

St. Clairsville, Ohio

May 29, 2013

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Ginny Favede, Matt Coffland and Charles R. Probst, Jr., Commissioners and Jayne Long, Clerk of the Board.

MEETINGS ARE NOW BEING RECORDED
ALL DISCUSSIONS ARE SUMMARIZED. FOR COMPLETE PROCEEDINGS
PLEASE SEE CORRESPONDING CD FOR THIS MEETING DAY.

IN THE MATTER OF ALLOWANCE OF BILLS
AS CERTIFIED IN THE AUDITOR'S OFFICE

"BILLS ALLOWED"

The following bills having been certified in the Auditor's office, on motion by Mrs. Favede, seconded by Mr. Coffland, all members present voting YES, each bill was considered and it is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of bills allowed.

Claim of	Purposes	Amount
A-BP	Gasoline-Coroner/General Fund	270.22
A-Verizon Wireless	Cell phones-EMA/General Fund	365.50
E-Don Nippert	Tower Site Lease/911 Fund	660.00
K-Staples Credit Plan	Supplies/Engineer MVGT Fund	311.03
K & N-Lash Paving, Inc.	Paving bridge/Engineer MVGT Fund and Bridge & Retaining Wall Fund	10,550.00
O-Huntington National Bank	Interest payment/Bond Retirement-Waterline Ext. Proj. Fund	76,434.38
O-The Bank of New York	Interest/WWS#3 Phase I Bond Account	29,675.00
P-Columbia Gas of Ohio, Inc.	Services/BCSSD Funds	658.59
P-Ohio Rural Water Association	Services/BCSSD Funds	100.00
P-Sam's Club Direct	Mock supplies/Special Emergency Planning Fund/LEPC	128.82
P-South Central Power Co.	Services/BCSSD Funds	14,374.70
P-Southeastern Equip. Co., Inc.	Materials/WWS#3 Revenue Fund	771.02
S-Cardmember Services	Various activities & expenses/Oakview Juvenile Residential Center	693.47
S-Courtview	Support/Clerk of Courts Computer Fund	5,461.00
S-Glynis Valenti	Professional Services/Port Authority Fund	600.00
S-United Bank	Loan for Armory/Port Authority Fund	1,793.62
S-Wal-Mart Community	Supplies & food/District Detention Home Fund	1,897.00
S-Walmart Community/GECRB	Food & supplies/Oakview Juvenile Residential Center	249.44
W-Matthew Bender & Co.	Books/Law Library Fund	1,015.24

IN THE MATTER OF APPROVING RECAPITULATION
OF VOUCHERS FOR THE VARIOUS FUNDS

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for May 29, 2013 as follow:

FUND	AMOUNT
A-GENERAL	\$21,927.90
A-GENERAL/AUDITOR	\$1,264.52
A-GENERAL/JUVENILE COURT	\$25.00
A-GENERAL/SHERIFF	\$2,036.37
A-GENERAL/911	\$1,223.92
B-Dog Kennel	\$172.25
H-Job & Family, CSEA	\$5,595.75
H-Job & Family, Public Assistance	\$25,196.49
H-Job & Family, WIA	\$32,000.00
K-Engineer MVGT	\$41,671.99; \$470.16
M-Juvenile Ct. – Placement Services	\$26,720.00
M-Juvenile Ct. – Placement II	\$514.76
M-Juvenile Ct.- Title IV-E Reimb.	\$616.98
M-Juvenile Ct. – Truant Officer Grant	\$15.98
N-SSD#2 Force Main Ext. Construction	\$27,895.08
P-Oakview Admn Bldg.	\$677.40
P-Sanitary Sewer District	\$2,179.53; \$379.11
S-Certificate of Title Admn Fund	\$75.27
S-District Detention Home	\$1,285.66
S-Job & Family, Children Services	\$935.00
S-Job & Family, Senior Program	\$9,707.82
S-Oakview Juvenile Residential Center	\$27,983.65
S-Sheriff Commissary	\$669.61
T-Sanitary Sewer District	\$322.76

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

IN THE MATTER OF TRANSFERS WITHIN FUND

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the following transfers within the following funds:

THE GENERAL FUND

FROM	TO	AMOUNT
E-0055-A004-B34.000 Old Sheriff's Residence	E-0055-A004-B04.012 Equipment	\$ 6,000.00

To use toward the purchase of a new tractor for the Maintenance & Grounds department.

BELMONT CO. SSD/WWS #3 REVENUE FUND P05

FROM	TO	AMOUNT
E-3702-P005-P34.074 OE Transfer Out	E-3702-P005-P23.011 Services	\$50,000.00

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Probst	Yes
Mr. Coffland	Yes

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mrs. Favede, seconded by Mr. Probst to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under May 29, 2013:

THE GENERAL FUND

E-0121-A006-B02.002	Recorder//Salaries-Employees	\$ 18,000.00
E-0131-A006-A04.002	Sheriff//Salaries-Road Deputies	\$ 1,440.00
E-0051-A001-A50.000	Budget Stabilization Reserve	\$ 3,068.96

Permit payment from Global Geophysical Services, Inc., deposited 05/09/13.

BELMONT COUNTY 911/ WIRELESS FUND E11

E-2301-E011-E01.011	Contract Services	\$ 10,611.88
---------------------	-------------------	--------------

BELMONT CO. JUVENILE COURT/CARE & CUSTODY FUND M60

E-0400-M060-M25.002	Salaries-CCAP	\$ 8,427.00
E-0400-M060-M71.002	Salaries-Substance Abuse	\$ 9,848.50
E-0400-M060-M72.003	PERS-Substance Abuse	\$ 434.00
E-0400-M060-M75.008	Insurances Substance Abuse	\$ 1,165.50
E-0400-M060-M26.003	PERS-CCAP	\$ 125.00

BELMONT COUNTY SHERIFF/VARIOUS FUNDS

E-5100-S000-S01.010	Commissary	\$ 12,236.96
E-0131-A006-A24.000	E-SORN	\$ 280.00
E-0131-A006-A23.000	Background	\$ 1,278.00
E-5101-S001-S07.012	CCW Equipment	\$ 4,732.00
E-5101-S001-S06.000	CCW License	\$ 4,664.00
E-1652-B016-B02.000	DUI	\$ 5.00
E-0131-A006-A09.000	Medical	\$ 919.35
E-9710-U010-U06.000	Reserve	\$ 2,577.98

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Probst	Yes
Mr. Coffland	Yes

IN THE MATTER OF REQUEST FOR CERTIFICATION OF MONIES BY THE BUDGET COMMISSION

Motion made by Mrs. Favede, seconded by Mr. Coffland to request the Belmont Co. Budget Commission certify the following monies.

