

COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 27, 2007

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

Present: Glenn A. Evans, Kristopher W. Jordan, James D. Ward

PUBLIC COMMENT

A group of citizens expressed concerns over the plans for the Concord/Scioto Sewer Treatment Plant

(For a complete record refer to the Official CD minutes).

RESOLUTION NO. 07-1196

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD SEPTEMBER 24, 2007 AS CONTAINED IN THE COUNTY’S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the resolutions and records of the proceedings from regular meeting held September 24, 2007 as contained in the county’s official electronic recordings of the proceedings.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 07-1197

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0926 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0926:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0926, memo transfers in batch numbers MTAPR0926 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
Po’s			
Alert Tracking Systems	Alert Training	21411306-5305	\$ 7,500.00
Increases			
Patricia Jones	Child Care	22411610-5348	\$ 15,000.00
Boundtree Medical	Supplies EMS	10011303-5243	\$ 4,000.00
Vouchers			
Mid Ohio Development	Return Maint. Bond Genoa Grove Condos	76511922-5319	\$ 6,281.00
Ohio EPA	Permit to Install Application	66711903-5316	\$ 7,350.00
Vision Care	Sept 2007 Premium	75010901-5370	\$ 6,003.28
Horton Emergency	Ambulance	10011303-5450	\$ 126,908.57
Northwoods Consulting	Maintenance Contract	23711630-5325	\$ 15,230.40
Northwoods Consulting	Training Staff Development	23711630-5305	\$ 36,040.00
Kindercare	Day Care	22411610-5348	\$ 21,402.83
Kindercare	Day Care	22511607-5348	\$ 509.47

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 07 -1198

IN THE MATTER OF ADOPTING A DELAWARE COUNTY PUBLIC RECORDS POLICY:

It was moved by Mr. Ward, seconded by Mr. Jordan, to approve the following:

WHEREAS, section 149.43(E)(1) of the Revised Code, effective September 29, 2007, requires every public office to adopt a public records policy in compliance with section 149.43 of the Revised Code for responding to public records requests;

Now, therefore, be it resolved by the Board of County Commissioners of the County of Delaware, Ohio, that:

1. The Delaware County Public Records Policy (“the Policy”), attached hereto, is hereby adopted, effective September 29, 2007.
2. The Policy shall supersede any and all prior inconsistent resolutions, regulations, policies, and provisions. All consistent resolutions, regulations, policies, and provisions shall remain in full force and effect.
3. The Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and

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that all deliberations of this Board that resulted in said formal actions were in meetings open to the public, in compliance with the laws of the State of Ohio.

(A copy of the Policy is available in the Commissioners’ Office until no longer of administrative value).

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 07-1199

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR JUVENILE COURT:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the following:

Supplemental Appropriations

26126301-5001	Indigent Guardian/Compensation	\$	2,000.00
26126301-5120	Indigent Guardian/PERS	\$	300.00
26126301-5131	Indigent Guardian/Medicare	\$	50.00
26126301-5361	Indigent Guardian/Attorney Fees	\$	6,000.00

26326204-5350	Juvenile Drug Court/Human Services	\$	90.00
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Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 07-1200

IN THE MATTER OF RESCINDING RESOLUTION NO 07-1070 AND APPROVING SUPPLEMENTAL APPROPRIATIONS AND A DECREASE OF APPROPRIATIONS FOR THE LEAP GRANT:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve the following:

Supplemental Appropriation

28631311-4733	Leap Grant/Non Revenue Receipts	\$	24,060.77
28631311-5001	Leap Grant/Compensation	\$	2,500.00
28631311-5004	Leap Grant/Overtime	\$	500.00
28631311-5101	Leap Grant/Insurance	\$	4,500.00
28631311-5120	Leap Grant/PERS	\$	450.00
28631311-5131	Leap Grant/Medicare		\$50.00
28631311-5349	Leap Grant/Program Services	\$	4,722.40

Decrease Appropriation

28631311-4509	Leap Grant/Federal Grant	\$	(14,400.00)
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Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 07-1201

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR SOLID WASTE:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the following:

Transfer of Appropriation

From	To		
68011916-5349	68011916-5001	\$	10,400.00
Solid Waste/Program Services	Solid Waste/Compensation		
68011916-5349	68011916-5101	\$	6,600.00
Solid Waste/Program Services	Solid Waste/Hospital		

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 07-1202

IN THE MATTER OF APPROVING THE SOFTWARE LICENSE AND PURCHASE AGREEMENT WITH ALERT TRACKING SYSTEMS, INC. FOR EMERGENCY MEDICAL SERVICES TRAINING:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the following:

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Alerts Software License & Purchase Agreement

This Agreement is made and entered into as of September 24, 2007, by and between Alert Tracking Systems, Inc., an Ohio corporation with its principal office at 5576 Hilliard Rome Office Park, Hilliard, Ohio 43026 ("LICENSOR" or "AlertTS") and the Delaware County Commissioners with its principal offices at 10 Court St. Delaware, Ohio 43015 the LICENSEE.

