

COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 2, 2014

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

Present:
Gary Merrell, President
Dennis Stapleton, Vice President
Ken O'Brien, Commissioner

RESOLUTION NO. 14-1120

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD SEPTEMBER 29, 2014:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on September 29, 2014; 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 Aye

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 14-1121

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1001:

It was moved by Mr. O'Brien, seconded by Mr. Stapleton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1001 and Purchase Orders as listed below:

PR Number	Vendor	Line Desc	Line Account	Amount
R1405386	RC CONCRETE AND DESIGN	EMS 1 - RETAINING WALL AND DRAINAGE	40111402-5328	\$5,230.00

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

RESOLUTION NO. 14-1122

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Director of Child Support Enforcement Agency is requesting that the following staff: Sandy Disantis, Zeke Keesbury, Darci Sholler, Erynn Ringler, Deb Duke, Leslie Owen, Brandy Krouse, Emily Moore, Andrea DelCol, and Deb Benjamin attend an OCDA Fall Training (at various times) in Dublin, Ohio from October 27-28, 2014; at the cost of \$500.00 (fund number 23711630).

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

RESOLUTION NO. 14-1123

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, DAVID W. FISHER, REQUESTING ANNEXATION OF 102.4 ACRES OF LAND IN BERLIN TOWNSHIP TO THE CITY OF DELAWARE:

It was moved by Mr. O'Brien, seconded by Mr. Stapleton to acknowledge that on September 26, 2014, the Clerk to the Board of Commissioners received an annexation petition request to annex 102.4 acres from Berlin Township to the City of Delaware.

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

RESOLUTION NO. 14-1124

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**IN THE MATTER OF DECLARING THE BOARD’S OPINION REGARDING THE
REALIGNMENT OF APPROXIMATELY 1,400 FEET OF HOME ROAD (COUNTY ROAD 124)
LOCATED JUST WEST OF U.S. ROUTE 23 IN ORANGE TOWNSHIP, DELAWARE COUNTY,
OHIO AND SETTING DATE, TIME, AND PLACE FOR THE VIEW AND FINAL HEARING
THEREON:**

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

WHEREAS, pursuant to section 5553.04 of the Revised Code, when the board of county commissioners is of the opinion that it will be for the public convenience or welfare to locate, establish, alter, widen, straighten, vacate, or change the direction of a public road, it shall so declare by resolution, which resolution shall set forth the general route and termini of the road, or part of the road, to be located, established, or vacated, or the general manner in which the road is to be altered, widened, or straightened, or the direction of the road is to be changed; and

WHEREAS, the Delaware County Engineer recommends the realignment of Home Road (County Road 124) west of U.S. Route 23 in Orange Township, Delaware County, Ohio; and

WHEREAS, pursuant to section 5553.05 of the Revised Code, in the resolution required by section 5553.04 of the Revised Code, the board of county commissioners shall fix a date when it will view the proposed improvement, and also a date for a final hearing thereon;

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

Section 1. The Board hereby declares its opinion that it will be for the public convenience or welfare to realign Home Road (County Road 124) located just west of U.S. Route 23 in Orange Township, Delaware County, Ohio which is more specifically described as follows:

Realignment of approximately 1,400 feet of Home Road (County Road 124) located just west of U.S. Route 23 in Orange Township, Delaware County, Ohio.

Section 2. The Board shall view the proposed realignment on **Monday November 10th, 2014, at 1:30PM**, in the vicinity of Home Road (County Road 124) located just west of U.S. Route 23 in Orange Township, Delaware County, Ohio. The Board shall conduct a final hearing on the proposed realignment on **Thursday November 13, 2014, at 9:45AM**, at the Commissioners’ Hearing Room located at 101 North Sandusky Street, Delaware, Ohio 43015.

Section 3. The Clerk of the Board is hereby directed to give notice of the view and final hearing by publication in the Delaware Gazette once a week for two consecutive weeks. The Clerk is also directed to send written notice of the hearing by first class mail at least twenty days before the date of the public hearing to owners of property abutting upon that portion of the road to be realigned, and to the director of natural resources. Such notice shall be mailed to the addresses of such owners appearing on the county auditor's current tax list or the treasurer's mailing list.