GENERAL FUND - \$193,710.12 deposited into R-0010-A000-A06.500 on 05/01/13 – April Casino Revenue

\$3,068.96 paid into R-0050-A000-A02.500 Oil & Gas Receipts on 05/09/13. *Permit payment from Global Geophysical Services, Inc.*

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

Motion made by Mrs. Favede, seconded by Mr. Coffland granting permission for county employees to travel as follows:

AUDITOR – Doug DeVault, Inspector and Logan Balliant and Anthony Rocchio, Interns, to travel to Reynoldsburg, OH, on June 20, 2013, to attend ODA Combined Training (Weights & Measures). A county car will be used. Estimated expenses: \$100.00

Andrew L. Sutak and Larry Craig to travel to Dayton, OH, on June 10-12, 2013, to attend C.A.A.O. Summer Conference. A county car will be used. Estimated expenses: \$1,000.00

EMA – Dave Ivan, Director, to travel to Woodsfield, OH, on June 12, 2013, to evaluate a mock exercise. A county vehicle will be used.

ENGINEER – Don Pickenpaugh, GIS Director, to travel to Columbus, OH, on June 20, 2013, to attend CEAO 2013 Land Records Modernization Conference & Trade Show. Estimated expenses: \$250.00

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

IN THE MATTER OF APPROVING MINUTES OF REGULAR BOARD OF COMMISSIONERS MEETING

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meetings May 8, 2013.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

IN THE MATTER OF AWARDING BID FOR THE ENGINEER'S PROJECT 13-1 FURNISHING AND APPLYING LIQUID BITUMINOUS MATERIAL FOR DUST CONTROL ON VARIOUS COUNTY HIGHWAYS

Motion made by Mrs. Favede, seconded by Mr. Coffland to award the bid for the Belmont County Engineer's Project 13-1 Furnishing and Applying Liquid Bituminous Material for dust control on various county highways to Lash Paving, Inc. in the amount of \$199,880.00, based upon the recommendation of Fred Bennett, County Engineer.

Note: Lash Paving was the only bidder.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

IN THE MATTER OF APPROVING THE HIRING OF ALBERT N. McMAHON AS A SUMMER STUDENT EMPLOYEE FOR THE BCSSD

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the hiring of Albert N. McMahon as a summer student employee for the Belmont County Sanitary Sewer District at the rate of \$7.85 per hour effective May 28, 2013, to be paid by the District.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

IN THE MATTER OF ACCEPTING THE PROPOSAL FROM JD&E CONTRACTORS AND ENGINEERS FOR CUSTOM WOODWORK AND FURNITURE/COMMON PLEAS COURT RENOVATION PROJECT

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept the proposal from JD&E Contractors & Engineers in the amount of \$19,655.00 for custom woodwork and furniture for the Common Pleas Court renovation project.

JD & E

Contractors & Engineers

Jarvis, Downing & Emch, Inc.
200 G. C. & P. Road
P.O. Box 6253 Wheeling, WV 26003

www.jde-inc.com

Phone (304) 232- 5000 Fax (304) 232- 0619

May 22, 2013

Ms. Barbara Blake
Belmont county Courthouse
101 West Main Street
St. Clairsville, OH 43950

RE: Courtroom Renovation—Custom Woodwork & Furniture

Dear Ms. Blake

We propose to provide custom woodwork and furniture per the following itemized listing:

Witness Stand- Constructed of solid oak with features to blend with the design of the Judge’s desk, stained dark to match with satin clear to better replicate aged finish.
\$4, 950.00

Refinish Judge’s Desk- Top Surface and Base portion only, re-stained to match existing.
\$875.00

Court Recorder’s Desk with Drawers- Solid oak construction With three (3) drawers on right side and enclosed sides for privacy. Trim to blend with the design of the existing Judge’s desk.
\$3, 390.00

Bailiff’s Desk with Drawers- Same design as Recorder’s desk, only slightly smaller to fit in the available space.
\$3,390.00

Two (2) Counsel Tables- Solid oak construction with four Legs. Legs will be 4” square with trims to match design of the existing Judge’s desk.
\$5, 100.00

One (1) Podium – Solid oak construction with four commercial grade casters/wheels. Design will match all other furniture.
\$1, 950.00

Total: \$19, 655.00

TERMS: 50% deposit (\$9,827.50), balance upon delivery

Thank you for the opportunity to quote this work. Should you have any questions, Please do not hesitate to contact me at the office at Extension 118.

Very truly yours,
JARVIS, DOWNING & EMCH, INC.
Jason Costello /s/
Jason Costello
Project Manager

/gs

cc: Commissioner Ginny Favede

Ginny Favede /s/

Acceptance

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

IN THE MATTER OF ACCEPTING THE PROPOSAL FROM KELLY’S SUITE II FOR CARPET/COMMON PLEAS COURT RENOVATION PROJECT

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept the proposal from Kelly’s Suite II in the amount of \$6,380.64 for carpet for Common Pleas Court renovation project as follows:

168 square yards at \$36.98 per sq. yd.	\$6,212.64
Shipping	168.00
Total	\$6,380.64

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

IN THE MATTER OF AUTHORIZING COMMISSION PRESIDENT TO EXECUTE THE SERVICE AGREEMENT WITH CODERED/BELMONT CO. 9-1-1

Motion made by Mr. Coffland, seconded by Mr. Probst to approve and authorize Commission President Ginny Favede to execute the service agreement with CodeRED, on behalf of Belmont County 9-1-1, for a high-speed notification system effective June 1, 2013 as follows:

- CodeRED Service Agreement: \$17,500.00 per year
- IPAWS (Integrated Public Alert Warning System) Addendum: \$ 1,500.00 per year
- CodeRED Weather Warning Service Addendum: \$ 1,000.00 per year
- Total: \$20,000.00 per year

CODERED SERVICES AGREEMENT

This CodeRED® Services Agreement ("Agreement") is made and effective as of **June 1, 2013** (the "Effective Date") by and between Emergency Communications Network, LLC, a Delaware Limited Liability Company ("Licensor") located at 9 Sunshine Boulevard, Ormond Beach, FL 32174 and **Belmont County**, a body politic and corporate of the State of **Ohio** ("Licensee") located at **68331 Bannock Road, Saint Clairsville, OH 43950**.

