIFEPAK® 12	VLP 12-02-003513	14317373	7**	5/2/2012	7/1/2013	1
LIFEPAK® 12	VLP 12-02-003513	14327372	8**	5/2/2012	7/1/2013	1
LIFEPAK® 12	VLP 12-02-003513	14254498	9**	5/2/2011	7/1/2013	1
LIFEPAK® 12	VLP 12-02-003781	14326498	10**	5/2/2012	7/1/2013	1
LIFEPAK® 12	VLP 12-02-003513	14327371	11**	5/2/2012	7/1/2013	1

**Denotes an inventory line that has changed since the last contract revision or addendum

LIFEPAK® 12 Defibrillator/Monitor Repair Service includes:

- Standard detachable hard paddle repairs.
- Power Adapter repair / replacement.
- Replacement of failed internal coin cell batteries.
- Preventative replacement of internal coin cell batteries up to the number of coin cell batteries listed in the Additional items section of Schedule A according to Physio-Control service specifications.
- Battery coverage
- Replacement of four (4) Physio-Control FASTAK®, FASTPAK 2, LIFEPAK SLA, LIFEPAK NiCd Battery every two years, or upon battery failure:
OR
- Replacement of three (3) LIFEPAK Li-ion Batteries every two years or upon battery failure

LIFEPAK® 500 AED Inspection-Only with Battery Replacement Service includes

- Periodic inspections as set forth on Schedule A.
- Updates installed at no additional cost provided such updates are installed at the time of regularly scheduled service. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 50% less than the then-current list price. Updates installed at a time other than regularly scheduled service will be billed on a separate invoice at the then-current list price less 20%.
- Battery Coverage
- Replacement of up to two (2) LIFEPAK 500 SLA Battery Paks every two (2) years, or upon battery failure:
OR
- Replacement of up to one (1) LIFEPAK 500 Li-ion Battery Pak every five (5) years for each LIFEPAK 500 AED listed on Schedule A or upon battery failure.

SCHEDULE B

LIFEPAK® CR Plus AED Inspection-Only with EventCheck™ Battery Replacement Service includes:

- Periodic inspections as set forth on Schedule A.
- 15% discount off the then-current list price for the purchase of a LIFEPAK CR Plus AED if the covered Equipment is damaged and cannot be repaired.
- 15% discount off the then-current list price for the purchase of CR Plus CHARGE-PAK™ Battery Charger and QUIK-PAK™ Electrode Packets.
- Replacement of up to one (1) CR Plus CHARGE-PAK Battery Charger and two (2) QUIK-PAK Electrodes every time scheduled service is performed, or upon battery failure.
- If Customer uses the LIFEPAK CR Plus AED, Physio-Control will assist Customer in downloading the device data for clinical review will provide device data in hard copy format; and will replenish one (1) CHARGE-PAK battery charger and two (2) QUIK-PAK electrodes. Data downloaded from the device shall be provided to the Customer and will not be retained, stored or used in any way by Physio-Control.

**COMMISSIONERS JOURNAL NO. 59 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 8, 2013**

- EventCheck Inspection Procedure to ensure the CR Plus AED is operating according to original specifications.
- If annual inspections are listed on Schedule A. Customer is entitled to one (1) EventCheck service call each year: if biennial inspections are listed on Schedule A. Customer is entitled to one (1) EventCheck service call every two (2) years.
- Additional EventCheck service calls will be billed at a rate of 20% off the then-current list price per call.

