

COMMISSIONERS JOURNAL NO. 64 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD JANUARY 21, 2016

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

Present:
 Jeff Benton, Vice President
 Gary Merrell, Commissioner

Absent:
 Barb Lewis, President

1
RESOLUTION NO. 16-44

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JANUARY 14, 2016 AND SPECIAL MEETING HELD JANUARY 12, 2016:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on January 14, 2016 and a Special Session on January 12, 2016; 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 meetings.

Vote on Motion Mr. Merrell Aye Mrs. Lewis Absent Mr. Benton Aye

2
PUBLIC COMMENT

3
ELECTED OFFICIAL COMMENT

4
RESOLUTION NO. 16-45

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0120 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR0120:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0120, Procurement Card Payments in batch number PCAPR0120 and Purchase Orders as listed below:

| PR Number | Vendor Name | Line Desc | Line Account | Amount | Line |
|-----------|--------------------------------------|-----------------------|-----------------|--------------|------|
| R1601467 | CAPITAL TRANSPORTATION ACADEMY INC | CDL TRAINING PROGRAM | 22311611 - 5348 | \$ 16,200.00 | 0001 |
| R1601469 | ADVANTAGE ADOPTION & FOSTER CARE LTD | RESIDENTIAL TREATMENT | 22511607 - 5342 | \$140,000.00 | 0001 |
| R1601471 | KIDS COUNT TOO INC | RESIDENTIAL TREATMENT | 22511607 - 5342 | \$ 35,000.00 | 0001 |
| R1601472 | HITTLE HOUSE | RESIDENTIAL TREATMENT | 22511607 - 5342 | \$ 90,000.00 | 0001 |
| R1601474 | VILLAGE NETWORK,THE | RESIDENTIAL TREATMENT | 22511607 - 5342 | \$140,000.00 | 0001 |
| R1601477 | BUCKEYE RANCH INC | RESIDENTIAL TREATMENT | 22511607 - 5342 | \$150,000.00 | 0001 |
| R1601478 | ADRIEL SCHOOL INC | RESIDENTIAL TREATMENT | 22511607 - 5342 | \$ 90,000.00 | 0001 |
| R1601479 | ST VINCENT FAMILY CTR INC | RESIDENTIAL TREATMENT | 22511607 - 5342 | \$200,000.00 | 0001 |
| R1601481 | OHIGUIDESTONE | RESIDENTIAL TREATMENT | 22511607 - 5342 | \$ 20,000.00 | 0001 |

**COMMISSIONERS JOURNAL NO. 64 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 21, 2016**

| | | | | | |
|----------|---|-----------------------------------|----------------------------|--------------|------|
| R1601533 | NEW HORIZONS COMPUTER LEARNING CTR INC | ON SITE COMPUTER TRAINING | 22311611 - 5348 | \$ 8,000.00 | 0001 |
| R1601561 | COMMISSIONERS | COST ALLOCATIONS | 22411605 - 5380 | \$417,606.00 | 0001 |
| R1601565 | EMT | CLIENT | 22411601 - | \$ 54,800.00 | 0001 |
| R1601577 | TRANSPORTATION MT BUSINESS TECHNOLOGIES INC | TRANSPORTATION MAINT. CONTRACT | 5348 22411605 - 5325 | \$ 13,300.00 | 0001 |
| R1601577 | MT BUSINESS TECHNOLOGIES INC | OFFICE SUPPLIES | 22411605 - 5201 | \$ 200.00 | 0002 |
| R1601585 | OHIO JOB AND FAMILY SERVICES | MEMBERSHIP DUES | 22411605 - 5308 | \$ 9,560.36 | 0001 |
| R1601585 | OHIO JOB AND FAMILY SERVICES | WORKSHOP TRAINING CONFERENCES | 22411605 - 5305 | \$ 600.00 | 0002 |
| R1601586 | WHITNEY INK | ENVELOPES | 22411605 - 5313 | \$ 5,500.00 | 0001 |
| R1601602 | FACILITIES | POSTAGE | 22411605 - 5331 | \$ 42,950.00 | 0001 |
| R1601616 | MODERN OFFICE METHODS INC | COPIER | 22411605 - 5325 | \$ 7,500.00 | 0001 |
| R1601675 | ACME ENTERPRISES INC | CLIENT TRANSPORTATION | 22411601 - 5355 | \$ 13,500.00 | 0001 |
| R1601678 | ATRIUM PERSONNEL | INTERIM STAFF | 22411601 - 5301 | \$ 6,500.00 | 0001 |
| R1601681 | DELAWARE AREA TRANSIT AGENCY | CLIENT TRANSPORTATION | 22411601 - 5355 | \$ 15,000.00 | 0001 |
| R1601685 | PEMBERTON FABRICATORS INC | FUEL TESTING TRAILER | 41711436 - 5450 | \$ 31,150.00 | 0001 |
| R1601687 | FRONTIER | PHONE 833-2300 | 22411605 - 5330 | \$ 10,700.00 | 0001 |
| R1601693 | JOB AND FAMILY SVC,SANDUSKY CO | COLLABOR8 | 22411601 - 5320 | \$ 37,570.00 | 0001 |
| R1601693 | JOB AND FAMILY SVC,SANDUSKY CO | CONTRACTED PROF SVS | 22411601 - 5301 | \$ 300.00 | 0002 |
| R1601695 | PCSAO ACCTS REC | MEMBERSHIP DUES | 22411605 - 5308 | \$ 4,800.00 | 0001 |
| R1601695 | PCSAO ACCTS REC | TRAINING | 22411605 - 5305 | \$ 750.00 | 0002 |
| R1601697 | POSTMASTER | POSTAGE | 22411605 - 5331 | \$ 7,000.00 | 0001 |
| R1601698 | TREASURER,STATE OF OHIO | VOIP COLLABOR8 | 22411605 - 5301 | \$ 35,000.00 | 0001 |
| R1601701 | FRANKLIN UNIVERSITY | TUITION FEES BOOKS | 22311611 - 5348 | \$ 10,000.00 | 0001 |
| R1601704 | ANDREE,PAULA | PROFESSIONAL SERVICES | 22511607 - 5350 | \$ 5,500.00 | 0001 |
| R1601709 | GOODWILL INDUSTRIES INC | JOB COACHING | 22411601 - 5348 | \$ 9,000.00 | 0001 |
| R1601710 | DELAWARE AREA CAREER CENTER | ABLE | 22411601 - 5348 | \$ 22,000.00 | 0001 |
| R1601712 | VERIZON | 285554388, CELL PHONES | 22511607 - 5330 | \$ 9,360.00 | 0001 |
| R1601712 | VERIZON | 285554388, EQUIPMENT | 22511607 - 5201 | \$ 100.00 | 0002 |
| R1601717 | VERIZON | 642022473, AIR CARDS | 22511607 - 5315 | \$ 5,000.00 | 0001 |
| R1601717 | VERIZON | 642022473, EQUIPMENT | 22511607 - 5201 | \$ 100.00 | 0002 |