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 **five (5)** 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. Functionality: The Service provides the ability for Licensee to generate high-speed notifications to geographically selected calling areas and/or listed databases via an Internet-hosted software application. The Service utilizes an interactive voice response telephone service to record Licensee voice messages and initiate telephone call-out projects. Licensee's community database(s) shall be limited to containing contact data located within the geographic boundaries (determined by Lat/Lon coordinates) of **Belmont County, Ohio (the "Calling Area")**. 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.

4. Term: This Agreement, and the License extended herein, will continue for a period of **three (3) years and two hundred fourteen (214) days** (the "Initial Term") commencing on the Effective Date. Upon termination of this Agreement, whether by expiration of the Initial Term, any Renewal Term (as hereinafter defined) (the Initial Term and all Renewal Terms, collectively, the "Term") or as otherwise set forth herein, Licensee's access to the Service will be terminated and all System Minutes remaining on account shall transfer solely to Licensor.

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 9 Sunshine Blvd., Ormond Beach, FL 32174.

Notwithstanding the payments listed on Exhibit A, Licensee understands and agrees that the Hardware Trade-in Credit, as set forth on Exhibit A, shall not be applied if Licensee does not return the equipment specified on Exhibit B to Licensor on or before June 17, 2013.

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:

- 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. Annual System Minute Bank Replenishment: For the first **214 days** of this Agreement, Licensee will have access to **36,644** System Minutes. Commencing on **January 1, 2014** (the "Renewal Date"), Licensee will have access to **62,500** System Minutes. On each anniversary of the Renewal Date, for so long as this Agreement is in effect, the System Minute bank will be refilled to **62,500** System Minutes. System Minutes are not transferable and do not rollover from year to year, unless otherwise paid for and agreed in writing. If the entire bank of System Minutes is exhausted during the given year, Licensee will be required to repurchase System Minutes according to the System Minute bank refill provisions described herein.

8. Discount Contract Extension: Upon completion of the Initial Term or any Renewal Term (as hereinafter defined) the Term of this Agreement will automatically extend for an additional **three-year** period (each a "Renewal Term"), except as otherwise set forth herein. This contract extension provision will continue to extend the Agreement by three (3) additional years at the end of the Initial Term or each three (3) year Renewal 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 then current Initial Term or Renewal Term.**

In the event the Agreement is renewed, such renewal shall trigger the following events on **January 1st** of every third year, commencing as of **January 1, 2017:**

- a) Licensee's System Minute bank will be replenished to the annual **62,500** minute balance;
- b) Licensor will update its systems to extend the active software License and associated access codes for three additional years of use;
- c) Licensor will invoice Licensee for additional year(s) of Service at the rate of **fifty-two thousand five hundred dollars (\$ 52,500) per three Renewal Term which may be paid in installments of seventeen thousand five hundred dollars (\$17,500) per year;** and
- d) Licensee agrees to pay the contract extension fee set forth in this paragraph for all years in the Renewal Term upon receipt of invoice from the Licensor, subject to the terms as set forth in paragraph 5.

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 **6,250** 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. Termination: Licensee or Licensor may terminate this Agreement at the completion of the Initial Term or the then-current Renewal Term by providing Licensor with no less than 30 days advance written notice prior to the end of the Term. Licensee understands and agrees that failure to provide notice as set forth herein shall result in automatic renewal. 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.

11. 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.

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. 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.

14. 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 or implied, and does not warrant for merchantability or fitness of a particular purpose.** Licensee recognizes that once email and text messages have been released from Licensor's equipment, the 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.

15. Appropriate Use of The Service: To access the Service, Licensor will provide Licensee with unique user name(s) and password(s). Licensee agrees to maintain such user name(s) and password(s) as private and confidential information. Licensee agrees to use the Service in a way that conforms with all applicable laws and regulations. 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 defend, indemnify and hold harmless Licensor and its affiliates, employees, officers, directors, managers, members and agents from any and all liabilities, costs, and expenses, including reasonable attorneys' fees, whether brought by a third party, arising from any violation 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. Licensee shall be responsible for compliance with all applicable laws regarding outbound telemarketing, which may include, but are not limited to the Federal Telephone Consumer Protection Act of 1991, The Telemarketing and Consumer Fraud and Abuse Prevention Act of 1999 and the rules and regulations promulgated thereunder, as well as State and Local telemarketing laws and requirements. Licensee will be solely responsible and liable for any such violations and shall defend, indemnify and hold Licensor harmless from all lawsuits, demands, liabilities, damages, claims, losses, costs or expenses, including attorneys' fees (whether by salary, retainer or otherwise), arising out of or resulting from, in whole or in part, a violation of such laws.

16. 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 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.

17. Entire Agreement: This Agreement supersedes all prior understandings or agreements, whether oral or written, on the subject matter hereof between the parties. 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.

18. 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, 9 Sunshine Blvd. Ormond Beach, FL 32174

As to Licensee: **Belmont County, Attn: Bryan Minder/Director, 68331 Bannock Road, Saint Clairsville, OH 43950**

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

19. General: Each party to this Agreement agrees that any dispute arising under this Agreement shall be submitted to binding arbitration according to the rules and regulations of, and administered by, the American Arbitration Association, and that any award granted pursuant to such arbitration may be rendered to final judgment. 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 Arbitration, a Court of first jurisdiction and all Courts of Appeal.

20. Interpretation and Severability: In the event any provision of this Agreement is determined by an arbitrator or 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.