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

RESOLUTION NO. 14-1125

**IN THE MATTER OF APPROVING A CODERED NEXT SERVICES AGREEMENT BETWEEN
THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND EMERGENCY
COMMUNICATIONS NETWORK, LLC. FOR THE EMERGENCY NOTIFICATION SYSTEM
SERVICE:**

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

Whereas, the 911 Communications Systems Manager recommends approval of the Codered Next Services Agreement between the Delaware County Board of Commissioners and Emergency Communications Network, Llc. For The Emergency Notification System Service:

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Codered Next Services Agreement between the Delaware County Board of Commissioners and Emergency Communications Network, Llc. For The Emergency Notification System Service.

CODERED NEXT SERVICES AGREEMENT

This CodeRED® NEXT Services Agreement (Agreement") is made and effective as of March 10, 2014 (the "Effective Date") by and between Emergency Communications Network, LLC. a Delaware Limited Liability Company (Licensor") located at 780 West Granada Blvd, Suite 200, Ormond Beach, FL 32174 and the *Delaware County Board of Commissioners*, a body politic and corporate of the State of *Ohio* (Licensee") located at 10 Court Street, Delaware, OH 43015.

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-Licensor is the owner-of a-service identified-as "CodeRED[®] Emergency -Notification -System" - (the- - "Service"), which is designed to allow authorized licensed users to have access 24 hours a day, 7 days a week for the purpose of generating high-speed notifications to targeted groups via an Internet-hosted software application. Licensee desires to utilize the Service for the purpose of communicating matters of public interest and concern. The parties agree as follows:

1. License: Licensor grants Licensee a non-exclusive and non-transferable license (the "License") to use the Service for Licensee's own purpose, in accordance with the terms of this Agreement. Licensor reserves the right to either charge additional fees or terminate this Agreement if other parties not contemplated in this Agreement are granted access to the Service by Licensee. Licensee assumes full and complete responsibility for the use of the Service by anyone whom Licensee permits to use the Service or who otherwise uses the Service through Licensee's access codes.

Licensee may not assign, license, sublicense, rent, sell or transfer the License, the Service, those codes used to access the Service, or any rights under this Agreement. To access the Service, Licensor will provide Licensee with up to *eight* (8) unique user name(s) and password(s). Additional users pass codes may be obtained at an additional annual fee as outlined in Exhibit A, attached hereto and incorporated by reference.

2. Ownership: Licensee also agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with the Service or any software provided. The Licensee's License confers no title or ownership in the Service or its underlying technology.

3. Copyright: Licensee understands and agrees that United States copyright laws and international treaty provisions protect the Service. Except for the limited License provided for herein, Licensor reserves all rights in and to the Service and all underlying data, compilations, and information maintained by Licensor relating to the Service, including but not limited to, the source or object code. Licensee shall not make any ownership, copyright or other intellectual property claims related to the Service or data processed through the Service.

4. Functionality: The Service provides Licensee the ability to access pre-defined geographically selected calling areas or listed databases via an Internet-based software application. The Service has the ability to select calling databases via a geographic mapping component. Licensee's database(s) shall be limited by Licensor to the geographic boundaries (determined by Lat/Lon coordinates) of *Delaware County, Ohio* (the "*Callin^g Area*"). The Service will also allow Licensee to utilize an interactive voice response telephone service to record messages and initiate call out projects. Licensee may only place calls via the system to telephone numbers assigned within the 48 contiguous United States of America. International call rates may be set by separate agreement. Any additional Service functions will be charged at the rates on Exhibit A.

5. Costs for the Service: During the Term of this Agreement, Licensee agrees to pay all costs and fees for utilizing the Service, as described in Exhibit A, and as set forth in this paragraph. Licensee understands and agrees that it will purchase prepaid minutes for the Service ("System Minutes"). Licensee further understands and agrees that whenever Licensee utilizes the Service, the actual calling minutes used by Licensee while utilizing the Service will be deducted from the balance of System Minutes remaining in Licensee's System Minutes account or bank. Licensee is responsible to maintain, at all times, a sufficient balance of System Minutes on account. Payment for the Service or System Minutes is due and payable upon receipt of invoice (ROI). Finance charges at a rate of 1% per month (12% per annum) will be charged on all balances outstanding beyond 60 days. All payments due under this Agreement shall be paid to: Emergency Communications Network, LLC at 780 West Granada Blvd, Suite 200, Ormond Beach, FL 32174. Licensee understands and agrees that the prices set forth on Exhibit A are not final until this Agreement has been fully executed, and that it is at the Licensor's discretion to honor such prices in the event this Agreement has not been returned to the Licensor within 90 days from the date this Agreement was drafted for the Licensee.