Vote on Motion Mrs. Lewis Absent Mr. Merrell Aye Mr. Benton Aye

5**RESOLUTION NO. 16-46****IN THE MATTER OF ACCEPTING AND APPROVING THE DELAWARE COUNTY SHERIFF'S
OFFICE TRANSPORT REPORT FOR THE MONTH OF DECEMBER 2015:**

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

WHEREAS, section 325.07 of the Revised Code requires the County Sheriff to submit monthly expense reports to the Board of County Commissioners; and

WHEREAS, the Delaware County Sheriff has submitted a monthly report for December 2015;

**COMMISSIONERS JOURNAL NO. 64 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 21, 2016**

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

Section 1. The Board hereby accepts and approves the Delaware County Sheriff's Office Transport Report for the month of December 2015.

Section 2. The Board hereby allows the expenses contained in the monthly report.

(Copy available for review at the Commissioners' Office until no longer of administrative value.)

Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Absent

**6
RESOLUTION NO. 16-47**

IN THE MATTER OF APPROVING AN EPAY PLUS LICENSE AGREEMENT ADDENDUM BETWEEN COURTVIEW JUSTICE SOLUTIONS INC. AND THE DELAWARE COUNTY BOARD OF COUNTY COMMISSIONERS FOR THIRD PARTY PAYMENT PROCESSING SERVICES:

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

Whereas, the Delaware County Treasurer and the Delaware County Clerk of Courts recommends approval Of an ePay Plus License Agreement Addendum Between Courtview Justice Solutions Inc. And The Delaware County Board Of County Commissioners for Third Party Payment Processing Services;

Therefore Be It Resolved, that the Board of Commissioners approves an ePay Plus License Agreement Addendum Between Courtview Justice Solutions Inc. And The Delaware County Board Of County Commissioners For Third Party Payment Processing Services:

EPAY PLUS ADDENDUM TO LICENSE AGREEMENT

This ePay Plus Addendum ("Addendum") is entered into as of the 21st day of January, 2016 ("Effective Date") by and between CourtView Justice Solutions Inc., a Delaware corporation, with offices at 4825 Higbee Ave NW, Suite 100, Canton, OH 44718 ("CJS"), and Delaware County Board of County Commissioners with offices at 140 N. Sandusky Street, Delaware, OH 43015 ("CUSTOMER"), and describes the terms and conditions pursuant to which CJS shall process Payments to Customer through CJS' relationship with a third party payment processing service and remit the payments less CJS' Fees to the Customer. This Addendum is to the Software License Agreement between CJS and Customer and requires the Customer to have a valid and current license to use CJS proprietary software known as CourtView or JWorks and the ePay module.

"CourtView" and "JWorks" means any module, add-on, and plug-in or other CJS software used in conjunction with CourtView or JWorks. "ePay Module" means the ePay payment engine whether used directly with the ePay Module or embedded in CourtView or JWorks.

IN WITNESS WHEREOF, the parties have executed this Addendum through their duly authorized representatives.

1. Scope of Services
CJS will provide the payment processing services ("Services") described in the Statement of Work attached hereto as Exhibit A and such additional Statement of Works as mutually agreed by the parties.

2. Effective Date; Term
This Agreement shall be effective as of the date first above written (the "Effective Date"), and shall continue in full force and effect until December 31, 2016 or until termination of this Addendum in accordance with its terms, whichever first occurs.

3. Price and Payment Terms
Prior to transfer of funds to CUSTOMER, CUSTOMER authorizes CJS to collect the processing fees and expenses set forth in Exhibit B from the payments processed by CJS through the third party payment processing service. CJS shall make payment to CUSTOMER according to the schedule and provisions of Exhibit B and subject to any Adjustments (as defined below).

4. Termination
Default. Either party may terminate this Addendum if (i) the other party fails to perform a material obligation of the Agreement and such failure remains uncured for a period of 30 days after receipt of notice from the non-breaching party specifying such failure; or (ii) a party ceases to conduct business, becomes or is declared insolvent or bankrupt, is the subject of any proceeding relating to its liquidation or insolvency which is not dismissed within 90 days or makes an assignment for the benefit of creditors.

Convenience. Either party may terminate the Addendum for convenience upon 60 days' prior written notice to the other.

**COMMISSIONERS JOURNAL NO. 64 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 21, 2016**

Upon termination for whatever reason and regardless of the nature of the default (if any), parties agree that all payments processed by CJS will be paid to CUSTOMER less any fees and adjustments due CJS.