21. 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.

22. 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.

IN WITNESS WHEREOF, the parties execute this Agreement on the date(s) indicated below.

Licensee: Belmont County, Ohio **Licensor: Emergency Communications Network, LLC**

Signature: Ginny Favede /s/
 Printed Name: Ginny Favede
 Title: President, Belmont Co. Bd. of Commissioners
 Date: 5/29/13

Signature:
 Printed Name:
 Title:
 Date:

APPROVED AS TO FORM:
David K. Liberati /s/ Assistant
 PROSECUTING ATTORNEY

Exhibit A – Service Charges

Three (3) year, two hundred fourteen (214) day Discount CodeRED Service Agreement \$ 62,760.27

Credit for CityWatch Maintenance and Capacity on Demand for 06/01/13 – 10/14/13 \$ (2,462.55)
 Credit for Hardware Trade-in Credit* \$ (7,797.72) **TOTAL: \$ 52,500.00**

Payments for initial term due in three (3) installments as follows: \$17,500.00 due on or before **January 1, 2014** \$17,500.00 due on or before **January 1, 2015** \$17,500.00 due on or before **January 1, 2016**

* **Licensee understands and agrees that the Hardware Trade-in Credit, shall not be applied if Licensee does not return the equipment specified on Exhibit B to Licensor on or before June 17, 2013.**

Initial two hundred fourteen day (214) day period will include **36,644** CodeRED System Minutes. Remainder of Initial Term and each Renewal Term will include up to **62,500** Annual CodeRED System Minutes \$ Included (see section 7)
 Additional System Minutes \$ **0.28** per minute

500 minutes for testing and training \$ No Charge (see section 6)

Email and Text Messaging \$ No Charge

Up to **5** CodeRED user pass codes \$ Included Additional pass codes may be purchased for an annual fee of \$150.00 per pass code.

Initial Residential Database Upload \$ Waived

One (1) CodeRED distance training session \$ Included Additional distance training sessions may be purchased for \$150.00 per hour (one hour minimum).

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.

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 inhouse 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 – Hardware Trade-in

QTY	DESCRIPTION
1	2U Rack Mount Intel Based Computer Server
1	Window 2003 Server OS
4	GIG RAM
2	160.0 GIG Internal Hard Disk Drives. Disk Mirroring
1	Dialogic 2 Port HMP Card (supports two PRI circuits)

CodeRED[®] Weather Warning Service Addendum

This is an Addendum to the CodeRED Services Agreement ("Agreement") entered into by and between **Belmont County** (hereinafter "Licensee") a body politic of the State of **Ohio** located at **68331 Bannock Road, Saint Clairsville, OH 43950** and Emergency Communications Network, LLC (hereinafter "Licensor"). In consideration of the promises set forth herein and outlined in the Agreement, Licensee and Licensor agree to amend the CodeRED Services Agreement in the following manner:

- Terms used herein which are not otherwise defined shall have the meanings given to them in the Agreement.
- The following terms shall be added to the original CodeRED Service Agreement:

CodeRED Weather Warning Service: Licensor's CodeRED Weather Warning Service (CRWW) expands the benefits of the CodeRED service to include the automatic launching of prerecorded Weather Warning call-out projects to Licensee approved subscribers. These automated call-outs are initiated by the issuance of a Severe Weather Bulletin by the National Weather Service (NWS), with no intervention on the part of Licensee or Licensor. Call recipients are determined by matching the geographic locations associated with a database of opt-in subscribers against the geographic polygon(s) associated with Severe Weather Warnings issued by NWS.

CRWW Terms of Use:

Subscribers: Severe weather events can occur at any time of day or night. Accordingly, CRWW calls will automatically be launched in response to the issuance of NWS Bulletins at any time, 24 hours/day. Unlike the CodeRED service which is pre-populated

with calling data for residential and business telephones, the CRWW service targets the telephone numbers of ONLY those households and business that have CHOSEN to participate through an opt-in process. Residents and businesses within **Belmont County, Ohio** who wish to receive the CRWW calls can add their name and geographic location to the CRWW subscriber database via the Licensee's CodeRED Residential Update Website. This site is hosted by Licensor for the purposes of allowing citizens to add their contact information to both the CodeRED database and the CRWW database via the Internet. Subscribers shall be subject to the terms and conditions of the CRWW service, which can be reviewed at: <http://www.coderedweb.com/codereddataentry/terms.cfm>. ONLY THOSE CITIZENS WHO OPTIN TO THE CRWW SERVICE WILL BE ELIGIBLE TO RECEIVE WEATHER WARNING CALLS. LICENSEE MUST APPROVE ALL SUBSCRIBER ENTRIES PRIOR TO THEIR BEING ACTIVATED AND ENTERED INTO THE CALLING DATABASE. All subscriber data is the sole and exclusive property of Licensor.

Limits on Calling Database: Citizens are allowed to enter up to two (2) telephone contact numbers for each CRWW address. Only addresses falling within the geography covered under the CodeRED Services Agreement are eligible to receive CRWW calls. Licensee is responsible for removing subscriber addresses that fall outside of their covered municipality prior to approving records via the on-line Residential Update approval process.

CodeRED Minute Bank Balance: Calls placed automatically via the CRWW Service have no effect on the minute bank balance associated with the CodeRED Service. The additional fees (described below) for the CRWW Service include all minutes used in the delivery of all warning calls made during the term of this Addendum.

License: The CRWW Service is available only as an add-on service module for licensees of the CodeRED Service. The CRWW service license will not be provided under the terms of this Addendum unless a current active Standard CodeRED Services agreement is in effect.