6. Free Testing and Training Minute Blocks: Licensee is allotted free time on the system which runs the Service for the purpose of testing and training. Licensee understands and agrees that the following conditions must be met in order for Licensee to utilize the free minute bank specified in Exhibit

a). Minutes used for testing and training will be deducted from Licensee's minute bank at the time of using the Service;

b) Licensee must notify Licensor in writing within 60 days from the date the Service was used for testing or training, specifying qualified project(s) and minutes used, to request that such minutes be designated as free minutes and restored to the minutes that were deducted from Licensee's System Minute bank. Licensee understands and agrees that, if Licensee fails to notify Licensor within 60 days of the use of the Service, the minutes used will not be eligible for restoration as free minutes, and will remain deducted from Licensee's System Minute bank as described above;

c) Any unused minutes are not transferable, and shall only roll over by written agreement; and

d) Licensor will have the final right to deem all free calling minutes eligible or ineligible for reimbursement under this paragraph.

7. Term of the Service Agreement: This Agreement, and the License extended herein, will continue for a period of one (1) year (the "Initial Term") commencing on the Effective Date. Upon termination of this Agreement, whether by expiration of the Initial Term or Renewal Term (as hereinafter defined) (the Initial Term and the Renewal Term, collectively, the "Term"), or as otherwise set forth herein, Licensee's access to the Service will be terminated.

8. Contract Extension: Upon completion of the Initial Term, the term of this Agreement will extend for one (1) additional one-year period (the "Renewal Term"). This contract extension provision will continue to extend the Agreement by one additional year at the end of the Initial Term. Either party may cancel this renewal provision by submitting written notice to the other no less than 30 days prior to the end of the Initial Term. In the event the

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Agreement is extended for the Renewal Term:

- a) Licensee's System Minute bank will be replenished to the original 200,000 minute balance;
- b) Licensor will update its systems to extend the active software license and associated access codes for one additional year of use;
- c) Licensor will invoice Licensee for one additional year of Service at the rate of twenty-four thousand nine hundred dollars (\$24,900); and
- d) Licensee agrees to pay the additional fee set forth in this paragraph for the Renewal Term upon receipt of invoice from the Licensor, subject to the terms set forth in paragraph 5.

Notwithstanding anything contained herein, this Agreement shall automatically terminate as of 12:01 am on March 10, 2016. Licensee understands and agrees that Licensor may not guarantee the price set forth herein in the event that Licensee requests Licensor to provide any services to Licensee under separate, written agreement

9. Minute Bank Refill Feature: The parties recognize that Licensee may utilize the Service in a manner that results in Licensee exceeding the amount of prepaid System Minutes in Licensee's System Minute bank. In the event that using the Service completely exhausts Licensee's remaining prepaid System Minute bank, Licensor will immediately refill Licensee's System Minute bank with a block of 20,000 System Minutes, and will invoice Licensee for this block of minutes at the Additional System Minute price as indicated in Exhibit A. Licensee shall pay Licensor for all Additional System Minute blocks upon receipt of invoice from Licensor, subject to the same terms as set forth in paragraph 5. Licensee understands and agrees that it is required to maintain a System Minutes balance in its System Minutes bank at all times, and agrees to purchase Additional System Minute blocks as needed in order to maintain a positive System Minute balance. The purpose of this refill feature is to ensure that calls being placed via the Service are not interrupted as the result of Licensee's depletion of its System Minutes.

10. Appropriate Use of The Service: Licensee agrees to use the Service in a way that conforms with all applicable laws and regulations, including but not limited to all applicable laws regarding outbound telemarketing, the Federal Telephone Consumer Protection Act of 1991, The Telemarketing and Consumer Fraud and Abuse Prevention Act of 1999, as well as State and Local telemarketing laws and requirements. Licensee agrees not to initiate a call, such that the same call is to be delivered to two (2) or more lines of a business. Licensee specifically agrees not to make any attempt to gain unauthorized access to any of Licensor's systems or networks. Licensee agrees that Licensor shall not be responsible or liable for the content of the message(s) created by Licensee, or by those who access the Service using Licensee's codes, or otherwise delivered by the Service on behalf of Licensee. Licensee agrees to be solely responsible for any violations of this Agreement by Licensee; from the content, placement, or transmission of any messages or materials sent or maintained through Licensee's accounts, or use of the Service through Licensee's account; and from any violations of any laws by Licensee.

