

COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 21, 2012

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

**Present:**  
**Dennis Stapleton, President**  
**Ken O'Brien, Vice President**  
**Tommy Thompson, Commissioner**

**RESOLUTION NO. 12-610**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 18, 2012:**

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on June 18, 2012; and

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

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

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

**PUBLIC COMMENT**

**ELECTED OFFICIAL COMMENT**

**RESOLUTION NO. 12-611**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0620, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0620 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR0620:**

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0620, memo transfers in batch numbers MTAPR0620, Procurement Card Payments in batch number PCAPR0620 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>		
<b>PO' Increase</b>					
Delaware Area Career Center	Job and Family Program	22411601-5348	\$ 18,420.00		
Shane Brewer	Job and Family Program	22511607-5319	\$ 4,500.00		
House of New Hope	Job and Family Program	22511607-5342	\$ 9,000.00		
Keystone Richland Center	Job and Family Program	22511607-5342	\$ 6,000.00		
Master Leo	Job and Family Program	22311611-5348	\$ 5,000.00		
Pekalla, Jason and Chris	Job and Family Program	22511607-5350	\$ 2,000.00		
Northwoods	Job and Family Program	22411605-5325	\$ 13,638.00		
<b>PR Number</b>	<b>Vendor Name</b>	<b>Line Desc</b>	<b>Line Account</b>	<b>Amount</b>	<b>Line</b>
R1204562	OHIO REGIONAL DEVELOPMENT	SERVICES	21011113 - 5301	\$25,000.00	0001
R1204584	SEW EURODRIVE	FLOCCULATOR DRIVES FOR CLARIFIERS AT ALUM CREEK	66211904 - 5260	\$15,435.00	0001

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

**RESOLUTION NO. 12-612**

**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

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

The EMS Department is requesting that Joseph Farmer attend an ICS 300 and 400 Training at the Franklin County EMA July 24-27, 2012; at no cost.

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

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 21, 2012**

---

**RESOLUTION 12-613**

**IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN IPCR / FORTÉ HOLDINGS, INC. AND THE DELAWARE COUNTY BOARD OF COMMISSIONERS FOR PROVIDING ELECTRONIC PATIENT CARE REPORTING SOFTWARE TO DELAWARE COUNTY EMERGENCY MEDICAL SERVICES.**

It was moved by Mr. Thompson, seconded by Mr. Stapleton to adopt the following Resolution:

WHEREAS, the Delaware County Emergency Medical Services Division electronically documents approximately 6,500 patient care interactions annually, and

WHEREAS, data and statistics from all electronic patient care reports must be submitted monthly to the State of Ohio Division of EMS, and

WHEREAS, IPCR / Forté Holdings, Inc. is a complete electronic patient care reporting solution that will provide the necessary software to provide all capabilities required by Delaware County EMS to be compliant in its electronic reporting practices;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve an agreement and purchase order with IPCR / Forté Holdings, Inc. for providing electronic patient care reporting software at a first year cost of \$24,995.00, and recurring annual cost of \$20,845.00.

**IPCR LICENSE AND SERVICE AGREEMENT**

Thank you for choosing Forté Holdings as your electronic patient reporting solution. Below are the terms and conditions of your purchase. We greatly appreciate your business.

**1.1 Version Upgrades**

As part of our future proofing strategy, we are constantly developing next generation software known as version upgrades. Version upgrades can include significant changes to the product. In order to maintain customer familiarity with our products, we will at times provide pre-release exposure to products, documentation, and product training materials if necessary. These version upgrades can be downloaded from iTunes directly from your iPads.

**1.2 Telephone Support**

We offer telephone support during our normal business hours. Normal business hours are M-F from 7am-5pm. Pacific Time. To contact support, please call 800-464-1740. Once you are prompted please enter your account number to gain access to the support queue.

**1.3 Product Tutorials**

Training tutorials will be available online. These tutorials are designed to bring familiarity and instruction to our users for a variety of topics. Product tutorials can be accessed at [www.iPCRems.com](http://www.iPCRems.com).

**1.4 Agreement Terms**

This agreement is an annual subscription plan that is ongoing until cancelled by the user. All plans require a minimum 12 month commitment prior to cancellation. This plan will be automatically charged each year, unless cancellation occurs. Cancellation requires 60 day notice via certified mail, sent to the address at bottom of this page.