COST FOR CRWW: Licensee shall pay to Licensor **three thousand five hundred eighty-six dollars and thirty cents (\$3,586.30)** for the initial term of this Addendum, which shall coincide with the Initial Term of the Agreement, which shall be paid by Licensee in four (4) installments as follows:

\$ 586.30 due prior to the initiation of the CRWW Service **\$ (586.30)** credit for Hardware Trade-in Credit* **\$ 0.00** due prior to the initiation of the Service **\$ 1,000.00** due on or before **January 1, 2014** **\$ 1,000.00** due on or before **January 1, 2015** **\$ 1,000.00** due on or before **January 1, 2016**

***The Hardware Trade-in Credit is subject to the terms set forth on Exhibit A of the Agreement.**

Thereafter Licensee shall pay **three thousand dollars (\$3,000)** for each successive term of this Addendum, which shall coincide with any Renewal Term, and the full Term of the Agreement, which shall be paid by Licensee in three (3) annual installments of **one thousand dollars (\$1,000)**. Payment terms shall be identical to the terms contained in the original Agreement for the CodeRED Service. Pricing for CRWW is separate and independent from CodeRED Service Agreement pricing, and the CRWW service can be removed from the CodeRED Service by Licensee by providing 30 days written notice prior to the end of the then-current initial term or renewal term of the Agreement. Licensee will be notified of any price change for CRWW a minimum of 90 days in advance of the Renewal Date (as defined in the Agreement).

TERM: The term of the CRWW Agreement shall commence as of the effective date of Licensee's CodeRED Services Agreement and shall be for so long as Licensee maintains an active CodeRED Services Agreement and has paid the appropriate fees listed above. Upon termination of the CodeRED Services Agreement, access to the CRWW system will terminate and Licensor shall terminate all individual subscriber accounts.

3. This Addendum shall not modify any terms and conditions of the Agreement, which shall remain in force and effect for the term of the Agreement.

Belmont County, Ohio Licensee	Emergency Communications Network, LLC Licensor
Signature: <i>Ginny Favede /s/</i>	Signature:
Printed Name: Ginny Favede	Printed Name:
Title: President, Bel. Co. Board of Commissioners	Title:
Date: 5/29/13	Date:

APPROVED AS TO FORM :
David K. Liberati /s/ (Assistant)
PROSECUTING ATTORNEY

IPAWS Addendum

This Addendum to the CodeRED Services Agreement ("Agreement") is made and entered into as of **June 1, 2013** (the "Effective Date") by and between **Belmont County** (hereinafter "Licensee") a body politic of the State of **Ohio** located at **68331 Bannock Road, Saint Clairsville, OH 43950** and Emergency Communications Network, LLC (hereinafter "Licensor").

In consideration of the promises set forth herein and outlined in the Agreement, Licensee and Licensor agree to amend the CodeRED Services Agreement in the following manner:

- Terms used herein but not otherwise defined shall have the meaning attributed to them in the Agreement.
- The following terms shall be added to the original CodeRED Service Agreement:

Integrated Public Alert Warning System ("IPAWS"): IPAWS is a public alert and warning system developed and maintained by the Federal Emergency Management Agency ("FEMA"), and is designed to provide integrated services and capabilities to local, state and federal authorities for the purpose of enabling them to alert and warn their respective communities via multiple communication methods. Licensor's CodeRED Service has the ability to permit authorized IPAWS users to deliver messages to IPAWS through the CodeRED® Service using an IPAWS add-on (the "IPAWS Submission App").

IPAWS TERMS OF USE:

Authorization: Licensee represents and warrants to Licensor that Licensee, and any employees, agents, or representatives of Licensee that accesses IPAWS using Licensee's access codes to the IPAWS Submission App (each a "User"), are authorized by FEMA to use IPAWS and have completed IPAWS training as required by FEMA. Licensee shall contact Licensor immediately upon any change in Licensee's, or any User's, right to access IPAWS, including but not limited to any change in any User's employment status which may otherwise result in such User no longer being authorized to have access to IPAWS.

Licensee shall notify Licensor to designate which access codes for CodeRED® shall have the ability to view the IPAWS Submission App. Licensee understands and agrees that the IPAWS Submission App may only be accessed by users with access codes for CodeRED® and that, in the event Licensee requires additional CodeRED® access codes for access to the IPAWS Submission App, Licensee may purchase such additional codes as set forth in the Agreement. Licensee further understands and agrees that access to the IPAWS Submission App shall require a separate password from that used for the CodeRED® Service, that such password shall be established solely by the user who signs up for access to the IPAWS Submission App, and that Licensor shall not have access to such password. Licensee shall assume full responsibility for maintaining the confidentiality of all passwords used to access the IPAWS Submission App. Licensee shall indemnify Licensor from any and all claims, damages, expenses (including attorneys' fees and costs), which arise from any unauthorized use or access to IPAWS hereunder, whether by Licensee or through the use of Licensee's IPAWS Submission App access codes.

Digital Signature: Licensee represents and warrants that it has been granted a digital signature to access IPAWS (the "Signature") from FEMA. In order to use the IPAWS Submission App, Licensee agrees to provide Licensor with a copy of the Signature as well as Licensee's Application for IPAWS Public Alerting Authority, and Licensee's keystore and passwords for the Signature, along with any other information reasonably requested by Licensor to demonstrate Licensee's right access to IPAWS through the IPAWS Submission App. **Licensee agrees that the Signature shall be submitted, free from any information disclosing its associated passwords, to Licensor in hard copy and/or electronic format on CD or USB Drive, by mailing such information to Licensor, via certified mail or other nationally recognized overnight delivery carrier, delivery confirmation requested, at Emergency Communications Network, Attn: Gary Van OpDorp, 9 Sunshine Blvd., Ormond Beach, FL 32174.** All remaining items, including without limitation, Licensee's Application for IPAWS Public Alerting Authority, and Licensee's keystore and passwords for the Signature, may be emailed to a designee of Licensor. Licensee specifically authorizes Licensor to use such information, including but not limited to the Signature, for the purpose of connecting Licensee to the IPAWS Submission App. Licensee agrees that it shall permit the Signature to remain on Licensor's servers for the purpose of allowing Licensee and Licensor to access IPAWS through the

IPAWS Submission App, and that Licensor may use Licensee's Signature for the purpose of testing the CodeRED® Service and the IPAWS Submission App. Licensor and Licensee acknowledge and agree that, upon termination of this Addendum or the Agreement, the Signature shall be removed from the IPAWS Submission App. Licensee further acknowledges and agrees that it shall not, at any time, submit the Signature or any confidential information belonging to it regarding its IPAWS authorization to Licensee via email or other electronic means, except as specifically set forth in this Addendum. Licensee further agrees that Licensor shall, in no way, be liable for any transmission, copying, or security issues which arise from Licensee's transmission of confidential IPAWS information through non-secure means, including without limitation email.