5. Indemnification

CJS agrees to defend, indemnify, and hold harmless CUSTOMER from and against third party claims, judgments, and awards, as well as the reasonable costs related thereto (hereinafter collectively referred to as "Damages") to the extent such Damages result from the gross negligence or willful acts or omissions of CJS occurring in the performance of its obligations hereunder; provided, such defense and payments are conditioned on the following: (1) that CJS shall be notified in writing by CUSTOMER within 5 business days following its receipt of any such claim; and (2) that CJS shall have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise. CJS shall not be responsible for any Damages or liability resulting, in whole or in part, from the negligence or willful misconduct of CUSTOMER its employees, consultants or agents.

6. Third Party Payment Processor

CUSTOMER consents to CJS' use of a third party payment processor. Terms specifically related to processing are attached hereto as Exhibit C, which are incorporated herein by reference. In the event of a change of terms by the third party payment processor, CJS may request for an amendment to this Agreement to update such terms. CUSTOMER will consider and negotiate such amendment in good faith. For clarity, and not limitation, CUSTOMER agrees to CJS applying any reversal, claims, and chargebacks (Adjustments") to transactions CJS processes for CUSTOMER consistent with this Agreement, including exhibits. Further, in the event of a dispute with the third party payment processing service related to a transaction, CUSTOMER will cooperate with CJS to assist in resolution of such dispute promptly.

7. Warranty

EXCEPT AS PROVIDED IN EXHIBIT C, CJS SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED STANDARDS, GUARANTEES, OR WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES THAT MAY BE ALLEGED TO ARISE AS A RESULT OF CUSTOM OR USAGE, ANY WARRANTY OF ERROR FREE PERFORMANCE, OR ANY WARRANTY OF THIRD PARTY PRODUCTS.

8. Limitation of Liability

(a) CUSTOMER hereby agrees that CJS's total liability to CUSTOMER for any and all liabilities, claims or damages arising out of or relating to this Addendum, howsoever caused and regardless of the legal theory asserted, including breach of contract or warranty, tort, strict liability, statutory liability or otherwise, shall not, in the aggregate, exceed the Estimated Fees as calculated pursuant to Exhibit B. The parties acknowledge and agree to the foregoing liability risk allocation.

(b) In no event shall either CJS or CUSTOMER be liable to the other for any punitive, exemplary, special, indirect, incidental or consequential damages (including, but not limited to, lost profits, lost business opportunities, loss of use or equipment down time, and loss of or corruption to data) arising out of or relating to this Addendum, regardless of the legal theory under which such damages are sought, and even if the parties have been advised of the possibility of such damages or loss and notwithstanding any failure of essential purpose of any limited remedy.

9. Notices

Any communication or notice permitted under the terms of this Addendum or required by law must be in writing, and will be deemed given and effective: (i) when delivered personally with proof of receipt; (ii) when sent by e-mail; (iii) when delivered by overnight express; or (iv) three (3) days after the postmark date when mailed by certified or registered mail, postage prepaid, return receipt requested and addressed to a party at its address for notices. Each party's address for notices is stated below. Such address may be changed by a notice delivered to the other party in accordance with the provisions of this Section.

Delaware County

Jennifer Tubaugh
Chief Deputy
91 N. Sandusky Street
Delaware, OH 43015
Jennifer Tubaugh
Tel. No. (740) 833-2504

Copy to:

Amanda Clements
Courts Technologist
Delaware County Juvenile Court
140 N. Sandusky Street
Delaware, OH 43015

CourtView Justice Solutions Inc.

Kevin Bade

**COMMISSIONERS JOURNAL NO. 64 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 21, 2016**

General Manager
4825 Higbee Ave NW, Suite 100
Canton, OH 44718
Tel. No. (330) 470-4280
Fax No. (330) 494-2483

Copy to:
CourtView Justice Solutions Inc.
Director of Contracts
4825 Higbee Ave NW, Suite 100
Canton, OH 44718

10. Rights and Remedies Not Exclusive

Unless otherwise expressly provided herein, no right or remedy of a party expressed herein shall be deemed exclusive, but shall be cumulative with, and not in substitution for, any other right or remedy of that party.

11. Severability

If any term, condition or provision in this Addendum is held to be illegal, invalid or unenforceable, in whole or in part, the parties shall work in good faith to agree such modification that will to the maximum extent possible preserve the original intention of said term, condition or provision. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

12. Assignment

Neither party may sell, assign, transfer, or otherwise convey any of its rights or delegate any of its duties under this Addendum without the prior written consent of the other party, except for the sale of assets, merger or consolidation. Notwithstanding the foregoing, CJS may, without violation of this paragraph, engage the services of independent contractors to assist in the performance of its duties hereunder.

13. Interpretation

The captions and headings used in this Addendum are solely for the convenience of the parties, and shall not be used in the interpretation of the text of this Addendum. Each party has read and agreed to the specific language of this Addendum; therefore, no conflict, ambiguity, or doubtful interpretation shall be construed against the drafter.

14. Disputes

The parties will seek a fair and prompt negotiated resolution within ten (10) days of the initial notice of the dispute ("Dispute"). If the Dispute has not been resolved after such time, the parties will escalate the issue to more senior levels. If the parties are unable to resolve any dispute at the senior management level, then any controversy, claim or Dispute arising out of or relating to this Addendum, the parties may seek such relief as authorized at law and under this Addendum.

15. Multiple Copies or Counterparts of Addendum

This Addendum may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Addendum shall not be effective until the execution and delivery between each of the parties of at least one set of the counterparts.

16. Force Maieure

Neither party shall be liable for any failure of or delay in performance of its obligations (except for payment obligations) under this Addendum to the extent such failure or delay is due to acts of God, acts of a public enemy, fires, floods, power outages, wars, civil disturbances, epidemics, pandemics, sabotage, terrorism, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes (whether or not the employees' demands are reasonable and/or within the party's power to satisfy), failure of common carriers, internet service providers, or other communication devices, acts of cyber criminals, terrorists or other criminals, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, authorizations, licenses, franchises or permits, inability to obtain labor, materials, power, equipment, or transportation, or other circumstances beyond its reasonable control (collectively referred to herein as "Force Majeure Occurrences"). Any such delays shall not be a breach of or failure to perform this Addendum or any part thereof and the date on which the obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays. Neither party shall be liable to the other for any liability claims, damages or other loss caused by or resulting from a Force Majeure Occurrence.