11. Security: Licensor will use commercially reasonable practices and standards to secure and encrypt data transmissions. Licensee understands and acknowledges that Licensor is providing the Service on the World Wide Web through an "upstream" third party Internet Service Provider, utilizing public utility services which may not be secure. Licensee agrees that Licensor shall not be liable to Licensee in the event of any interruption of service or lack of presence on the Internet as a result of any disruption by the third party Internet Service Provider or public utility. Licensee agrees that Licensor cannot guarantee the integrity of any Licensee supplied or user supplied data. Any errors, duplications, or inaccuracies related to Licensee or user supplied data will be the responsibility of the Licensee.

12. Representations and Warranties: Licensee acknowledges and agrees that: (a) the Service is run by software that is designed to be active 24 hours per day, 365 days per year; software in general is not error-free and the existence of any errors in Licensee's software used in conjunction with the Service shall not constitute a breach of this Agreement; (b) in the event that Licensee discovers a material error which substantially affects Licensee's use of the Service, and Licensee notifies Licensor of the error, Licensor shall use reasonable measures to restore access to the Service, provided that such error has not been caused by incorrect use, abuse or corruption of the Service or the Service's software or by use of the Service with other software or on equipment with which it is incompatible by Licensee or a third party accessing the Service through Licensee's passcodes; (c) Licensee is responsible for maintaining access to the Internet in order to use the Service; Licensor in no way warrants Licensee's access to the Internet via Licensee's Internet Service Provider(s); (d) Under certain rare instances not all technologies are compatible without manual intervention by both parties. Licensee agrees that its staff will cooperate with Licensor's staff to make necessary modifications to allow the Service to perform; and (e) the individual signing on behalf of Licensee is an authorized officer, employee, member, director or agent for Licensee and has full authority to cause Licensee to enter into and be bound by the terms of this Agreement and this Agreement fully complies with all laws, ordinances, rules, regulations, and governing documents by which Licensee may be bound.

13. Disclaimer: In no event (even should circumstances cause any or all of the exclusive remedies to fail their essential purpose, and even if Licensor has been advised of the possibility of such damages) shall Licensor, its officers, directors, managers, members employees or agents, be liable for any indirect, punitive, special, incidental or consequential damages of any nature (regardless of whether such damages are alleged to arise in contract, tort or otherwise), including, but not limited to, loss of anticipated profits or other economic loss in connection with or ensuing from the existence, furnishing, function, or Licensee's use of any item or products or services provided for in this Agreement. Licensee understands that the cumulative liability of Licensor for any and all claims relating to the Service provided by Licensor shall not exceed that total amount paid by Licensee for the most recent payment made by Licensee to Licensor. The Service is provided as-is, and Licensor disclaims all warranties, express once Licensee lent, the messages ultimate delivery of the messages depends on the message recipient's local network. As a result Licensor cannot guarantee the delivery of email and text messages to a recipient.

14. Confidentiality: Licensor acknowledges the confidential nature of Licensee and user supplied data and files that it is to prepare, process or maintain under this Agreement, and agrees to perform its duties in such a manner as to prevent the disclosure to the public or to any persons not employed by Licensor, any confidential data and files. Data collected by Licensor will remain secured on Licensor's equipment and will only be released upon mutual agreement by both parties or a court order of sufficient jurisdiction. Licensee understands and agrees that private citizens and other persons in the Calling Area may voluntarily contribute their contact information to be used in the Service, and that Licensor shall develop and maintain a database of such information, along with other information privately developed by Licensor (the "Data"). Licensee acknowledges and agrees that Licensor

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desires to maintain the privacy of the Data, and that Licensee shall take no steps to compromise the privacy of the Data. Licensee further acknowledges that Licensor shall disclose to Licensee certain confidential, proprietary trade secret information of Licensor (along with the Data, "Confidential Information"). Confidential Information may include, but is not limited to, the Service, computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, user data, Calling Area data, financial information or business plans. Licensee agrees that, at all times during and after the termination of this Agreement, Licensee will not, without the express prior written consent of Licensor, disclose any Confidential Information or any part thereof to any third party. Nothing in this Agreement will be deemed to require Licensor to disclose any Confidential Information to Licensee or to prohibit the disclosure of any information in response to a subpoena or other similar order by a court or agency. The Licensee will promptly notify the Licensor of the receipt of any subpoena or other similar order and of any request under the Public Information Act or any other similar law, and will assist Licensor in preventing the disclosure of the Confidential Information pursuant to same to the extent required by Licensor,