Functionality: Licensee acknowledges and agrees that: (a) the IPAWS Submission App permits Licensee to submit messages to IPAWS, however, upon submission of any messages to IPAWS, Licensor shall have no further responsibility regarding the dissemination of the message; (b) that the dissemination of messages through IPAWS, after delivery by the IPAWS Submission App, including but not limited to delivery through the Emergency Alert System (EAS) or the Commercial Mobile Alert System (CMAS), is not guaranteed nor controlled by Licensor, and is the sole responsibility of FEMA and its associated agencies, and that in no event shall Licensor be responsible or liable for the failure of messages to be disseminated through IPAWS; (c) IPAWS may include additional features which are not supported through the IPAWS Submission App, including without limitation the receipt of messages, and Licensor shall not be required to provide such additional features to Licensee; and (d) Licensee shall be solely responsible for the content of all messages delivered to IPAWS through the IPAWS Submission App and for any and all claims, whether raised by FEMA or a third party, regarding messages sent by Licensee, or using Licensee's access codes, through the IPAWS Submission App.

Integration into Service: Licensee acknowledges and agrees that all provisions of the Agreement, including but not limited to the use of the Service, warranty disclaimers, liability limitations, and Licensee responsibility and indemnification of Licensor, shall apply to Licensee's use of the IPAWS Submission App, and that the terms of this Addendum shall be governed by the Agreement and do not modify, limit, or alter the Agreement except as specifically set forth herein.

CodeRED Minute Bank Balance: Licensee acknowledges and agrees that messages delivered through the IPAWS Submission App have no effect on the system minute bank balance associated with the CodeRED Service.

License: The IPAWS Submission App is available only as an add-on service module for Licensees of the CodeRED Service. The service license granted hereunder for the IPAWS Submission App will not be provided under the terms of this Addendum unless a current and active CodeRED Services agreement is in effect.

Security: Licensor will use commercially reasonable practices and standards to secure and encrypt data transmissions sent using the IPAWS Submission App. Licensee understands and acknowledges that Licensor is providing the IPAWS Submission App 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 for any compromise to, or interceptions of, messages sent through the IPAWS Submission App.

COST FOR IPAWS: Licensee shall pay to Licensor five thousand three hundred seventy-nine dollars and forty-five cents (\$5,379.45) for the Initial Term of this Addendum, which shall coincide with the Initial Term of the Agreement, which shall be paid by Licensee in four (4) installments as follows:

- \$ 879.45 due prior to the initiation of the CRWW Service
- \$ (879.45) credit for Hardware Trade-in Credit*
- \$ 0.00 due prior to the initiation of the Service
- \$ 1,500.00 due on or before **January 1, 2014**
- \$ 1,500.00 due on or before **January 1, 2015**
- \$ 1,500.00 due on or before **January 1, 2016**

***The Hardware Trade-in Credit is subject to the terms set forth on Exhibit A of the Agreement.**

Thereafter Licensee shall pay four thousand five hundred dollars (\$4,500) for each successive term of this Addendum, which shall coincide with any Renewal Term, and the full Term of the Agreement, which shall be paid by Licensee in three (3) annual installments of one thousand five hundred dollars (\$1,500). Payment is due upon receipt of invoice (ROI), and all payment terms shall be identical to the terms contained in the original Agreement for the CodeRED Service. Pricing for the IPAWS Submission App is separate and independent from CodeRED Service Agreement pricing, and the IPAWS Submission App can be removed from the CodeRED Service by Licensee by providing 30 days written notice prior to the end of the then-current Initial Term or Renewal Term of the Agreement. Licensor, in its sole discretion, may also terminate this Addendum: a) for any reason, and in such case, Licensor will refund to Licensee an amount equal to the monthly-prorated balance of the annual fee based on the number of days left in the Term of the Addendum; or b) immediately, and without further notice, as a result of Licensee's breach of this Agreement or Addendum or changes to IPAWS caused through no fault of Licensee or Licensor, and in such case, no fees paid hereunder shall be refunded. Licensee will be notified of any price change for the IPAWS Submission App a minimum of 90 days in advance of annual renewal date. Licensor will take reasonable efforts to provide Licensee of advance notice of a termination pursuant to a) herein, however Licensee understands and agrees that such notice may not be provided in instances where immediate termination, whether due to access breaches or otherwise, are required.

TRANSFER OF INFORMATION: Licensee understands and agrees that Licensor shall not be responsible for any security breach or losses of information caused during the transmission of confidential information from Licensee to Licensor, including without limitation the transmission of any FEMA documents, the Signature, or any associated IPAWS information. Licensee shall take steps to ensure that the transmission of such information is completed with best practices, including without limitation ensuring that all Signature passwords are transmitted separately from the Signature. Licensor shall not be deemed to be in receipt of any information absent delivery confirmation of same; Licensee shall be solely responsible for arranging, including but not limited to paying any costs associated with, delivery confirmation.

TERM: The term of this Addendum shall commence as of the Effective Date and shall be for so long as Licensee maintains an active CodeRED Services Agreement and has paid the appropriate fees listed above, unless otherwise terminated as set forth herein. Licensee understands and agrees that access to the IPAWS Submission App shall be made available upon Licensor's receipt of all IPAWS information requested hereunder, and that the date of such receipt shall not otherwise affect the commencement of the term of this Addendum as of the Effective Date. Upon termination of the CodeRED Services Agreement, access to the IPAWS Submission App will terminate and Licensor shall terminate all individual subscriber accounts. Licensee or Licensor may cancel this Addendum by providing 30 days written notice prior to the end of the then-current Initial Term or Renewal Term, as set forth in the Agreement. Licensee understands and agrees that the failure of Licensee to provide such notice shall result in an automatic renewal of this Addendum. Licensee further understands and agrees that, in the event Licensor is required to remove the IPAWS Submission App as a result of Licensee's failure to maintain its right to maintain and/or comply with any IPAWS or FEMA regulations, Licensee shall forfeit all fees paid hereunder to Licensor.

