

COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 25, 2010

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

Present: Todd Hanks, Ken O'Brien, Tommy Thompson

RESOLUTION NO. 10-368

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MARCH 22, 2010:

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on March 22, 2010; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 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. Hanks Aye Mr. O'Brien Aye

PUBLIC COMMENT

RESOLUTION NO. 10-369

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0324, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0324:

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0324, memo transfers in batch numbers MTAPR0324 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Desc	Line Account	Line Amount	Line Number
R1003338	EMERGENCY COMMUNICATIONS	CODERED EMERGENCY NOTIFICATION 2010 AGREEMENT	21411306 - 5330	\$24,900.00	0001
R1003416	AEROSERVICE AVIATION CTR LLC	TUITION/BOOKS/ CERTIFICATION	22311614 - 5348	\$8,100.00	0001
R1003420	COLOR DESIGN INNOVATIONS INC	PROGRAM MATERIALS	22311611 - 5215	\$11,537.00	0001
R1003483	FAIRFIELD ACADEMY	RESIDENTIAL TREATMENT	22511607 - 5342	\$25,000.00	0001
R1003497	GUDENKAUF CORP	FIBER OPTIC FROM 911 TO DATA FOR CONSOLIDATION	21411306 - 5328	\$3,300.00	0001
R1003497	GUDENKAUF CORP	FIBER OPTICS FOR CONSOLIDATION	21411306 - 5270	\$5,425.00	0002

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

RESOLUTION NO. 10-370

IN THE MATTER OF APPROVING TIME APPROVAL FORM FOR THE JOINT ECONOMIC DEVELOPMENT ORGANIZATIONAL KEY 21011113:

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

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The Board of Commissioners approves the Time Approval Form For The Joint Economic Development Organizational Key 21011113 For Pay Period 1001006.

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Abstain

RESOLUTION NO. 10-371

IN THE MATTER OF AMENDING RESOLUTION NO. 10-319 (APPROVING THE USE OF DELAWARE COUNTY GENERAL FUNDS TO PURCHASE 50 BOOKS COMMEMORATING DELAWARE COUNTY'S BICENTENNIAL YEAR) TO REFLECT THE CORRECT VENDOR:

It was moved by Mr. Hanks, seconded by Mr. Thompson to amend Resolution No. 10-319 (Approving The Use Of Delaware County General Funds To Purchase 50 Books Commemorating Delaware County's Bicentennial Year) to reflect the correct vendor:

Whereas, Resolution No-319 approved the use of Delaware County general funds in the amount of \$2,000.00 to purchase 50 books for Delaware County School Libraries And Public Libraries commemorating Delaware County's Bicentennial Year; and

Whereas, Resolution No-319 also approved a Purchase Order and Voucher in the amount of \$2,000.00 from 10011102-5217; and

Whereas, the vendor for the Purchase Order and Voucher was incorrectly named;

Therefore Be it Resolved, that the Board of Commissioners amend Resolution No. 10-319 (Approving The Use Of Delaware County General Funds To Purchase 50 Books Commemorating Delaware County's Bicentennial Year) to reflect the correct vendor of Bee Hive Books and approve Purchase Order and Voucher as follows:

Bee Hive Books \$2,000.00 10011102-5217

Vote on Motion Mr. O'Brien Abstain Mr. Thompson Aye Mr. Hanks Aye

RESOLUTION NO. 10-372

IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND WOOLPERT INC. FOR THE 2010 ORTHOPHOTGRAPHY PROJECT FOR THE AUDITOR'S OFFICE GIS DEPARTMENT:

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve the following:

Whereas, the County Auditor recommends approval of a professional services agreement with Woolpert Inc. for the 2010 Orthophotgraphy Project for The Auditor's Office GIS Department;

Whereas, The County Administrator recommends this measure for adoption by the Board,

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve a professional services agreement with Woolpert Inc. for the 2010 Orthophotgraphy Project for The Auditor's Office GIS Department;

**PROFESSIONAL SERVICE AGREEMENT
BETWEEN
WOOLPERT, INC.
AND
DELAWARE COUNTY; OHIO**

Section 1. General

THIS AGREEMENT, made and entered into this 25th day of March 2010, by and between Woolpert, inc., whose address is 409 East Monument Avenue, Dayton, Ohio 45402-1261 (hereinafter referred to as "Woolpert") and the "Client" identified herein, provides for the Professional Services described under Section 3 of this Agreement.

- Client: Delaware County, Ohio
- Address: Delaware County Auditors Office, 140 N. Sandusky St. Delaware, OH 43015
- Contact Person: Shoreh Elhami, GIS Director and/or George Kaitsa, Delaware County Auditor
- Phone Number: 740-833-2070 • Fax Number: 740-833-2069
- Title: 2010 Digital Ortho imagery Project

The "Contact Person" designated above shall have the complete authority to act on behalf of the Client,

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including, by way of illustration and not by way of limitation, to define scope, transmit instructions, receive information, and authorize changes in Professional Services, and to negotiate fees and other changes under this Agreement.