17. Relationship of Parties

CJS is an independent contractor in all respects with regard to this Addendum. Nothing contained in this Addendum shall be deemed or construed to create a partnership, joint venture, agency, or other relationship other than that of contractor and customer.

18. Third Party Beneficiaries

This Addendum does not create, and shall not be construed as creating, any rights or interests enforceable by any person not a party to this Addendum.

**COMMISSIONERS JOURNAL NO. 64 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 21, 2016**

19. Waiver or Modification

Any waiver of the provisions of this Addendum or of a party's rights or remedies under this Addendum must be in writing to be effective. Delay or failure by either party to exercise any right hereunder, or to enforce any provision of this Addendum will not be considered a waiver thereof and will not in any way affect the validity of the whole or any part of this Addendum or prejudice such party's right to take subsequent action. No single waiver will constitute a continuing or subsequent waiver, nor shall a waiver of any one provision of the Addendum be deemed to be a waiver of any other provision.

20. Entire Agreement; Conflicting Provisions

The Addendum and exhibits thereto contain the entire agreement and understanding of the parties with respect to payment processing, and supersedes and replaces any and all prior or contemporaneous proposals, discussions, agreements, CUSTOMER issued purchase order or document of like intent or purpose, understandings, commitments, representations of any kind, whether oral or written, relating to the subject matter hereof or the Services to be provided hereunder. In the event that any provision in any exhibit conflicts with any provision of this Addendum, then this Addendum shall be deemed to control, and such conflicting provision to the extent it conflicts shall be deemed removed and replaced with the governing provision herein.

21. Authorization

Each of the parties represents and warrants that the Addendum is a valid and binding obligation enforceable against it and that the representative executing the Addendum is duly authorized and empowered to sign the Addendum.

22. Survival

All provisions of this Addendum, which by their nature should survive termination of this Addendum, will so survive.

**Exhibit A
Scope of Services**

Description of Payment Processing Services:

CUSTOMER must have licensed, installed and configured ePay pursuant to a separate Agreement. CUSTOMER must have configured ePay as specified by CJS.

CJS will establish and configure the third party payment processing service for use with the ePay Module.

CJS will provide payment processing services through the use of the ePay module and a third party payment processing service.

Upon the processing of a Case Payment to the CUSTOMER through ePay, CJS will apply the CJS fee as defined in Exhibit B.

CJS will, on a weekly basis, for the period Sunday through Saturday, and on the first business day of the week upon which CJS' offices are open for business, electronically remit the payments received, less CJS' Fee, to the CUSTOMER's bank account as shown below.

BANK NAME:

ACCOUNT NUMBER:

ROUTING NUMBER:

ACCOUNT TYPE: Checking ___ Savings: ___

The CUSTOMER bank account must be at a bank and of an account type to which the electronic transfer of funds is support by the third party processing service. Bank accounts that have previously been linked to fraudulent activity or those that are already in use for funds transfer by the third party payment processing service are not eligible.

CUSTOMER will not change the bank account to which the payments are remitted during the term of the Addendum.

CJS will, upon remittance of the payments to CUSTOMER's bank account, notify CUSTOMER of such remittance through the transmission of a standard Remittance-Adjustments Report to the CUSTOMER in the form shown in Exhibit D. Transmission of the report will be via secure FTP.

In the event that CJS applies, either those initiated by CJS or the third party processing service, any reversal, claims or charge backs ("Adjustments") to transactions that CJS has processed for the CUSTOMER, CJS will notify CUSTOMER of such Adjustments so that CUSTOMER may, at CUSTOMER's sole discretion, reverse the receipt of the associated Case Payment in CourtView or JWorks. If CUSTOMER opts not to reverse the Case Payment, CUSTOMER is solely responsible for the receivable, as CJS will not be remitting payments for such receivable.

In the event that the Customer initiates and applies any reversal in CourtView or JWorks of a payment made via ePay, Customer will notify CJS. CJS will cause the reversal of the payment transaction with the third party payment processor less the CJS fees. CJS may, at its sole discretion reverse, in whole or in part, the CJS fees that

**COMMISSIONERS JOURNAL NO. 64 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 21, 2016**

were paid

Notification of such Adjustments will be made on a weekly basis, in conjunction with notification of the remittance of payments, through the transmittal of a standard Remittance-Adjustments report to the CUSTOMER in the form shown in Exhibit D.

CUSTOMER will be solely responsible for interaction with payees making Case Payments to CUSTOMER through ePay, including issues related to the case for which the payment was made or related to the credit card processing related to such Case Payment. CJS will provide support directly to the CUSTOMER to answer questions and resolve issues related credit card processing for any Case Payment.

**Exhibit B
Fees**

In consideration for processing the payment on behalf of the CUSTOMER, CJS shall charge a processing fee of 4.5% of the value of each Case Payment made to the CUSTOMER utilizing the ePay Module. The term Case Payment means the total value of monies due to the CUSTOMER, including all fines, cost or any other case related monies due, being paid to the CUSTOMER in a single ePay transaction. The Case Payment plus CJS' Processing Fee equals the Payment.

CJS' Processing Fee is calculated based upon the average number of expected CUSTOMER ePay transactions to be processed per month and the average value of the total Case Payment for those ePay transactions.

To establish CJS' Processing Fee, CUSTOMER has provided CJS with the average number of expected CUSTOMER ePay transactions to be processed per month and the average value of the total case payment for those ePay transactions. The averages provided by the CUSTOMER are based upon the CUSTOMER's analysis of case payments made to the CUSTOMER, and the value of those payments, for, at a minimum, the previous 12 months.