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

RESOLUTION NO. 13-809

IN THE MATTER OF ADOPTING A RADIO ALLOCATION AND REPLACEMENT POLICY:

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

WHEREAS, the Delaware County Board of Commissioners (the "Board") maintains and operates the 9-1-1 system and the countywide public safety communications system for Delaware County, excluding the incorporated areas of Westerville, Columbus, and Dublin; and

WHEREAS, in order to provide for the continued safe and efficient operation of the systems, the 9-1-1 Board has recommended the Board adopt a radio allocation and replacement policy; and

WHEREAS, the Director of Emergency Communications and the Public Safety Systems Administrator jointly recommend adoption of the proposed radio allocation and replacement policy;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby adopts the following Radio Allocation and Replacement Policy, effective on August 1, 2013:

Delaware County Emergency Communications
Radio Allocation and Replacement Policy
August 1, 2013

In 2004, the Delaware County Board of Commissioners purchased and installed, and continues to maintain, a Motorola P25 radio system. This system is utilized by all public safety agencies in Delaware County. Since 2004, DelComm has been the entity assigned to maintain the private radio network and all mobile and portable radios, including all accessories and batteries.

DelComm's original assignment, though never officially agreed upon by all agencies, was to provide a one-to-one exchange of existing VHF radios for new Motorola 800 MHz radios. Over the years, DelComm met and exceeded this original plan and continues to provide replacement batteries and accessories.

Currently, there are more than 1200 subscriber units on the system. As agencies add responders and vehicles to fulfill their various missions, there is expected to be a steady increase in the number of subscriber units required over the next few years.

As DelComm plans for the future, the replacement of those subscriber units and the addition of other units must be outlined in a structured plan. It is the responsibility of the County and DelComm to ensure that the entire radio infrastructure is maintained in the highest state of readiness by ensuring infrastructure upgrades and subscriber replacements occur on a regular basis.

The system is close to 10 years old and is scheduled for a major upgrade in 2014 to maintain system reliability, DelComm and the Board of Commissioners are making modifications to the procedures that govern how new radios are added to the system. In addition, changes will also be made in the way accessories and batteries are purchased and maintained for existing subscribers.

The Delaware County Emergency Communications technology sub-committee has prepared this policy to adequately control costs for the maintenance and continued operation of the radio system. Individual Agencies are not expected to incur additional major expenditures unless they choose to add radios.

Current Subscriber Inventory on the System:

DelComm will continue to maintain all County owned subscriber radios and batteries that are listed in inventory as of January 1, 2013. Individual Agencies (Users) will become/remains responsible for all accessories including, but not limited to:

- Shoulder Microphones
- Vehicle Antennas
- Radio Holders
- Ear Pieces
- 6 bank radio chargers
- Vehicular chargers

**COMMISSIONERS JOURNAL NO. 59 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 8, 2013**

- Connections to in-vehicle headsets

DelComm will continue to repair all county owned subscribers' radios. Physical damage due to improper use will continue to be billed back to the individual agencies. Agencies will also continue to be responsible for costs associated with lost or stolen radios.

If a radio is installed in a vehicle it will be the Agencies' responsibility to cover all expenses (including antenna) to have a radio removed and installed into a new vehicle. If a radio is located in a building as a base radio, it will be the Agencies' responsibility to cover all expenses (including power supply) if the radio is to be connected to the building lighting, telephone, or speaker system.

As the current inventory of subscriber radios age, DelComm will establish a procedure to replace the existing subscriber units, both mobile and/or portable radios. DelComm may provide a charger insert for each new portable, if needed, to work with the existing AC chargers. However, DelComm will not provide any new accessories, including, but not limited to, the above listed items.

Additional Subscriber Request:

The following process shall be followed if an agency wishes to add additional units to the existing inventory:

1. Once an Agency has determined the quantity and style of radios desired, the requesting Agency will submit a written request to the System Administrator and/or Director of DelComm to apply for the additional unit(s). The additional radios must meet or exceed all requirements in Appendix A to properly function on the Delaware County 800 System.
2. The Systems Administrator and/or DelComm Director will determine the impact to the system and whether the proposed units are an acceptable/appropriate addition to the system. The agency will be notified within 30 days of receiving the request if the request is either approved or denied. If no responses are received within 30 days the item will be automatically placed as an agenda item at the next 911 Board meeting.
3. If approval is given, the Agency will purchase/obtain the unit(s) to be added to the system at their expense.
4. If the requesting Agency prefers DelComm to purchase the radios, written notification must be provided prior to the budget hearing for the fiscal year in question. If funding is available, DelComm will complete the purchase, and then invoice the requesting Agency for the full cost of the radio(s).
5. The Unit(s) will be assigned an ID by the System Administrator and added to the system.
6. All costs associated with subscriber unit installations will be the responsibility of the requesting agency.