This agreement for services is to be performed in conjunction with the Ohio State Imagery Program: CSP#0A06008. The scope of services, compensation, schedules, and deliverables are subject to the above mentioned project. All data produced and delivered to the county under this agreement will be provided to the State of Ohio Department of Information Technology at no additional cost.

Section 2. General Description of Project and Project Area

The Client's project is described as follows:

- New countywide 1"=100' scale color digital orthoimagery with 0.5-foot pixel resolution and for all four bands.

The project area for this Project is described as follows: The project area includes all 457.4 square miles of Delaware County, Ohio.

Section 3. General Description of Professional Services

The Professional Services to be provided by Woolpert are identified below and are more fully described in the "Scope of Services" (Attachment A to this Agreement), which is incorporated by this reference:

- Aerial Imagery Acquisition—Woolpert will obtain new color imagery to produce the 1"=100' scale digital orthoimagery with a 0.5-foot pixel resolution and for all four bands.
- Airborne GPS—Woolpert will perform airborne GPS to supplement the ground control network.
- Ground Control—Woolpert will use new ground control points to support the 1" = 100' scale orthoimagery and optional mapping.
- DEM—Woolpert will use Delaware County's 2006 LiDAR captured mass point data to produce the DEM to be used for the 1" =100 scale orthoimagery rectification. The 2006 LiDAR data was collected to support the generation of 2-foot contours. Delaware County will provide a shape file of areas of change (April 2008 to April 2010) to Woolpert after data collection to assist in collecting additional breaklines.
- Digital Orthophotography—Produce and deliver to client countywide seamless 1"=100 scale color digital orthoimagery with 0.5-foot pixel and for all four bands. The image will be interactively mosaicked to produce imagery with consist tone, density, and color balance. Imagery with excessive tilt will be rejected.

Any services beyond those identified in this Agreement shall be considered Additional Services and shall be authorized in writing by an Addendum to this Agreement executed by both parties.

Section 4. Compensation to Be Paid to Woolpert

Compensation to be paid to Woolpert for providing the requested Services shall be a Lump -Sum fee of \$82,332.00 and in accordance with Attachment B of this Agreement, which is incorporated by this reference.

Section 5. Date of Commencement and Duration

The Date of Commencement for Services provided pursuant to this Agreement shall be the date on which the Agreement is fully executed. Woolpert shall perform its Services with due and reasonable diligence consistent with sound professional practice. This Agreement shall remain in effect until December 31, 2013, unless terminated as provided herein, or extended by mutual agreement in writing.

Section 6. Terms and Conditions

6.1 Delayed Services: Woolpert's fees have been calculated in anticipation of orderly and continuous progress of the project. If Services are disrupted or delayed for reasons beyond Woolpert' s control, the termination date specified in Section 5 of this Agreement shall be modified and the fees shall be renegotiated accordingly with the agreement of both parties.

6.2 Invoice Procedures and Payment: Woolpert shall submit invoices to the Client for Services rendered during each invoicing period, which shall generally be on a monthly basis. For Services provided on a Lump Sum basis, the amount of each invoice shall be determined on the "percentage of completion method" whereby Woolpert will estimate the percentage of the Lump Sum Services accomplished during the invoicing period. For Services provided on a Unit Cost/Hourly basis, invoices shall include, separately listed, any fees for Services for which time charges and/or unit costs apply for the invoicing period. Such invoices shall also separately list reimbursable expenses, if applicable. Such invoices shall be submitted not more frequently than monthly by Woolpert and shall be due and payable by the Client upon receipt.

The Client hereby acknowledges that unpaid invoices shall accrue interest at 1.5 percent per month after such invoices have been outstanding for over 30 days. If payment is not made as provided herein, the Client agrees

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to pay all costs of collection, including reasonable attorneys' fees, regardless of whether legal action is initiated. If an invoice remains unpaid 30 days after the date of the invoice, Woolpert may, immediately upon giving notice of its intent to do so, suspend Services or terminate this Agreement and pursue its remedies for collection. Woolpert may also immediately suspend its Services or terminate its agreement on any other project with the Client or an entity affiliated, related, or otherwise partially controlled by the Client, and/or apply funds from one such project to this Project or any other project on which payment to Woolpert is overdue.

6.3 Expert Witness Services: It is understood and agreed that Woolpert's Services under this Agreement do not include any participation whatsoever in any litigation. Should such services be required, a Professional Service Agreement Addendum may be negotiated between the Client and Woolpert describing the services desired and providing a basis for compensation to Woolpert.