**1.5 Entire Agreement**

This Agreement shall constitute the entire understanding and agreement between Forté Holdings and Delaware County, Ohio, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

**1.6 Governing Law**

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

**1.7 Indemnification for Infringement**

A. Forté Holdings shall, at its expense, defend or settle any claim, action or allegation brought against Delaware County that the Software infringes any copyright, trade secret or other similar proprietary right of any third party and shall pay any final judgments awarded or settlements entered into; provided that Delaware County gives prompt written notice to Forté Holdings of any such claim, action or allegation of infringement and gives Forté Holdings the authority to proceed as contemplated herein. Forté Holdings will have the exclusive right to defend any such claim, action or allegation and make settlements thereof at its own discretion, and Delaware County may not settle or compromise such claim, action or allegation, except with prior written consent of Forté Holdings. Delaware County shall give such assistance and information as Forté Holdings may reasonably require

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 21, 2012**

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settling or opposing such claims. In the event any such infringement, claim, action or allegation is brought or threatened, Forté Holdings may, at its sole option and expense:

1. Procure for Delaware County the right to continue Use of the Software or infringing part thereof, or
2. Modify or amend the Software or infringing part thereof or replace the Software or infringing part thereof with other software having substantially the same or better capabilities; or, if neither of the foregoing is commercially practicable,
3. Terminate this Agreement and repay to Delaware County the License Fee. Forté Holdings and Delaware County will then be released from any further obligation to the other under this Agreement, except for the obligations of indemnification provided for above and such other obligations that survive termination.

B. The foregoing obligations shall not apply to the extent the infringement arises as a result of modifications to the Software made by any party other than Forté Holdings or Forté Holdings' authorized representative or Delaware County's unauthorized use or combination of the Software with software or data not supplied by Forté Holdings as part of the Software.

C. The foregoing states the entire liability of Forté Holdings with respect to infringement of any copyright, trade secret or other proprietary right.

#### 1.8 Severability

If any term, condition or provision in this Agreement 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.

#### 1.9 Waivers

Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement 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 Agreement will not be considered a waiver thereof and will not in any way affect the validity of the whole or any part of this Agreement 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 Agreement be deemed to be a waiver of any other provision.

#### 2.0 Maintain Wireless Data Plan and or WiFi Connectivity with internet

In order for our product to work properly, you will need to have ongoing access to the internet. This means that you will need to have an activated data plan, and/or WiFi connectivity with internet access. We recommend both so that you will have the best performance.

#### 2.1 Designate Account Contact

We ask that each customer designate an account contact. There are a variety of items that may arise that will require a dedicated contact. We ask that this person be one of technical nature, who is available when contacted, and will commit to the prioritization effort necessary to address any item that requires assistance.

Designated Account Contact: Chief Rob Farmer

Title: Director of Emergency Medical Services

Phone: 740-833-2190

Email: [rfarmer@delcoems.org](mailto:rfarmer@delcoems.org)

Your agreement is required before processing this order.

Delaware County agrees to pay for the initial signup fees and the annual usage fees as prescribed in this agreement in accordance to the applicable cardholder/account holder terms above. Delaware County also agrees to abide by the license and sales terms and conditions of the software and service purchased. Delaware County understands and agrees that these monthly charges are not eligible for refund or return. Delaware County also has reviewed the software system requirements and understands that no refunds or returns are available for reasons pertaining to system requirements. Delaware County further agrees that no charge backs are allowed. Delaware County understands that his agreement does not provide hardware specific technical support. Delaware County understands that knowingly violating this license will be grounds for criminal prosecution (Software Piracy Act) and suspension of any further application use or support.

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

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 21, 2012**

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**RESOLUTION NO. 12-615**

**IN THE MATTER OF AMENDING THE TITLE OF THE MEMORANDUM OF AGREEMENT BETWEEN DELAWARE COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES AND AFSCME LOCAL 2896, OHIO COUNCIL 8, AFL-CIO AS PRESENTED IN RESOLUTION NO. 12-614 TO REFLECT THE DATE OF JUNE 21, 2012:**

It was moved by Mr. Stapleton, seconded by Mr. Thompson to amend the title of the Memorandum Of Agreement between Delaware County Department Of Environmental Services And AFSCME Local 2896, Ohio Council 8, AFL-CIO As Presented In Resolution No. 12-614 To Reflect The Date Of June 21, 2012.