Currently, the Systems Administrator and Analyst are trained to program Motorola and EF Johnson Radios. In addition, they have been trained to complete routine maintenance, alignment, and repairs on Motorola radios ONLY.

DelComm will complete minor repairs on department owned radios that can be handled by DelComm staff. Any radio that has to be sent to an outside vendor for repair will be at the expense of the department. Also, DelComm reserves the right to limit minor repairs in the event it is determined a user is requesting minor repairs too frequently or from abuse of the equipment.

If an Agency wishes to purchase a radio other than Motorola, all repair and/or maintenance work will be at the expense of the purchasing agency. DelComm will program radios at no expense to ensure compliance with programming standards and to maintain the security of our system key.

Appendix A

For Delaware County 800MHz System Only Radios:

- Astro Digital Operation
- Astro 25 9600 Baud Trunking System Operations
- 7/800MHz Primary Band
- To Utilize MARCS along with Delaware County:
- Smartzone System Operation
- SmartzoneOmniLinkMultizone Operation

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

RESOLUTION NO. 13-810

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The County Administrator and Assistant County Administrator/ Director of Administrative Services recommend approval of an unpaid leave of absence for Jill Bowen starting August 14, 2013 for a period not to exceed September 11, 2013;

**COMMISSIONERS JOURNAL NO. 59 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 8, 2013**

Therefore be it Resolved, the Board of Commissioners approve an unpaid leave of absence for Jill Bowen starting August 14, 2013 for a period not to exceed September 11, 2013.

The Director of Job and Family Services recommends hiring Cori Barker as a Full Time Income Maintenance Worker III with JFS; effective September 3, 2013.

Therefore be it Resolved, the Board of Commissioners approve hiring Cori Barker as a Full Time Income Maintenance Worker III; effective September 3, 2013.

The Director of Job and Family Services recommends hiring Aaron Bordick as a Full Time Income Maintenance Worker III; effective September 3, 2013.

Therefore be it Resolved, the Board of Commissioners approve hiring Aaron Bordick as a Full Time Income Maintenance Worker III; effective September 3, 2013.

Whereas, on July 25 2013 with, Resolution No. 13-767, the Board of Commissioners approved to hire Emily Mas-Zollner as a Case Manager for CSEA; effective August 12, 2013; and

Whereas, the CSEA position was decline by the applicant;

Therefore be it Resolved, the Board of Commissioners rescind the approval of employment Emily Mas-Zollner as a Case Manager for CSEA.

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

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Merrell
-No Reports

Commissioner Stapleton
-Reminder for Monday's agenda recognition; Police Chief Robert Taylor, Genoa Township, Retirement

Tim Hansley, County Administrator
-Attended A "Back Stage" View Of The Safari African Project At The Columbus Zoo; Planned For Spring Of 2014; Tourism For Delaware County

RESOLUTION NO. 13-811

IN THE MATTER OF ADJOURNING INTO EXECUTIVE FOR EMPLOYMENT; OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL AND FOR PENDING OR IMMINENT LITIGATION:

It was moved by Mr. Merrell, seconded by Mr. Stapleton to adjourn into Executive Session at 9:42AM.

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

RESOLUTION NO. 13-812

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

**COMMISSIONERS JOURNAL NO. 59 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 8, 2013**

Ken O'Brien

Dennis Stapleton

Jennifer Walraven, Clerk to the Commissioners