

Minutes for Friday, October 30, 2015

Mr. Jerwers moved to approve the minutes from Thursday, October 29, 2015.

Mr. Love seconded the motion.

Vote: Mr. Jerwers yes Mr. Schroeder absent Mr. Love yes

Mr. Love moved to approve the following Resolution/Agreement:

This agreement made on the 30th day of October, 2015, between the Putnam County Board of Commissioners (County) having a principal place of business at 245 East Main Street, Suite 101, Ottawa, Putnam County, Ohio and Brookhill Center (Brookhill), 7989 State Route 108, Ottawa, Putnam County, Ohio for Information Technology (IT) Services.

Brookhill agrees to pay the County \$45.00 per hour for services rendered regarding any hardware, software, programming or other related technology work or consultation from any and all members of the Putnam County IT Department which operates through the Putnam County Commissioners' Office.

The County agrees to invoice Brookhill on a monthly basis for IT services rendered.

Brookhill agrees to remit payment for IT invoices on a timely basis.

The terms of this agreement may be revisited and negotiated annually at the request of either party. At this time, this contract agreement by both mutually consenting parties is perpetual.

This contract will remain in effect until either party notifies the other in writing 60 days prior to the intended date of contract termination.

Mr. Jerwers seconded the motion

Vote: Mr. Jerwers yes Mr. Schroeder absent Mr. Love yes

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Mr. moved to approve the following memorandum of understanding between the Ohio Department of Administrative Services, the Putnam Board of Elections and the Putnam County Commissioners:

Purpose

1. This Memorandum of Understanding ("MOU") between the Ohio Department of Administrative Services ("DAS"), the Putnam County Board of Elections ("Board"), and the Putnam Commissioners ("County") is to document the roles and responsibilities of each party in complying with the requirements set forth in Section 207.63 of Amended Substitute House Bill 64, the State Operating Budget.
2. Specifically, it is the goal of the DAS, the Board, and the County to document in this MOU their mutual understandings concerning the use of the funding provided by Section 207.63 of Amended Substitute House Bill 64, the State Operating Budget, and appropriation item 100668 for Fiscal Years 2016 and 2017.

Legal Authority

1. This MOU is being entered into in accordance with Section 207.63 of Amended Substitute House Bill 64, the State Operating Budget.
2. Section 207.63 of Amended Substitute House Bill 64, in relevant part, states:
"The board shall enter into a memorandum of understanding with the county commissioners and the Department of Administrative Services

concerning [the purchase of the selected electronic pollbooks and any other necessary equipment] and is responsible for fifteen per cent of the purchase costs of those pollbooks as determined by the Department of Administrative Services and Secretary of State under this section.”

Definitions

1. “Electronic pollbook” means “an electronic list of registered voters for a particular precinct or polling location that may be transported to a polling location”¹ that is certified for use in Ohio pursuant to *Ohio Revised Code* §3506.05.
2. “Any other necessary equipment” means any software, hardware, peripheral, license agreement, service or maintenance agreement or integration with the Board’s voter registration system that is essential for the implementation, fully functional operation and legal use of the electronic pollbooks.

Terms of Agreement

1. The Board of Elections will recommend to the Board of Commissioners a certified electronic pollbook, the criteria and justification for the recommendation, and any other necessary equipment from the list of certified electronic pollbooks and equipment and their corresponding price provided to the Board from the DAS state term contract for electronic pollbooks (RS900816, Index MAC109). Pursuant to *Ohio Revised Code* §125.04, the Board must be an active member of the DAS Cooperative Purchasing Program in order to make a purchase referencing the DAS state term contract.
2. The Putnam County Commissioners will be responsible for selecting the equipment and paying the total invoice cost of the electronic pollbooks and any other necessary equipment to the vendor. The Putnam Board of Elections will notify the DAS in writing of its selection and of the exact quantity of electronic pollbooks and equipment the Board will purchase.
3. The DAS will provide the County with funding to reimburse 85% of the total purchase cost for electronic pollbooks and any other necessary equipment selected by the Board, up to the amount of the Board’s allocation of the funding provided by Section 207.63 of Amended Substitute House Bill 64 and appropriation item 100668 as appears in the Electronic Pollbook Fund Allocations by County report, which is attached as Exhibit 1 and incorporated by reference herein. Any unexpended, unencumbered portion of the Board’s allocation at the end of State Fiscal Year 2016 will be available for the Board to procure certified electronic pollbooks and any other necessary equipment in State Fiscal Year 2017.
4. For purchases of electronic pollbooks made against the DAS state term contract, the notification to the DAS shall consist of a letter from the Board of Elections requesting reimbursement with a copy of an executed purchase order referencing the contract. For purchases of electronic pollbooks made prior to the effective date of the DAS state term contract, the notification to the DAS shall consist of a letter from the Board requesting reimbursement with a copy of the paid invoices and proof of payment for certified electronic pollbooks. Any letter requesting reimbursement must be received by the DAS no later than 30 days prior to the end of State Fiscal Year 2017.