15. Termination: Licensee or Licensor may terminate this Agreement at the completion of the Initial Term by providing Licensor with no less than 30 days advance written notice prior to the end of the Initial Term. Licensee understands and agrees that failure to provide notice as set forth herein shall result in automatic renewal for the Renewal Term. Upon termination of this Agreement, Licensee will return all Confidential Information (as hereinafter defined) and copies to Licensor. Licensor, in its sole discretion, may also terminate this Agreement: a) for any reason by providing no less than 30 days advance notice, and in such case, Licensor will refund to Licensee an amount equal to the lesser of the monthly-prorated balance of the annual fee based on the number of days left in the term of the Agreement or the value of the balance of System Minutes in Licensee's System Minute bank as calculated by multiplying the remaining System Minutes by the additional system minute price on Exhibit A; or b) immediately, and without further notice, as a result of Licensee's breach of this Agreement, and in such case, no fees paid hereunder shall be refunded. Upon termination, Licensee agrees to remove from Licensee's computer(s), and any computers within Licensee's control, any and all files and documents related to the Service.

16. Entire Agreement: This Agreement supersedes all prior understandings or agreements, whether oral or written, on the subject matter hereof between the parties, including without limitation that certain CodeRED Services Agreement by and between Licensee and Emergency Communications Network, Inc., effective March 10, 2008; which, together with that certain CodeRED Weather Warning Service Agreement by and between Licensee and Emergency Communications Network, Inc., effective May 22, 2008 (the "CRWW Agreement") was assigned to Licensor under that certain IPAWS Submission App Agreement effective September 14, 2012 (the "IPAWS Agreement"). Nothing herein shall be deemed to supersede the IPAWS Agreement or CRWW Agreement. Only a further writing that is duly executed by both parties may modify this Agreement. The terms and conditions of this Agreement will govern and supersede any additional terms provided by Licensee, including but not limited to additional terms contained in standard purchase order documents and third party application terms, unless mutually agreed to, via written signature, by Licensor. The terms of this Agreement shall not be waived except by a further writing executed by both parties hereto. The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall any waiver under this Agreement constitute a waiver of any subsequent action.

17. Notices: All notices or requests, demands and other communications hereunder shall be in writing, and shall be deemed delivered to the appropriate party upon: (a) personal delivery, if delivered by hand during ordinary business hours; (b) the day of delivery if sent by U.S. Mail, postage pre-paid; (c) the day of signed receipt if sent by certified mail, postage pre-paid, or other nationally recognized carrier, return receipt or signature provided and in each case addressed to the parties as follows:

As to Licensor: Emergency Communications Network, LLC, 780 West Granada Blvd, Suite 200, Ormond Beach, FL 32174

As-to Licensee: Delaware County Board of Commissioners, Attn: Brian Gallighar/EM Director, 10 Court Street, Delaware, OH 43015

Either party may change the address provided herein by providing notice as set forth in this paragraph.

18. General: Each party to this Agreement agrees that any dispute arising under this Agreement shall be submitted, prior to the initiation of any litigation or other legal proceeding, to mediation according to the rules and regulations of, and administered by, the commercial mediation division of the American Arbitration Association, and that any agreement reached pursuant to such mediation may be enforced in any court of competent jurisdiction. If any dispute arises hereunder, the prevailing party shall be entitled to all costs and attorney's fees from the losing party for enforcement of any right included in this Agreement, whether in a Court of first jurisdiction and all Courts of Appeal.

19. Interpretation and Severability: In the event any provision of this Agreement is determined by a court of competent jurisdiction to be void, the remaining provisions of this Agreement shall remain binding on the parties hereto with the same effect as though the void provision(s) had been limited or deleted, as applicable.

20. Counterparts and Construction: This Agreement may be executed in counterparts, each of which shall constitute an original, with all such counterparts constituting a single instrument. The headings contained in this agreement shall not affect the interpretation of this Agreement and are for convenience only. Licensee agrees that this Agreement shall not be construed against the Licensor as the drafter, and that Licensee has read and understands this Agreement, and had the opportunity to review this Agreement with legal counsel.

21. Survival: Certain obligations set forth herein represent independent covenants by which either party hereto may be bound and shall remain bound regardless of any breach of this Agreement and shall survive termination of this Agreement.

22. Governing Law: This Agreement and all disputes arising therefrom or related thereto shall be governed by the laws of the State of Ohio. Any and all disputes submitted to a court shall be filed in and heard before the courts of Delaware County, Ohio. Any and all disputes submitted to mediation shall be heard telephonically, where available, and where not available, in a locale within fifty (50) miles of the Licensee's location as indicated in the Agreement.