FURTHER ASSURANCES: Licensee agrees to execute and deliver to Licensor any additional documents and instruments, and to perform any additional acts that may be necessary or appropriate to effectuate and perform its obligations under this Agreement, including without limitation any additional paperwork requested by Licensor to show Licensee's compliance with any and all FEMA and/or IPAWS regulations.

3. This Addendum shall not modify any terms and conditions of the Agreement, which shall remain in force and effect for the term of the Agreement.

Belmont County, Ohio

Licensee
Signature: *Ginny Favede /s/*
Printed Name: Ginny Favede
Title: President, Bel. Co. Board of Commissioners
Date: 5-29-13

Emergency Communications Network, LLC

Licensor
Signature:
Printed Name:
Title:
Date:

APPROVED AS TO FORM:
David K. Liberati /s/, Assistant
PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

- Mr. Coffland Yes
- Mr. Probst Yes
- Mrs. Favede Yes

DISCUSSION HELD RE: 911 EMERGENCY NOTIFICATION SYSTEM – 911 Acting Director Bryan Minder explained that they currently use City Watch for emergency notification. It is a reverse 911 system that they can put out notifications to residents of the county. City Watch is a slower based system. They were bought out by the company that owns CodeRED. City Watch can only dial 24 phone numbers at a time. If they were to make an emergency notification to the entire county, with City Watch it would take 10-12 hours. CodeRED can do a county-wide notification of every resident in Belmont County in 15-20 minutes versus the 10-12 hours it would take with City Watch. It is an increase of about \$4,000.00. Mr. Minder stated, “I think it is definitely worth it.” He advises the IPAWS is an Integrated Public Alert Warning System. After certain criteria are met, the message can be put across television, radio and cell phones. There is also a weather warning alert that is voluntary. You would need to sign up for it on their site. It goes off of the National Weather Service. Only those in affected areas would get called. This is a big, very high speed upgrade and worth it for all residents of the county. Mr. Probst agreed and said seconds count in any type of emergency. Mrs. Favede thanked Mr. Minder for his excellent job.

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:15 A.M.

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter executive session pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment of a public employee.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 10:55 A.M.

Motion made by Mrs. Favede, seconded by Mr. Coffland to adjourn executive session.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

AS A RESULT OF EXECUTIVE SESSION, THE FOLLOWING ACTION WAS TAKEN:

IN THE MATTER OF APPROVING THE HIRING OF THREE PART-TIME CLASS III OPERATORS /BCSSD

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the hiring of Yvonne Sue Bell, Dan Walls and John Brunner as part-time Class III Operators for the Belmont County Sanitary Sewer District’s Water Treatment Plant at the rate of \$30.00 per hour, effective June 3, 2013, based upon the recommendation of Mark Esposito, Director. Ms. Bell will be the Operator of Record and Mr. Walls and Mr. Brunner will only fill in for her as needed.

Note: EPA mandates a Class III operator of record oversee daily operations until a full time Class III operator is secured.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

OPEN PUBLIC FORUM - Mrs. Favede advised that an executive session will be held today at 1:30 p.m. with the County Court Judges regarding their court orders filed last week.

Mike Bianconi thanked the board for their appointment to the 911 Board. He praised 911 Acting Director Bryan Minder on doing a good job. He noted last fall the DJFS management team provided a Senior Services status report. Mrs. Favede handed him their financial report dated April 2013. He requested they come into the Commissioners meeting and present another report. He again asked the board if they have given any more consideration on his topic of the sales tax and casino monies being given to the County Engineer for roads and bridges. Mr. Coffland stated he was in favor of bringing in management to provide an update on the Senior Services program. Mr. Coffland advised the casino money is being used for remodeling around the courthouse and parking lot. He would like to lay down some asphalt, if we have any casino money left after the courtroom remodeling. Mr. Bianconi said he forgot about casino monies at the last meeting and he was talking about sales tax monies. He asked what about sales tax money. Mr. Coffland answered, “Until the Auditor certifies us more money, we don’t have it to do.” Mrs. Favede replied, “That’s accurate Mike. Until he hits his certification of this year, there is no additional money for him to certify in addition to what he has certified us this year, which is \$17.4 million.” Mr. Bianconi then asked again about getting the Senior Program management team in. Mrs. Favede stated she thinks it is a difficult time right now with the Director who is on his way out the door. She said the board is getting ready to interview for a new Director’s position as well as a new Senior Services Coordinator and would like to get the new Senior Services Coordinator in place before we go that route so that what we are projecting and what we are putting out to the public is accurate based upon the direction that they are headed. She said what you would put out right now is going to be the existing situation right when we are in the middle of transferring that into a different situation. Mr. Bianconi said, “That’s exactly my point. It would be exactly what’s going on right now and that’s what I would like to know; what is exactly going on, whatever it is.” He noted recently more people were put on to handle the meals. He would like those types of numbers, the amount of meals, and what is going on. Mrs. Favede reiterated, “I would like to get the new person in place so that that person is able to participate in that.”

Mr. Coffland again stated he was in favor of bringing them in next week, if he can get someone to support that. He noted it is the end of a quarter and an update should be presented. He said that would provide a baseline for the new director.

Mr. Probst responded, “I think as soon as the new Senior Services Coordinator is employed then I think that is a good idea. That way that person can be involved with the transition with who we have in place now. Then we can have them come in together and give a report and introduce the new Coordinator and go from there. We are somewhat in a transition phase right now; a slow transition phase. There are various Senior Program contracts being looked at now to transfer under the realm of the County Commissioners. We just ratified a labor agreement with Senior Services. Maybe between now and the time the Coordinator is hired, if you have questions, we can get those answers. It sounds like you just want an overall picture of what is going on, whether it be transportation, meals, finances, and that is fine, we can gather all the information, but I don’t know if we want to do the same thing as before and have six different people come in at one time, away from their work, away from the seniors and come in and take up 2 to 3 hours of their time in a Commissioners meeting to do that. We are probably going to do that when a new Coordinator is hired. I just don’t want to duplicate services. I understand how important it is to the public and to the seniors to understand what is going on, but quite honestly Mike, I have received absolutely no complaints about Senior Services.” Mr.