In addition to any Fees due under this Agreement, CJS is authorized to make any Adjustments (as defined in Paragraph 6 of the Addendum)

**Exhibit C
Third Party Payment Processing Service Standard Terms**

Customer accepts the following terms related to payment processing service ("Payment Processing Services"):

1. CJS is providing Payment Processing Services so Customer can receive payments from third parties through CJS. By providing Payment Processing Services, neither CJS nor its third party payment processing service, act as Customer's agent or trustee. CJS does not have control of, or liability for, the fees paid for with the Payment Processing Services. Neither CJS nor its Payment Processing Services can guarantee the identity of any user or ensure that a user will complete a transaction.
2. Risk of Reversals, Chargebacks and Claims. When a payment is received by CJS through the Payment Processing Services, the Customer remains liable to CJS for the full amount of the payment plus any fees if the payment is later invalidated for any reason. This means that, in addition to any other liability, Customer will be responsible for the amount of the payment sent by the sender, plus the applicable fees set forth in this Agreement if a claim is disputed or there is a chargeback or if there is a reversal of the payment. Customer agrees to CJS recovering any amounts due by making the necessary adjustments to the account balance. If there are insufficient funds to cover the liability, Customer agrees to reimburse CJS through other means. If a sender of a payment files a chargeback, the credit card issuer, not CJS or its third party processor will determine who wins the Chargeback.
3. Balances. Until balances are paid in accordance with this Agreement, Customer understands, the balances will be held by the third party processor in an account in CJS' name. This balance will be held by CJS' third party processor and will be in account that is not insured by the FDIC. The third party processor will combine the CJS balance with the balances of other users and will invest those funds in liquid investments in accordance with State money transmitter laws. The third party processor will own the interest or other earnings on pooled balances. The third party processor will hold pooled balances separate from its corporate funds and will not use such balances for its operating expenses or for any other corporate purposes.
4. Customer is responsible for all reversals, chargebacks, claims, fees, fines, penalties and other liability related to the user's payments to Customer.
5. Limitations of Liability for Payment Processing Services. IN NO EVENT SHALL CJS, ITS OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES AND SUPPLIERS OF CJS, ITS PARENT OR ITS AFFILIATES BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PAYMENT PROCESSING SERVICES, ITS WEBSITE, OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE). Some states do not allow the exclusion or limitation of incidental or consequential damages so the above limitation or exclusion may not apply to this Agreement. CJS LIABILITY, AND THE LIABILITY OF ITS PARENT AND AFFILIATES, AND IT AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES AND SUPPLIERS, TO CUSTOMER OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE ACTUAL AMOUNT OF DIRECT DAMAGES. IN ADDITION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, CJS' THIRD PARTY PROCESSOR,

**COMMISSIONERS JOURNAL NO. 64 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 21, 2016**

ITS PARENT, AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES, AND SUPPLIERS ARE NOT LIABLE, AND CUSTOMER AGREES NOT TO HOLD THESE PARTIES RESPONSIBLE, FOR ANY DAMAGES OR LOSSES (INCLUDING, BUT NOT LIMITED TO, LOSS OF MONEY, GOODWILL, OR REPUTATION, PROFITS, OR OTHER INTANGIBLE LOSSES OR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES) RESULTING DIRECTLY OR INDIRECTLY FROM: (1) THE USE OF OR THE INABILITY TO USE PAYMENT PROCESSING SITES AND SERVICES; (2) DELAYS OR DISRUPTIONS IN THE SITES AND SERVICES; (3) VIRUSES OR OTHER MALICIOUS SOFTWARE OBTAINED BY ACCESSING PAYMENT PROCESSING WEBSITE OR SERVICES OR ANY SITE OR SERVICE LINKED TO PAYMENT PROCESSING SITES OR SERVICES; (4) GLITCHES, BUGS, ERRORS, OR INACCURACIES OF ANY KIND IN PAYMENT PROCESSING'S SITES OR SERVICES OR IN THE INFORMATION AND GRAPHICS OBTAINED FROM THEM; AND (5) THE CONTENT, ACTIONS, OR INACTIONS OF THIRD PARTIES.

6. NO WARRANTY. PAYMENT PROCESSING SERVICES ARE PROVIDED "AS IS" AND WITHOUT ANY REPRESENTATION OF WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. CJS, ITS PARENT AND AFFILIATES, AND THE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES AND SUPPLIERS OF CJS, SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

**Exhibit D
Remittance - Adjustment Report**

Date
Time
Time Zone
Name
Type
Status
Gross
Fee
Net
From Email Address
To Email Address
Transaction ID
Counterparty Status
Address Status
Item Title
Item ID
Shipping and Handling Amount
Insurance Amount
Sales Tax
Option 1 Name
Option 1 Value
Option 2 Name
Option 2 Value
Auction Site
Buyer ID
Item URL
Closing Date
Escrow Id
Invoice Id
Reference Txn ID
Invoice Number
Custom Number
Receipt ID
Balance
Address Line 1
Address Line 2/District/Neighborhood
Town/City
State/Province/Region/County/Territory/Prefecture/Republic
Zip/Postal Code Country
Contact Phone Number

SECOND ADDENDUM

1. Taxes.
Delaware County, Ohio is a political subdivision and tax exempt. CJS shall not charge the BOARD any tax and agrees to be responsible for all tax liability that accrues to CJS as a result of this Contract and the Services that CJS provides to the BOARD pursuant to this Contract. The BOARD shall, upon request, provide CJS with proof of exemption.

**COMMISSIONERS JOURNAL NO. 64 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 21, 2016**

2. Renewal.

Upon written agreement of the Parties, this Contract may be renewed for successive one (1) year periods subject to the same terms and conditions provided herein and upon any such terms and conditions as may be specifically agreed upon, added and/or amended in writing by the Parties.