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23. Findings for Recovery: Licensor certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

24. Campaign Finance: Ohio Revised Code Section 3517.13 1(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in Revised Code Sections 3517.13(1)(1) and (J)(1) are in compliance with the aforementioned provisions. The Licensor, therefore, is required to complete a certificate/affidavit entitled "Certification/Affidavit in Compliance With O.R.C. Section 3517.13," attached hereto as Exhibit B. Failure to complete and submit the required aforementioned certificate/affidavit with the Agreement will prohibit Licensee from entering, proceeding, and/or performing the Agreement. Such certification is attached to this Agreement and by this reference made a part thereof.

Exhibit A — Service Charges

Initial block purchase(s) of Prepaid System Minutes:

One (1) year CodeRED NEXT Service Agreement	\$ Included
200,000 CodeRED System Minutes	\$ 24,900.00
Additional System Minutes	\$0.249 per minute
500 minutes for testing and training	\$ No Charge (see paragraph 6)
Email and Text Messaging	\$ No Charge
Up to 8 CodeRED user pass codes	\$ Included
Initial Residential Database Upload	\$ Waived
One (1) CodeRED distance training session	\$ Included

System usage will be charged against Prepaid System Minutes at actual minutes of time connected while delivering prerecorded System calls. All calls will be billed in 6-second increments. Only connected calls (live connections, answering machine connections and fax tone connections) will result in connection charges being incurred.

Additional Pass codes may be purchased for an annual fee of \$150.00 per pass code.

Database Accuracy Updates

Licensor Supplied Database: "Database Accuracy Updates" ensure that the data population maintained by Licensor under this Agreement undergoes periodic accuracy checks using the Licensor's most current in-house compiled database including, but not limited to, household addresses and telephone numbers. It will be the sole responsibility of the Licensee to maintain database accuracy and request updates from the Licensor.

One annual "Database Accuracy Update" will be performed by the Licensor upon request by the Licensee at no charge. Additional updates requested by Licensee will incur charges at the rate listed below after the update service is completed by Licensor.

3¢ per record in final updated database population.

Licensee Supplied Database: A service labor fee of One Hundred Dollars (\$100.00) per hour will be billed to Licensee for any data importing, manipulating, and loading any database supplied by Licensee or on Licensee's behalf to Licensor.

\$100 per hour for database maintenance

Annual System Maintenance, including all Software Upgrades \$ No Charge

Exhibit B — Certification/Affidavit in Compliance with O.R.C. Section 3517.13

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

RESOLUTION NO. 14-1126

IN THE MATTER OF APPROVING A CHANGE ORDER TO THE CONTRACT BETWEEN
DELAWARE COUNTY AND AVIAT NETWORK FOR THE COUNTYWIDE MICROWAVE
COMMUNICATIONS SYSTEM UPGRADE:

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

Whereas, the 911 Communications Systems Manager recommends approval of a change order to the contract between Delaware County and Aviat Network for the Countywide Microwave Communications System Upgrade;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the change order to the contract between Delaware County and Aviat Network for the Countywide Microwave Communications System Upgrade.

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Change order

Reference: Purchase Order R1201281
Contract SMLA-009231

Since purchasing the AviatCare 5 year service level agreement in April, 2012 Delaware County has upgraded the county’s microwave radio system to use Aviat’s new IRU600 V3 Ethernet radios. As a result of this upgrade the Constellation radios and associated Fujitsu OC3 multiplex equipment covered under the agreement are no longer needed and will be decommissioned. In addition other OEM equipment was removed from the network. Further, the Eclipse IRU600 radios have a three (3) year warranty and do not need to be covered under the agreement. This activity requires that the existing agreement be adjusted for the equipment removal and will result in a savings to Delaware County.

The updated payment schedule is listed below. As you will see the adjustment to the equipment list will save Delaware County \$5,753.80 during the 2014-2015 time period, and \$11,506.16 per year during the next two (2) years.

Aviat networks requests that Delaware County sign the attached Change Order to reflect the new total of \$181,039.60
Pat Davis Vice President –Global Services

CHANGE ORDER FORM

Delaware County, OH
SMLA-009231

This amendment hereby modified and amends the contract/purchase order ("Agreement") between Aviat Networks and Delaware County, OH also referred to as "Parties" as follows:

These services are hereby deleted to the Agreement between the Parties at the specified prices and all other terms and conditions remain unchanged.