Bianconi said, "I don't either." Mr. Probst stated, "That is a testament to who is in place now and the job that they are doing, but in order to be more fiscally responsible and to be able to generate more monies and less levy monies being used for seniors, when we go get grants, those services need to come under the County Commissioners. I don't know how else to put it. Every week you are asking and that is probably not the answer you want, but if you think we are going to bring them in next week and do this, I don't see it happening until we hire a Coordinator." Mr. Bianconi still questioned what is going on. Mr. Probst stated keep in mind too, Mr. Pielech has his hands full. He is only going to be with us until the middle of July. He has to put the agency position to transfer over to a new Director at that point and button up a lot of loose ends that he has going on too. He has a lot to do too. At the very least it is going to take him a few days to put together and get his group together to come in and do a presentation. Now they are going to case banking because of the layoffs at Human Services. This is all a part of what is going on. So they are in transition doing case banking, so it is a whole new system to take care of our residents at Human Services and there are just really not enough people to cover everything that you are asking for at this point. As far as the paving, I am going to meet with Mr. Bennett this afternoon and talk about maybe paving \$500,000.00 to \$1,000,000.00 worth of paving and I am going to bring it to the board and put the motion on the floor. Mrs. Favede said, "We have been looking at possible funds that would be available to do that and to address some of the safety issues. There are constant complaints for specific roads that are brought in here to the Commissioners' Office. We told that to Mr. Bennett when we told him we voted against the increase in licensing fees that we would comb the books and see what was possible. There is a commitment." Mr. Bianconi said, "Good, I like to hear that." Mr. Probst said, "We do hear you."

Geary Battistelli voiced his opinions regarding the Department of Job & Family Services and the Senior Program. He opposes BCDJFS exerting control over the Senior Services centers. He proposed the creation of an independent subsidiary with the Commissioners appointing a finance committee person, the seniors appoint one, and BCDJFS Director appoint one, and let them run Senior Services themselves and answer only to the seniors. He would like to see Child Support, Children Services and the Senior Program merge under one umbrella. He does not want more administrators hired. He suggested the board lease/purchase the empty Thomas Jeep Eagle building for the next senior center as opposed to tearing down an existing structure and rebuilding. He said there is kitchen space there and this would resolve the St. Clairsville parking problem. Mr. Battistelli stated he supports Mr. Pielech. He said there is much disparity in wages between DJFS workers and the Senior Services workers. He said it could be cured by having less DJFS employees doing Senior Services work. He suggested hiring hourly workers and not administrators. He asked the board to rescind their vote to accept Mr. Pielech's resignation and he be reinstated.

Mr. Coffland stated, "I do believe we are making a major mistake by moving Senior Services, and I continue to believe that. I have said it since day one." He said there is a major divide here and it's time it comes to light. He also stated he did vote against Director's Pielech's resignation because he thinks he is doing a fine job. He concluded by saying he thinks Mr. Pielech is leaving because of the divide of this board.

Mr. Battistelli asked if Commissioners feel that they are bound by resolutions passed by prior Commissioners. He read a portion of a resolution from 1998 and gave his opinion on why he thought it was adopted. Mr. Probst interjected, "I can only ask that the press check Mr. Battistelli's facts because he has been somewhat inaccurate on his presentation this morning." Mr. Battistelli concluded, "Why bring in somebody that's inexperienced who doesn't understand the programs in this time when you have a down cycle of incoming money? Why make that replacement? I don't understand. With his experience, I don't know how you replace a person like that."

BREAK

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 1:38 P.M.

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter executive session with Belmont County Divisional Court Judges Eric Costine, Frank Fregiato and John Vavra, Prosecutor Chris Berhalter, Assistant Prosecutor David Liberati and attorney Maribeth Deavers, Isaac, Brant, Ledman and Teetor, LLP, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the hiring and compensation of public employees.

Fiscal Manager Barb Blake joined executive session after it was in progress.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 3:25 P.M.

Motion made by Mrs. Favede, seconded by Mr. Coffland to adjourn executive session.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

AS A RESULT OF EXECUTIVE SESSION, THE FOLLOWING ACTION WAS TAKEN:

DISCUSSION – Mrs. Favede stated: We have addressed the issue of the court order with legal counsel and find the order vague and confusing. As a result:

IN THE MATTER OF LETTER ASKING FOR CLARIFICATION OF COURT ORDER FROM COUNTY COURT JUDGES

Motion made by Mrs. Favede, seconded by Mr. Coffland to direct a letter to the Belmont County Divisional Court Judges asking for clarification including a list of the impacted employees. Also, given that the order is effective June 1, 2013, we need to expedite this immediately.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 3:45 P.M.

Motion made by Mrs. Favede, seconded by Mr. Probst to enter executive session with Maribeth Deavers, Attorney, pursuant to ORC 121.22(G)(3) Court Action Exception to discuss pending legal matter.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Probst	Yes
Mr. Coffland	Yes

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 4:05 P.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adjourn executive session.
Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

**RECONVENED MONDAY, JUNE 3, 2013.
PRESENT: COMMISSIONERS FAVEDE, COFFLAND AND PROBST**

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 12:45 P.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter executive session pursuant to ORC 121.22(G)(1) Personnel Exception to consider the hiring and compensation of public employees.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 12:40 P.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adjourn executive session.
Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

Note: Commissioner Coffland left the meeting at 1:00 p.m.

AS A RESULT OF EXECUTIVE SESSION, NO ACTION WAS TAKEN.

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 1:10 P.M.**

Motion made by Mrs. Favede, seconded by Mr. Probst to adjourn the meeting at 1:10 p.m.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Probst	Yes
Mr. Coffland	Absent

Read, approved and signed this 5th day of June, 2013.

_____ COUNTY COMMISSIONERS

We, Ginny Favede and Jayne Long, President and Clerk respectively of the Board of Commissioners of Belmont County, Ohio, do hereby certify the foregoing minutes of the proceedings of said Board have been read, approved and signed as provided for by Sec. 305.11 of the Revised Code of Ohio.

_____ PRESIDENT

_____ CLERK