Whereas, LICENSOR is the owner of or has the right to sell and license the Software System (as defined below); and

Whereas, LICENSEE wishes to obtain from LICENSOR a non-exclusive license to use the Software System as set forth in this Agreement.

WITNESSETH:

The parties hereto agree to the following:

1.0 DEFINITIONS

- 1.1 The term "Software System" means (i) any one and/or all of the following computer software programs ("Software"): (a) RESPONDERTM, AlertTS's proprietary computer aided dispatch solution software, (b) ENFORCERTM AlertTS's proprietary law enforcement records management solution software, (c) FIRST DUETM, AlertTS's proprietary fire records management solution software, (d) RESCUETM AlertTS's proprietary EMS records management solution software,, (e) GATEWAYTM AlertTS's proprietary communications solution software, (f) PARTNERTM, AlertTS's proprietary mobile client solution software, (g) LOCKDOWNTM, AlertTS's proprietary jail management solution software, and (ii) any guides, manuals and other forms of documentation provided to LICENSEE with respect thereto ("Documentation"). In addition, the term "Software" shall include any program fixes, program modifications or program updates related to the software programs listed above which are provided by LICENSOR pursuant to the Annual Software Maintenance Agreement (Attachment A to Addendum A) between LICENSOR and LICENSEE executed on this same date.
- 1.2 The term "Use" means the authorized license to utilize the software *for* (a) installing and/or storing in a machine any portion of the Software; (b) transmitting any portion of the Software to a machine for processing, (c) compiling, executing, translating, or interpreting any code or machine instructions contained in the Software, (d) displaying any of the Software in connection with the processing of such code or machine instructions; and/or (e) use of any Documentation in conjunction with the Software and for training as the End User sees fit.
- 1.3 The term "End User" means the authorized licensed agency, of the LICENSEE. The authorized END USERS for this agreement are:
 - 1.3.1 Delaware County 911 Center
 - 1.3.2 Delaware County Sheriffs Office
 - 1.3.3 All other local law enforcement agencies whose main offices are located in Delaware County
 - 1.3.4 All local fire and EMS agencies whose main offices are located in Delaware County
 - 1.3.5 End User does not mean agencies of the city of Delaware, and state and federal agencies)
- 1.4 LICENSEE and End User are hereinafter referred to collectively as 'LICENSEE or "User"

2.0 PRICING & PROJECT DELIVERABLES

In consideration for the Software System and services granted to LICENSEE herein, LICENSEE agrees to pay Seven Thousand Five Hundred dollars (\$7500.00) for 100 hours of training.

3.0 PAYMENT TERMS

- 3.1 The LICENSOR will submit an itemized invoice with the number of hours of training used at the rate of \$75/hour. The number of hours used will then be subtracted from the allotted 100 hours and the remaining hour balance will be shown on the invoice.
- 3.2 Payment is due within thirty days (30) of LICENSEE's receipt of the LICENSOR's invoice.
- 3.3 No interest shall accrue in the event of late payment, but LICENSOR shall have no obligation to continue to provide products or services if LICENSEE is in default of its payment obligations greater than 90 days.

4.0 TRAINING

- 4.1 Training hours can be used at the discretion of LICENSEE. The LICENSOR, through this contract, will provide a block of 100 hours reserved for training.
- 4.2 Training will be for any User, regardless of agency, as long as the User's primary office is located in Delaware County.
- 4.3 Type of training will be decided by LICENSEE and then carried out by LICENSOR.

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5.0 INJUNCTIVE RELIEF

5.1 LICENSEE acknowledges that the breach by LICENSEE of the provisions of Sections 3 or 4 hereof will give rise to irreparable injury to LICENSOR that the remedy at law for such breach will be inadequate and that damages resulting from such breach are not readily susceptible to being measured in monetary terms. Therefore, LICENSEE acknowledges that in the event of such breach, LICENSOR will be entitled to seek immediate injunctive relief and a temporary order restraining any threatened or future breach of such provisions. Nothing in this paragraph will be deemed to limit LICENSOR's remedy at law or in equity for any breach by LICENSEE of any provision of this Agreement.