Customer:	Delaware County, OH	Contract #:	R1201281	
Phone:	(740) 833-2057	Contract Date:		
Fax:		Change Order #:	1	
Email:	PBrandt@co.delaware.oh.us	Aviat SO #:	SMLA-009231	
Line #	Description	QTY +/-	Unit Price	Ext Price +/-
1	Delete Constellation Radios, Fujitsu OC3 Mux & Other OEM	1	-\$28,765.41	-\$28,765.40
2				
3				
4				
5				
6				
7				
8				
9				
			Subtotal Booking	-\$28,765.40
			Tax (as applicable)	\$
			Freight	\$
			Other	\$
			TOTAL THIS CHANGE	-\$28,765.40

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			COMPLETE	COMPLETE			
			2012-2013	2013-2014	2014-2015	2015-2016	2016-2017
Part Numbers	Qty.	LP	INVOICE 1764771	INVOICE 1979743 and 1979765	Invoice TBD	Invoice TBD	Invoice TBD
SNA-BNWX1001231 Constellations	26	\$407.16	\$10,586.16	\$10,586.16	\$5,293.08	\$0.00	\$0.00
SWW-OMEW000012LR Larus	15	\$40.00	\$600.00	\$600.00	\$300.00	\$0.00	\$0.00
SWW-OMEW000012FJ Fujitsu	2	\$75.00	\$150.00	\$150.00	\$75.00	\$0.00	\$0.00
SWW-OMEW000012MC Andrews	1	\$70.00	\$70.00	\$70.00	\$35.00	\$0.00	\$0.00
SWW-OMEW000012MC	2	\$50.00	\$100.00	\$100.00	\$50.00	\$0.00	\$0.00
SWW-OMEW000012MC	26	\$42.31	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00
SWW-OMEW000012MC	13	\$65.38	\$850.00	\$850.00	\$850.00	\$850.00	\$850.00
Preventative Maintenance	13	\$1,015.38	\$13,199.94	\$13,199.94	\$13,199.94	\$13,199.94	\$13,199.94
Corrective Maintenance	13	\$1,384.62	\$18,000.06	\$18,000.06	\$18,000.06	\$18,000.06	\$18,000.06
Discount	1	\$2,695.16	\$2,695.16	\$2,695.16	\$2,695.16	\$2,695.16	\$2,695.16
TOTALS:			\$41,961.00	\$41,961.00	\$36,207.92	\$30,454.84	\$30,454.84

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

RESOLUTION NO. 14-1127

IN THE MATTER OF APPROVING A NEW FUND, NEW ORGANIZATION KEY,
SUPPLEMENTAL APPROPRIATIONS AND ADVANCE OF FUNDS FOR ADULT COURT
SERVICES:

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

New Fund

253 JRI-Justice Reinvestment Initiative

New Organization Key

25322312 JRI-Justice Reinvestment Initiative

Supplemental
Appropriations

25322312-5001	JRI-Justice Reinvestment Initiative/Compensation	12,422.40
25322312-5101	JRI-Justice Reinvestment Initiative/Health Insurance	2,680.00
25322312-5102	JRI-Justice Reinvestment Initiative/Worker’s Comp	124.23
25322312-5120	JRI-Justice Reinvestment Initiative/County Share OPERS	1,739.13
25322312-5131	JRI-Justice Reinvestment Initiative/County Share Medicaid	180.12
25322312-5201	JRI-Justice Reinvestment Initiative/Supplies	23,022.14
25322312-5301	JRI-Justice Reinvestment Initiative/Contracted Professional Service	27,191.98

Advance of Funds

From	To	
10011102-8500	25322312-8400	50,000.00
Commissioners	JRI-Justice Reinvestment Initiative/Advances In	
General/Advances Out		

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

RESOLUTION NO. 14-1128

IN THE MATTER OF APPOINTING A CITIZEN MEMBER TO THE NORTHSTAR NEW
COMMUNITY AUTHORITY BOARD OF TRUSTEES:

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

WHEREAS, on August 16, 2007, the Delaware County Board of Commissioners (the “Board of Commissioners”) adopted Resolution No. 07-985, establishing the NorthStar New Community Authority, pursuant to Chapter 349 of the Revised Code; and

WHEREAS, as the organizational board of commissioners, the Board of Commissioners shall make appointments to the Community Authority Board of Trustees, pursuant to Resolution No. 07-985 and section 349.04 of the Revised Code;

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

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Section 1. The Board of Commissioners hereby approves the re-appointment of the following citizen member to the NorthStar New Community Authority Board of Trustees for the term specified herein:

Position	Appointee	Term Ends
Citizen Member	Glenn Evans	August 15, 2016

Section 2. The re-appointment approved herein shall be effective immediately upon adoption of this Resolution.