3. Confidentiality.

CJS, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of CJS, or divulge, disclose, or communicate in any manner, any information that is proprietary to BOARD or that is confidential pursuant to law. CJS and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

Upon termination of this Contract, CJS will return to BOARD all records, notes, documentation and other items that were used, created using BOARD materials, or controlled by CJS during the term of this Contract.

Notwithstanding the foregoing, such materials will not include any work of authorship which was fixed in a tangible medium of expression by CJS prior to the Effective Date, any intellectual property or other proprietary or trade secret information conceived or originated by CJS prior to the Effective Date, or any discovery, concept, or idea conceived, created, or acquired by Contractor or its officers, employees, agents and the like prior to the Effective Date.

4. Governing Law.

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

5. Assignment and Subcontracting.

The Parties may not assign or transfer this Contract without the prior written consent of the non-assigning Parties, which approval shall not be unreasonably withheld. CJS may not subcontract any portion of this Contract.

6. Access to Records.

At any time, during regular business hours, with reasonable notice, and as often as the BOARD or other agency or individual authorized by the BOARD may deem necessary, CJS shall make available to the BOARD and/or individual authorized by the BOARD all books, records, documents, papers, subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other information or data relating to all matters covered by this Contract. The BOARD and/or individual authorized by the BOARD shall be permitted by the Contractor to inspect, audit, make excerpts, photo static copies, and/or transcripts of any and all such documents relating to all matters covered by this Contract. CJS acknowledges that Ohio's Public Records laws applies to this agreement and agrees not to assert any claim that would interfere with BOARD complying with a valid public record's request. Notwithstanding the foregoing, and unless otherwise required by applicable statute, such materials will not include any work of authorship which was fixed in a tangible medium of expression by CJS prior to the Effective Date, any intellectual property or other proprietary or trade secret information conceived or originated by CJS prior to the Effective Date, or any discovery, concept, or idea conceived, created, or acquired by Contractor or its officers, employees, agents and the like prior to the Effective Date.

7. Retention of Records.

CJS shall retain and maintain for a minimum of three (3) years after reimbursement/compensation for Services rendered under this Contract all books, records, documents, papers, subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other information or data relating to all matters covered by this Contract. If an audit, litigation, or other action is initiated during the time period of this Contract or the retention period, the Contractor shall retain and maintain such records until the action is concluded and all issues are resolved or the three (3) years have expired, whichever is later.

8. Campaign Finance - Compliance with RC § 3517.13.

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 said sections of the Revised Code are in compliance with the applicable provisions of section 3517.13 of the Revised Code. CJS therefore, is required to complete the attached certificate/ affidavit entitled "Certification/Affidavit in Compliance With O.R.C. Section 3517.13." Failure to complete and submit the required aforementioned certificate/ affidavit with the Contract will prohibit the BOARD from entering, proceeding with, and/or performing the Contract. Such certification is attached to this Contract as Exhibit A and by this reference made a part of this Contract.

9. Certification for Findings for Recovery.

By signature of its representative below, CJS hereby certifies that it is not subject to any current unresolved findings for recovery pending with or issued by the Ohio Auditor of State.

Kevin Bade GM

**COMMISSIONERS JOURNAL NO. 64 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 21, 2016**

10. Insurance.

CJS shall carry and maintain throughout the life of the Contract such bodily injury and property damage liability insurance as will protect it and the Indemnified Parties against any and all claims for personal injury, including death, or property damage, which may arise out of or result from the performance of or operations under this Contract or from the use of any vehicle(s) in connection therewith, and shall include coverage for the indemnification as described above.

Prior to commencement of this Contract, CJS shall present to the BOARD current certificates of insurance, and shall maintain current such insurance during and throughout the entire term of this Contract and until the Services are complete. Said insurance shall, at a minimum, include the insurance specified below and the amount of coverage on said policies of insurance shall be at least that which is specified below:

Commercial General Liability Insurance with coverage in an amount equal to and covering all sums which CJS may or shall become legally obligated to pay as damages, but in an amount providing for a minimum of or at least one million dollars (\$1,000,000.00) coverage per occurrence with an annual aggregate of at least two million dollars (\$2,000,000.00), including coverage for subcontractors, if any are used, covering any and all work performed under this Contract.

Auto/Vehicle Liability Insurance covering all owned, leased, non-owned, and/or hired vehicles used in providing the Services, used in connection with the Services, and/or otherwise for the BOARD and/or the Board with coverage in an amount equal to that required by law and covering all sums which CJS may or shall become legally obligated to pay as damages, but in an amount providing for minimum coverage of at least three hundred thousand dollars (\$300,000.00) (Combined Single Limit) or, one hundred thousand dollars (\$100,000.00) per person and three hundred thousand dollars (\$300,000.00) per accident for bodily injury and one hundred thousand dollars (\$100,000.00) per accident for property damage or more as may be required for particular vehicles or particular uses of vehicles as required by applicable law.

The BOARD shall be named as "Additional Insured" on the policies listed in paragraphs A and B above.

CJS shall be responsible for any and all premiums for all required policy(ies) of insurance.

The insurance company needs to be identified for each insurance policy and coverage. The certificates of insurance are to be signed by a person authorized by the insurance company to bind coverage on its behalf.

All insurance shall be written by insurance companies licensed to do business in the State of Ohio and in good standing with the Ohio Department of Insurance.

The above required insurance coverage shall be primary insurance as respects the Indemnified Parties and any insurance maintained by the Indemnified Parties shall be excess to the above required insurance and shall not contribute to it.

The insurer shall provide thirty (30) days written notice to the Board of Commissioners ("Board") before any cancellation or non-renewal of insurance coverage. Failure to provide such written notice will obligate the insurer to provide coverage as if cancellation or non-renewal did not take place.

If there is any change in insurance carrier or liability amounts, a new certificate of insurance must be provided to the Board within seven (7) calendar days of change.

