

ORDINANCE NO. 07292015A

ORDINANCE AUTHORIZING MAYOR TO ENTER INTO AN AGREEMENT WITH OHIO SOFTWARE SERVICES TO IMPLEMENT COMPUTER SERVICES, AND DECLARING AN EMERGENCY

WHEREAS, the Village of Jacksonville and TTWWTD had a long-standing agreement in which the Village would provide water usage information to TTWWTD in exchange for TTWWTD preparing and submitting water bills for the Village's water customers, and TTWWTD has since terminated this agreement; and

WHEREAS, the Village has decided to prepare and submit its own water bills to the Village's water customers by using a program provided by Ohio Software Services for the preparation of such water bills; and

WHEREAS, the Village of Jacksonville wishes to enter into a Contract with Ohio Software Services.

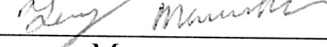
NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE JACKSONVILLE, ATHENS COUNTY, OHIO AS FOLLOWS:

1. The Mayor is hereby authorized and instructed to execute the attached Contract for the water billing computer program software with Ohio Software Services.
2. It is found and determined that all formal actions of Council concerning and relating to the passage of this Ordinance were conducted in open meetings of Council, and that all deliberations of Council that resulted in formal action were in meetings open to the public, in compliance with all legal requirements including Sec. 121.22 of the Ohio Revised Code;
3. This Ordinance is being passed as an emergency measure under suspension of the rules, to take effect immediately, pursuant to Ohio Rev. Code Sec. 731.30 because it is necessary for the immediate preservation of the health, safety and welfare of the Citizens of Jacksonville;
4. Publication of this Ordinance shall be made by posting a copy of the same in at least 5 locations within the Village; and

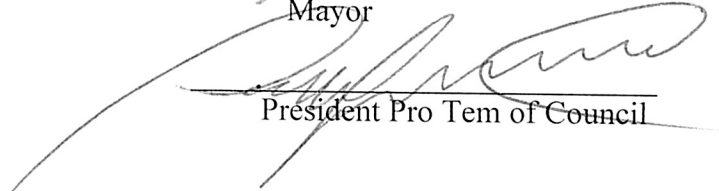
5. This Ordinance shall become effective the earliest date allowed by law.

Duly enacted under suspension of the rules on first reading this 30th day of July, 2015.

VILLAGE OF JACKSONVILLE:

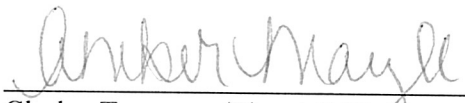
By: 

Mayor



President Pro Tem of Council

ATTEST/SEAL:



Clerk - Treasurer/Fiscal Officer

CERTIFICATION OF CLERK/FISCAL OFFICER

The foregoing is a true copy of the original Ordinance # 07292015A.

Publication of this Ordinance was made by posting a copy of the same in the following five (5) locations within the Village, beginning on _____, 2015, and concluding on _____, 2015 (at least 15 days later):

- Post Office _____
- Eagles Club _____
- VFW _____
- Town Hall _____
- Jerry's Bar _____

ATTEST:

DATE: 7/30/15

Anker Mayle
Village Fiscal Officer/Clerk

CERTIFICATION

I, Amber Mayle, Clerk for the Village of Jacksonville, Athens County, Ohio, certify that the foregoing is a true and correct copy of a Ordinance adopted by the Village Council of the Village of Jacksonville, and appears in the Village records as Ordinance No. 07292015A

ATTEST:

DATE

7/30/15

Village Fiscal Officer

Amber Mayle

OHIO SOFTWARE SERVICES

2211 Lake Club Drive
Columbus, Ohio 43232
Tel (614) 863-1850
Fax (614) 863-0325

COMPUTER SERVICES AGREEMENT made and entered by and between Ohio Software Services, a company organized and operating under the laws of the State of Ohio and:

The Village of Jacksonville

Hereinafter call "Client".

Street Address 34 South Sixth Street

City, State, Zip Jacksonville, Ohio 45740

Witnesseth: In consideration of the mutual covenants and conditions set forth, the parties hereto do hereby agree as follows:

COMPUTER SYSTEM SPECIFICATIONS: Ohio Software Services and Client agree that Ohio Software Services will provide for Client computer programs as defined in the Software Investment Schedule and letter

Dated 07/23/2015 and made a part hereof.

Software System (s) StandAlone Systems / P/C

Cost \$4,850.⁰⁰ excluding expenses as defined on the reverse side.

Estimated delivery to be 90 days after system approval.

Computer Model / Configuration

PC

 COPY

The two parties understand and agree that the stated cost is binding upon assuming that no changes have been separately requested by Client. Other conditions are set forth on the reverse side.

OHIO SOFTWARE SERVICES

By: [Signature]

Date: 7/29/15

Witness: [Signature]

CLIENT

By: [Signature]

Date: 7-30-2015

Witness: Amber Mayle

DESCRIPTION OF SYSTEM. All program requested by Client will be written by Ohio Software Services to the Clients specifications as detailed separately and set forth on the reverse side. The programs will be encoded in object form on a machine processable medium determined by Ohio Software Services. All disks, cassettes, and other needed media to be provided by Client. The client agrees not to give or in any way transfer any of the software to any person who is not a full time employee of the client. All Ohio Software Services software is licensed on a lifetime basis (excluding annual license fee) to whomever owns the hardware for use only with this hardware.

WARRANTY. The parties understand and agree that the liability of Ohio Software Services shall not extend beyond one (1) year from the final invoice date and shall be limited to the time and expense of Ohio Software Services of making those corrections necessary to the accurate functioning of the system as set forth on the reverse side.

LIMITATION OF LIABILITY. The parties understand and agree that Ohio Software Services expressly hereby disclaims any and all liability for the specific uses to which Client puts any programming developed for Client by Ohio Software Services.

EXPENSES. In addition to the cost enumerated on the reverse side, the Client shall pay for other necessary (out of pocket) expenses incurred during the development and installation of the system. These expenses are to include such cost as travel, long distance telephone calls, outside keypunching and off-premise computer rental.

INVOICING. The parties understand and agree that fifty percent (50%) of the cost specified hereunder shall be advanced by Client to Ohio Software Services for its retainer for its agreement to commence performance after receipt thereof and incur expenses under this Service Agreement. Final invoicing shall be made hereunder on or after the earlier of (a) that point in time when Ohio Software Services can demonstrate to Client the requested application in accordance with the specifications set forth, or (b) clients actual use of the requested application for business purposes. Expense will be invoiced as they are incurred.

The parties agree that payments hereunder shall be due upon client receipt from Ohio Software Services of any proper invoice whether for final payment satisfactorily earned as herein specified or resulting from revisions mutually agreed upon.

DELIVERY. No liability shall result to Ohio Software Services for failure to meet the delivery schedule unless due to the gross negligence of Ohio Software Services in performance of its obligation under this agreement.

** IF the municipality ^{referral of} passes A LEAD TO OSS, Ohio Software will provide A FINDER'S fee which in turn will be used for the following year's license fee, amount to be \$400.00 PER LEAD which results in a sale.*
Don & [Signature] 7/29/15