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

RESOLUTION NO. 14-1129

IN THE MATTER OF DESIGNATING AN OFFICIAL REPRESENTATIVE TO THE MID-OHIO DEVELOPMENT EXCHANGE:

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

WHEREAS, Delaware County is a member of the Mid-Ohio Development Exchange (“MODE”); and

WHEREAS, in accordance with the MODE Bylaws, the Delaware County Board of Commissioners (the “Board”) is entitled to designate an official representative to MODE;

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

Section 1. The Board hereby designates Jenna Jackson, in her official capacity as Delaware County Economic Development Coordinator, as Delaware County’s interim official representative to MODE.

Section 2. The Clerk of the Board is hereby directed to certify a copy of this Resolution to MODE.

Section 3. This Resolution supersedes any previous designation and shall be effective immediately upon adoption.

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

RESOLUTION NO. 14-1130

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Director of Emergency Medical Services recommends accepting the retirement resignation of Mary Reames; effective October 31, 2014;

Therefore Be It Resolved, that the Board of Commissioners accept the retirement resignation of Mary Reames; effective October 31, 2014.

The Director of Job and Family Services recommends accepting the resignation of Caitlin Clark; as a Social Services Worker III; effective September 29, 2014;

Therefore Be It Resolved, that the Board of Commissioners accept the resignation of Caitlin Clark; as a Social Services Worker III; effective September 29, 2014.

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

ADMINISTRATOR REPORTS

Tim Hansley, County Administrator

-Staff has reviewed the 11 RFQ’s submitted for the new Courthouse. The Committee expects to have a recommendation by the end of this month.

COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Stapleton

-No reports

Commissioner O’Brien

-Pleased to hear the Facility Committee will have recommendations soon.

-Attended and participated in the Central Ohio Youth Center meeting. Topic of budget was discussed.

All in all it was a positive meeting. There will be a new director search as the current director is retiring in November.

Commissioner Merrell

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-No reports

RESOLUTION NO. 14-1131

IN THE MATTER OF ADJOURNING INTO EXECUTIVE FOR CONSIDERATION OF
EMPLOYEMENT AND COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

It was moved by Mr. O’Brien, seconded by Mr. Stapleton to adjourn into Executive Session at 9:47 AM.

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

RESOLUTION NO. 14-1132

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. O’Brien, seconded by Mr. Stapleton to adjourn out of Executive Session at 10:05 AM.

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

RESOLUTION NO. 14-1133

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

 The Director of 911 Communication recommends changing Kim Romero-Curren to part-time permanent effective October 3, 2014;

Therefore Be It Resolved, that the Board of Commissioners approve changing Kim Romero-Curren to part-time permanent effective October 3, 2014;

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

RECESS AT 10:06AM UNTIL 10:30AM

RESOLUTION NO. 14-1134

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF
CONFIDENTIAL INFORMATION RELATED TO ECONOMIC DEVELOPMENT:

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

WHEREAS, pursuant to section 121.22(G)(8) of the Revised Code, a public body may hold an executive session to consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance, provided that both of the following conditions apply:

- (1) The information is directly related to a request for economic development assistance that is to be provided or administered under any provision of Chapter 715., 725., 1724., or 1728. or sections 701.07, 3735.67 to 3735.70, 5709.40 to 5709.43, 5709.61 to 5709.69, 5709.73 to 5709.75, or 5709.77 to 5709.81 of the Revised Code, or that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project; and
- (2) A unanimous quorum of the public body determines, by a roll call vote, that the executive session is necessary to protect the interests of the applicant or the possible investment or expenditure of public funds to be made in connection with the economic development project;

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

Section 1. The Board hereby adjourns into executive session to consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance.

Section 2. The Board hereby finds and determines that the information is directly related to a request for economic development assistance that is to be provided or administered under any provision of Chapter 715., 725., 1724., or 1728. or sections 701.07, 3735.67 to 3735.70, 5709.40 to 5709.43, 5709.61 to 5709.69, 5709.73 to 5709.75, or 5709.77 to 5709.81 of the Revised Code, or that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project.

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Section 3. The Board hereby finds and determines that the executive session is necessary to protect the interests of an applicant for economic development assistance or the possible investment or expenditure of public funds to be made in connection with the economic development project.

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

RESOLUTION NO. 14-1135

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. O’Brien, seconded by Mr. Stapleton to adjourn out of Executive Session at 1:52PM.

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

There being no further business, the meeting adjourned.

Gary Merrell

Ken O’Brien

Dennis Stapleton

Jennifer Walraven, Clerk to the Commissioners