In addition to the rights and protections provided by the insurance policies as required above, the BOARD and the Board shall retain any and all such other and further rights and remedies as are available at law or in equity.

11. Worker's Compensation Insurance.

CJS shall carry and maintain throughout the life of the Agreement Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed. CJS shall be responsible for any and all premiums for such policy(ies). At any time throughout the life of the Agreement the BOARD or Board may request proof of such insurance or of CJS's exemption from the requirements for such insurance. Proof of such insurance shall be promptly provided upon its request.

12. Independent Contractor Acknowledgement/No Contribution to OPERS.

The BOARD and Delaware County, Ohio (for purposes of this section collectively "County") are public employers as defined in R.C. § 145.01(D). The County has classified CJS as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System ("OPERS") for or on behalf of CJS and/or any of its officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Contract. CJS acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. If CJS is an individual or has less than five (5) employees, CJS, in support of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete and shall have each of its employees complete an OPERS Independent Contractor Acknowledgement Form ("Form"). The Form is attached hereto as Exhibit B and by this reference is incorporated as a part of this Contract. The BOARD shall retain the completed Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

COMMISSIONERS JOURNAL NO. 64 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD JANUARY 21, 2016

If CJS has five (5) or more employees, CJS, by signature of its representative below, hereby certifies such fact in lieu of completing the Form:
 Kevin Bade GM

13. Non-discrimination.

CJS certifies and agrees as follows:

CJS, all subcontractors, and/or any person acting on behalf of CJS or any subcontractor shall comply with any and all applicable federal, state, and/or local laws prohibiting discrimination and providing for equal opportunity.

CJS, all subcontractors, and/or any person acting on behalf of CJS or any subcontractor shall not in any way or manner discriminate on account of race, color, religion, sex, age, disability, handicap, sexual orientation, gender identity, or military status as defined in R.C. § 4112.01, national origin, or ancestry.

14. Accessibility.

CJS certifies and agrees as follows:

CJS, all subcontractors, and/or any person acting on behalf of CJS or any subcontractor shall make all services/programs provided pursuant to this Contract accessible to the disabled/handicapped.

CJS, all subcontractors, and/or any person acting on behalf of CJS or any subcontractor shall comply with any and all applicable federal, state, and/or local laws mandating accessibility and Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.O 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto.

15. Headings.

The subject headings of the paragraphs in this Contract are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

16. Certification Regarding Personal Property Taxes.

By signature of its representative below, CJS hereby certifies that it is not charged with delinquent personal property taxes on the general list of personal property in Delaware County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Delaware County, Ohio.
 Kevin Bade GM

17. No Exclusivity

CJS shall not be the exclusive provider of the Services. The BOARD and Board, in their sole discretion, may utilize other contractors to perform/provide the same or similar Services.

18. Drug Free Environment.

CJS agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. CJS shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

19. Statement Regarding Conflicts of Interest.

The Provider is unaware of and certifies that there are no conflicts of interest, either involving it or its employees, that would prohibit the Provider from entering this Agreement and agrees to immediately notify the Provider when and if it becomes aware of any actual or potential conflict(s) of interest that arise during the term of the Agreement.

20. No Exclusivity

CJS shall not be the exclusive provider of the crime analysis services to the BOARD. BOARD, in its sole discretion, may utilize other contractors to perform/provide the same or similar services.

21. No Competitive Bidding

Consistent with R.C. § 307.86 and the requirements of such statute, this Contract is not required to be competitively bid. The Court does not desire to competitively bid this Contract.

22. Drafting, Counterparts, and Signatures.

This Contract shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary. This Contract may be executed in counterparts. Any person executing this Contract in a representative capacity hereby warrants that he/she has authority to sign this Contract or has been duly authorized by his/her principal to execute this Contract on such principal's behalf and is authorized to bind such principal.

Vote on Motion Mr. Merrell Aye Mr. Benton Aye Mrs. Lewis Absent

COMMISSIONERS JOURNAL NO. 64 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 21, 2016

RESOLUTION OF NECESSITY FOR PURCHASE OR LEASE OF AUTOMOBILES FOR THE USE OF THE COUNTY COMMISSIONERS; ANY COUNTY DEPARTMENT, BOARD, COMMISSION, OFFICE OR AGENCY; OR ANY ELECTED COUNTY OFFICIAL OR HIS OR HER EMPLOYEES:

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

WHEREAS, the Board of County Commissioners of Delaware County, Ohio (the "Board") may find, by resolution of necessity, that it is necessary to expend county monies for the purchase or lease of a new automobile to be used by the Board, by any county department, board, commission, office or agency, or by any elected county official or his or her employees, and

WHEREAS, the Board has before it a request from the Office of Adult Court Services to expend county monies for the purchase of one new vehicle; and

WHEREAS, the Board participates in the State of Ohio's cooperative purchasing program; and

WHEREAS, the vehicle is available for purchase via the State of Ohio's cooperative purchasing program;

NOW, THEREFORE, BE IT RESOLVED BY the Board of County Commissioners of Delaware County, State of Ohio, as follows:

Section 1. The Board hereby declares that a necessity exists to purchase one new vehicle for use by the Office of Adult Court Services, being required to facilitate mandatory field supervision of defendants placed on Community Control.

Section 2. The Board hereby declares that the make and model of such vehicle is a 2016 Ford Explorer AWD for \$29,998.00.

Section 3. The Board hereby declares that the purchase or lease of said vehicle will be in accordance with the State of Ohio's cooperative purchasing program, pursuant to the contract and terms and conditions set forth in Contract # RS901216, which is, by this reference, fully incorporated herein and of which the purchase order approved herein shall be made a part.

Section 4. The Board hereby approves a purchase order request for a total of \$29,998.00 from org key 41711436-5450 to Lebanon Ford in Centerville, Ohio.

Section 5. This Resolution shall take immediate effect upon passage.