6.0 INDEMNIFICATION

6.1 The LICENSOR shall indemnify and hold harmless the LICENSEE, its agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses or any other liabilities which they may incur as a result of bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, caused in whole or part by the negligent act or omission of the LICENSOR, any subcontractor, any person directly or indirectly employed by any of them or any person for whose acts any of them may be liable.

6.2 LICENSOR shall carry and maintain throughout the life of the Agreement such bodily injury and property damage liability insurance as will protect it and the LICENSEE and its respective board members, officers, employees, agents, representatives, servants, and volunteers against any and all claims for personal injury, including death, or property damage,, which may arise from the performance of or operations under this Agreement or from the use of any vehicle(s) in connection therewith, and shall include coverage for indemnification as described above. LICENSOR shall list the LICENSEE and its respective board members, officers, employees, agents, representatives, servants, and volunteers, as additional insureds on all policies required pursuant to this paragraph. Prior to commencement of this. Agreement, LICENSOR shall present to the LICENSEE current certificates of insurance.

7.0 ASSIGNMENT

7.1 Neither this Agreement nor the license may be assigned (by operation of law or otherwise), sub-licensed or otherwise transferred in any manner by LICENSEE without the prior written consent of LICENSOR. This Agreement will be binding upon and inure to the benefit of the parties and their successors and permitted assigns.

8.0 AMENDMENT

8.1 This Agreement may not be altered, amended, or modified except in writing signed by each of the parties. A waiver of the right to enforce any right or obligation under this Agreement will not be construed as a waiver of any subsequent right to enforce such right or obligation.

9.0 INVALIDITY

9.1 In the event that any provision of this Agreement is found to be invalid and unenforceable for any reason, such provision shall be deemed to be severable and shall not invalidate any other provision of this Agreement and this Agreement, less such invalid or unenforceable provision, will remain in full force and effect, as modified.

10.0 DMA FORM STATEMENT:

10.1 LICENSOR certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list. Pursuant to R.C. § 2909.33, LICENSOR agrees make such certification by completing the declaration of material assistance/nonassistance described in R.C. § 2909.33(A) and understands that this Agreement is contingent upon full completion of such certificate and No being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Agreement and by this reference made a part of this Agreement.

11.0 ENTIRE AGREEMENT

11.1 This Agreement contains the entire Agreement among the parties and supersedes all proposals, oral or written, and **other communications between the parties.**

12.0 INDEPENDENT CONTRACTOR

12.1 LICENSOR agrees that no agency, employment, joint venture, or partnership has been or %%111 be created between the parties hereto pursuant to the terms and conditions of this Agreement. LICENSOR also agrees that, as an independent contractor, it assumes all

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responsibility or any federal, state, municipal, or other tax liabilities, along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services rendered hereunder.

13.0 GOVERNING LAW

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

14.0 CAMPAIGN FINANCE — COMPLIANCE WITH ORC § 3517.13

14.1 Ohio Revised Code Section 3517.13 1(3) and J(3) requires that no agency or department of this state or any political subdivision shall enter into any contract for the purchase of goods costing more than five hundred dollars or services costing more than five hundred dollars with a corporation, 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 contract includes a certification that the individuals named in Revised Code Sections 3517.13(1)(1) and (J)(1) are in compliance with the aforementioned provisions. The LICENSOR, therefore, is required to complete 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 Agreement will prohibit the LICENSEE from entering, proceeding,, and/or performing the Agreement. Such certification is attached to this Agreement and by this reference made a part of this Agreement.

15.0 FINDINGS FOR RECOVER

15.1 LICENSOR certifies that it has no outstanding findings for recovery pending or issues against t by the State of Ohio.

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 07-1203

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve the following:

Susan Brown is resigning her position as the Director of the Child Support Enforcement Agency; effective date October 12, 2007.

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 07-1204

IN THE MATTER OF APPROVING JOYCE RHODES AS THE INTERIM DIRECTOR OF THE CHILD SUPPORT ENFORCEMENT AGENCY:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve Joyce Rhodes as interim Director of the Child Support Enforcement Agency; effective October 13, 2007 with a temporary wage increase.

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 07-1205

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT, EMPLOYMENT, DISMISSAL, DISCIPLINE, PROMOTION, DEMOTION OR COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

It was moved by Mr. Jordan, seconded by Mr. Ward to adjourn into Executive Session at 10:35AM.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 07-1206

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Ward, seconded by Mr. Jordan to adjourn out of Executive Session at 11:24AM.

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

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There being no further business the meeting adjourned.

Glenn A. Evans

Kristopher W. Jordan

James D. Ward

Letha George, Clerk to the Commissioners