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

**RESOLUTION NO. 12-614**

**IN THE MATTER OF APPROVING, AS AMENDED IN RESOLUTION 12-615, THE MEMORANDUM OF AGREEMENT BETWEEN DELAWARE COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES AND AFSCME LOCAL 2896, OHIO COUNCIL 8, AFL-CIO:**

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

**MEMORANDUM OF UNDERSTANDING BETWEEN  
DELAWARE COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES  
AND AFSCME LOCAL 2896, OHIO COUNCIL 8, AFL-CIO  
DATE: June 21, 2012**

The above, being parties to a Collective Bargaining Agreement, have agreed to the following:

1. To extend the current two year Collective Bargaining Agreement until December 31, 2013. as approved by the Board of County Commissioners and the Bargaining Unit for AFSCME Local 2896;
2. All other terms of the current Collective Bargaining Agreement are deemed to be incorporated and made part of the extended Collective Bargaining Agreement subject to the specific modifications listed below;
3. Effective January 1, 2013, subject to the terms of the Delaware County Compensation Management System Plan, members of the bargaining unit will receive a 2% percent wage increase, across the board;
4. Severe Emergency Situation. At the discretion of the Director, or his/her designee, whenever there is the need for three (3) or more bargaining unit employees at "a severe emergency situation" and three (3) or more bargaining unit employees are ordered to work outside their normally scheduled work hours for the severe emergency situation, such employees will be paid at the rate of one and one-half (1.5) times their regular rate of pay for hours actually worked outside their normally scheduled work hours. Any hours within their normally scheduled work hours shall be paid at the regular rate of pay.
5. Rest Period. Employees who are required to work sixteen (16) or more continuous hours may elect or be required to take a rest period. Rest periods shall not exceed eight (8) hours and the employee taking the rest period shall be paid, as hours worked, for any hours of the rest period that overlaps their normally scheduled work hours. Rest period hours in an employee's normally scheduled work hours shall be paid at the regular rate of pay. Any hours of normally scheduled work hours that do not overlap the rest period may be worked by the employee or the employee may use vacation leave or compensatory time for their normally scheduled work hours.
6. Compensation. Employees who are designated as 'on call" shall be paid for each of the periods as follows:
  - . Weekend—\$200
  - . Full Day Holiday - \$100
  - . Half Day Holiday - \$50
  - . Designated On Call Assignment - \$75

Weekends shall be defined as: End of scheduled shift on Friday to beginning of scheduled shift on Monday for employee designated as "on call."

Holidays shall be defined as: The holiday schedule contained in Article 18 of the CBA. Designated on call assignment shall he defined as: Those dates as assigned by the Director or his/her designee.

7. Personal Leave. For the period of January 1, 2013 through December 31, 2013, personal leave will be included as "hours worked for calculation of overtime in Section 16.4. It is understood that the inclusion of personal leave as hours worked will expire, or sunset, on December 31, 2013.
8. Expiration. The provisions of this M.O.U. expire on December 31, 2013.
9. The Memorandum of Understanding is subject to ratification by the Bargaining Unit of Local 2896 and approval by

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 21, 2012**

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the Board of County Commissioners.

**EXTENSION/EXPIRATION**

Except for the provisions listed above, all other provisions of the 2010-2012 contract shall be extended through December 31, 2013.

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

**RESOLUTION NO. 12-616**

**IN THE MATTER OF APPROVING PERSONNEL ACTIONS:**

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

The Director of Environmental Services recommends promoting Duane Matlack to Chief Building Officer with Code Compliance; effective June 25, 2012;

Therefore Be It Resolved, that the Board of Commissioners approve promoting Duane Matlack to Chief Building Officer with Code Compliance; effective June 25, 2012.

The Director of Child Support Enforcement Agency recommends accepting the resignation of Jerika Pounds; effective June 22, 2012;

Therefore Be It Resolved, that the Board of Commissioners accept the resignation of Jerika Pounds; effective June 22, 2012.

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

**COMMISSIONERS' COMMITTEES REPORTS**

**Commissioner O'Brien**

**-Attended And Participated In A Regional Planning Executive Committee Meeting**

**Commissioner Thompson**

**-Major League Lacrosse Team Ohio Machine Game Over The Weekend At Wesleyan University  
-Tuesday's BIA Parade Of Homes Reception Went Well**

**Commissioner Stapleton**

**-On Traffic Plans In The Polaris, Columbus And Westerville And Worthington Road Area, The Board Needs To Be Aware Of The Plans And Focus On The End Result**

**RESOLUTION NO. 12-617**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF PENDING OR IMMINENT LITIGATION:**

It was moved by Mr. Thompson, seconded by Mr. Stapleton to adjourn into Executive Session at 10:33AM.

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

**RESOLUTION NO. 12-618**

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:**

It was moved by Mr. Thompson, seconded by Mr. Stapleton to adjourn out of Executive Session at 10:48AM.

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

There being no further business, the meeting adjourned.

COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 21, 2012

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Dennis Stapleton

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Tommy Thompson

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Jennifer Walraven, Clerk to the Commissioners