Vote on Motion Mrs. Lewis Absent Mr. Benton Aye Mr. Merrell Aye

8
RESOLUTION NO. 16-49

IN THE MATTER OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS APPOINTING COUNTY PREVENTION SPECIALISTS TO THE OHIO CHILDREN'S TRUST FUND CENTRAL OHIO CHILD ABUSE AND CHILD NEGLECT REGIONAL PREVENTION COUNCIL:

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

WHEREAS, pursuant to section 3109.172 of the Revised Code, the Delaware County Board of Commissioners may appoint two county prevention specialists to the Ohio Children's Trust Fund Regional Prevention Council; and

WHEREAS, the Delaware County Family and Children First Council recommends that the following individuals be considered for county prevention specialists to represent Delaware County for appointments to the yet-to-be formed Central Ohio Child Abuse and Child Neglect Regional Prevention Council:

-Sue Ware, Assistant Director Delaware County Department of Job and Family Services, acting in her capacity as administrator for Delaware County's Children's Services; and

-Stephanie Scribner, Council Coordinator Delaware County Family and Children First Council, acting in her capacity as administrator for the Delaware County Family and Children First Council;

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

Section 1. The Board hereby appoints Sue Ware, Assistant Director Delaware County Department of Job and Family Services acting in her capacity as administrator for Delaware County's Children's Services, as a county prevention specialist to represent Delaware County.

COMMISSIONERS JOURNAL NO. 64 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 21, 2016

Sue Ware
Assistant Director
Delaware County Department of Job & Family Services
140 North Sandusky Street
Delaware, Ohio 43015
740-833-2367
Email: Sue.Ware@jfs.ohio.gov

Section 2. The Board hereby appoints Stephanie Scribner, Council Coordinator Delaware County Family and Children First Council acting in her capacity as administrator for the Delaware County Family and Children First Council, as a county prevention specialist to represent Delaware County.

Stephanie Scribner
Council Coordinator Delaware County Family and Children First Council
Delaware County Department of Job & Family Services
140 North Sandusky Street
Delaware, Ohio 43015
740-833-2300
Email: SScribner@co.delaware.oh.us

Section 3. In accordance with OAC 5101:5-1-03(C), the Clerk is directed to submit a copy of this Resolution, along with a resume, curriculum vitae, or short biography of the appointees named in Sections 1 and 2 hereof, to the Ohio Children’s Trust Fund for confirmation of the appointments.

Section 4. The appointments approved herein shall be effective upon confirmation by the Ohio Children’s Trust Fund and shall be for a period of two years, with the term to be specified in the appointment confirmation.

Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Absent

9
RESOLUTION NO. 16-50

IN THE MATTER OF APPOINTING DELAWARE COUNTY’S REPRESENTATIVE TO THE REGIONAL COUNCIL OF GOVERNMENT FOR THE CENTRAL OHIO INTEROPERABLE RADIO SYSTEM:

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

WHEREAS, there exists a Regional Council of Government for the Central Ohio Interoperable Radio System per Resolution No. 09-1161 (In The Matter Of Approving Agreement To Establish A Regional Council Of Government (Cog) By And Between The City Of Dublin, The City Of Worthington, And Delaware County For Radio Communications); and

WHEREAS, per the agreement, the Governing Board shall consist of one (1) representative from each Member and any subsequently added political subdivisions, and the representative from each Member shall be the highest ranking employee of that Member (e.g. City Manager, County Administrator) or a designee of that employee; and

WHEREAS, all representatives of the Governing Board shall have been appointed through formal action taken by a political subdivision; and

WHEREAS, Delaware County’s current local government representative is resigning his position and a replacement representative needs to be appointed;

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

Section 1. The Board of Commissioners hereby authorizes the Acting County Administrator to designate Seiji Kille, Assistant County Administrator, as Delaware County’s Representative to the Governing Board of the Regional Council of Government for the Central Ohio Interoperable Radio System.

Section 2. This Resolution shall be effective immediately upon adoption.

Vote on Motion Mr. Merrell Aye Mrs. Lewis Absent Mr. Benton Aye

10
RESOLUTION NO. 16-51

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

COMMISSIONERS JOURNAL NO. 64 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 21, 2016

Whereas, the Acting County Administrator/ Director of Administrative Services recommends hiring Jane Hawes as the Communications and Employee Relations Manager; effective February 10, 2016;

Therefore Be It Resolved, the Board of Commissioners approve hiring Jane Hawes as the Communications and Employee Relations Manager; effective February 10, 2016.

Vote on Motion Mrs. Lewis Absent Mr. Merrell Aye Mr. Benton Aye

11

ADMINISTRATOR REPORTS

Dawn Huston/Assistant County Administrator

-No reports

12

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Merrell

- Attended a MORPC meeting this week. Franklin County is applying for a grant. They would like the Delaware County Commissioners to draw up a resolution supporting them.
- Attended the BIA annual dinner last week where the Code Compliance department received an award.
- CCAO would like the Commissioners to sign up for committees
- Met with Regional Planning yesterday. We discussed who the alternate would be to the Commissioner now that Tim Hansley has left. Bob Lamb's name was brought up. The clerks will prepare a resolution appointing Bob as an alternate.

Commissioner Benton

-No reports

13

RESOLUTION NO. 16-52

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT; COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; TO CONSIDER THE SALE OF PROPERTY AT COMPETITIVE BIDDING; FOR PENDING OR IMMINENT LITIGATION:

It was moved by Mr. Merrell, seconded by Mr. Benton to adjourn into Executive Session at 10:02 AM.

Vote on Motion Mrs. Lewis Absent Mr. Merrell Aye Mr. Benton Aye

RESOLUTION NO. 16-53

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Merrell, seconded by Mr. Benton to adjourn out of Executive Session at 11:25 AM.

Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Absent

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

**COMMISSIONERS JOURNAL NO. 64 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 21, 2016**

Jennifer Walraven, Clerk to the Commissioners