General Provisions

¹ R.C. 3506.05(A)(1).

1. If there is a change in the law necessitating a change in this MOU, the DAS shall immediately notify the Board and the County and all parties shall re-evaluate the MOU to ensure its compliance with the law.
2. This MOU is effective upon signature of all parties and shall remain in effect as required by state law.
3. This MOU is subject to Section 126.07 of the Ohio Revised Code.
4. This Agreement may be modified or amended provided that any such modification or amendment is in writing and is signed by all of the parties to this Agreement. Said amendment shall be effective upon the execution by all of the parties.
5. If any provision of this MOU should be found illegal, invalid, or otherwise void, it shall be considered severable. The remaining provisions shall not be impaired, and the MOU shall be interpreted, to the extent possible, to give effect to the parties' intent.
6. This MOU is entered into through the actions of the Board of Elections pursuant to a motion of the Board of Elections approving this MOU and authorizing and directing the signator to execute this agreement on behalf of the Board (the minutes reflecting the motion or other record of the motion is attached as Exhibit 2) and the Board of County Commissioners pursuant to Resolution of the Board approving this MOU and authorizing and directing the signator to execute this agreement on behalf of Board (the Resolution is attached as Exhibit 3).

Persons to be contacted for Further Information or Assistance

For state term contract concerns

Dennis Kapenga
 4200 Surface Road
 Columbus, Ohio 43228
 Phone: 614-466-7911
 Email: Dennis.Kapenga@das.ohio.gov

For reimbursement requests

Lori Malinovsky
 30 East Broad Street, 39th Floor
 Columbus, Ohio 43215
 Phone: 614-995-2041
 Email: Lori.Malinovsky@das.ohio.gov

County Board of Elections Contact

Contact Name:
 Address:
 City, Ohio Zip
 Phone:
 Email:

County Commissioners Contact

Contact Name: John E. Love, Chairman
 Address: 245 E. Main Street, Suite 101
 City, Ohio Zip Ottawa, Ohio 45875- 1968
 Phone: 419-523-8741
 Email: putcocomm@bright.net

The Department of Administrative Services, the Board of Elections, and the County Commissioners indicate their agreement with the above provisions and further agree that the interest of each is in compliance with Section 207.63 of Amended Substitute House Bill 64, the State Operating Budget, by signing below a copy of this Memorandum of Understanding.

Mr. Jerwers moved to table the above resolution

Mr. Love seconded the motion

Vote: Mr. Jerwers yes Mr. Schroeder absent Mr. Love yes

Now and Then Purchase Orders.....

Municipal Court Judge....Purchase order 29716

Mr. Jerwers moved to approve the now and then purchase orders

Mr. Love seconded the motion

Vote: Mr. Jerwers yes Mr. Schroeder absent Mr. Love yes

Exceptions: Mr. Jerwers none Mr. Schroeder n/a Mr. Love none

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Purchase orders and Travel Requests.....

Commissioners.....Ottoville Furniture & Appliance, 16 cu. Ft. G.E. refrigerator, \$499.99;

Office of Public Safety....SYNCB/Amazon, AED batteries/patches for Col. Grove schools, \$850.00;

Mr. Jerwers moved to approve the purchase order

Mr. Love seconded the motion

Vote: Mr. Jerwers yes Mr. Schroeder absent Mr. Love yes

Exceptions: Mr. Jerwers none Mr.Schroeder n/a Mr. Love none

3:00 p.m.

Agenda. Present were commissioners Love and Jerwers.

Mr .Jerwers moved that the minutes/discussion notes be approved as read.

Mr. Love seconded the motion and the roll being called upon its adoption, the vote resulted as follows: Mr. Jerwers yes Mr. Schroeder yes Mr. Love yes