6.4 Indemnification: To the fullest extent of the law, Woolpert agrees to indemnify and hold the Delaware County Auditor, the Delaware County Board of County Commissioners, Delaware County and their respective board members, officers, employees, volunteers, agents, servants, and representatives (collectively hereinafter the "Indemnified Parties") free and harmless from any and all actions, claims, suits, demands, judgments, damages, losses and expenses (including reasonable defense attorney fees incurred in representing the Indemnified Parties), arising from any accident, injury, including death, damages, including but not limited to buildings, structures, fixtures, furnishings, equipment, vehicles, supplies, accessories and/or parts, or occurrence, intentional or unintentional, to the extent arising from and/or caused by Woolpert's negligent performance of this Agreement. Nothing herein is intended to give a cause of action to any third party against either Client or Woolpert.

6.5 Findings for Recovery: Woolpert certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

6.6 Insurance: Per State of Ohio RFP number 0A06008, Ohio Statewide Imagery Acquisition Project, Woolpert shall carry, on all operations hereunder, workers compensation insurance, commercial general liability insurance, umbrella insurance, professional liability insurance, public liability insurance, automobile liability insurance, and aircraft insurance. Such insurance shall provide coverage in at least the amounts required under the above referenced RFP. The Delaware County Auditor, the Delaware County Board of County Commissioners, and Delaware County shall, with respect to Woolpert's operations, be named as "Additional Insured" on the commercial general liability and shall be a Designated Insured with respect to the automobile liability insurance. Prior to commencement of performance of this Agreement, Woolpert shall present to the Delaware County Auditor current certificates of insurance for such insurance coverage as stated above and shall maintain such insurance during the term of this Agreement.

6.7 Assignment/Third Parties: Neither the Client nor Woolpert will assign or transfer its interest in this Agreement without the written consent of the other. Woolpert's planes, however, will fly Delaware County for 2010 project. Nothing in this Agreement shall be construed as creating any rights, benefits, or causes of actions for any third party against either Woolpert or the Client.

6.8 Suspension, Termination, Cancellation, or Abandonment: In the event the Project identified in this Agreement is suspended, canceled, or abandoned by the Client, thereby suspending, delaying, or terminating the Services called for herein, Woolpert shall be given 15 days' prior written notice of such action and shall be compensated for the Services provided and reimbursable expenses incurred up to the date of suspension, cancellation, or abandonment including necessary and reasonable costs incurred thereafter. If the Client delays or suspends Woolpert's Services for more than 90 days, then Woolpert may terminate this Agreement upon giving seven days' written notice. Either party may terminate this Agreement upon the other's filing for bankruptcy, insolvency, or assignment for the benefit of creditors. Except as expressly provided otherwise in Paragraph 6.2, either party may terminate this Agreement for cause upon 30 days' written notice of a substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. The party receiving such termination notice shall have the right to correct its failure within seven days of receiving said notice, or if it cannot cure the default within seven days, proceeds diligently to cure and does cure within the 30-day notice period. Pursuant to Section 5 of this Agreement, Woolpert shall not be obligated to commence Services until this Agreement is fully executed. If the Client fails to execute this Agreement within 30 days of the date it is sent to the Client, Woolpert shall have the right to revise fees or revoke any proposal related to the Services.

6.9 Disputes: If a dispute between the parties arises out of or relates to this Agreement, or the breach thereof, then the parties agree to make a good faith effort to settle the issue through direct discussion between the parties prior to having recourse to a judicial forum. It is further agreed that the parties each waive their right to indirect, special, incidental, consequential, or punitive damages. In the event of any litigation, the prevailing party shall be entitled to recover reasonable attorneys' fees. The Client agrees that Woolpert's officers, partners, agents, and employees will have no personal liability for any damages arising out of or relating to this Agreement.

6.10 Standard of Care: Woolpert agrees to perform Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

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Woolpert makes no other warranties, express or implied, under this Agreement or otherwise, in connection with these Professional Services.

6.11 Waiver: Any failure by Woolpert to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Woolpert may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

6.12 Relationship: Woolpert is an independent contractor to the Client in performing its Services under this Agreement and is not an employee, agent, joint-venturer, or partner of the Client.

6.13 Client Responsibilities: The Client shall provide Woolpert all pertinent data, criteria, and information including but not limited to design objectives and constraints, space and use requirements, operational information, budgetary limits, flexibility and expandability requirements, and any other available project data. Woolpert shall be entitled to rely on any and all information provided pursuant to this provision. The Client shall review Woolpert's work thoroughly and promptly, provide direction as necessary, and, if the Client at any time becomes aware of any defect, shall give notice of such defect in the work or Services provided. The Client shall provide access to the project site, if required. The Client shall be responsible for payment of any governmental or other similar fees associated with the project. The Client shall be responsible for all costs associated with providing source documents to Woolpert.

6.14 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

6.15 Ownership/Reuse of Deliverables: Except as otherwise expressly provided herein, Client shall have full ownership and all rights associated therewith of all deliverables provided by Woolpert to Client pursuant to this Agreement.

During this project, if custom software is developed by Woolpert, subject to the terms of and for the limited purposes set forth in this Agreement, Woolpert may disclose to the Client, as defined by the Scope of Services in Attachment A hereto, a set of documentation relating to all or part of said software, a scope definition including data structure and design constraints, and executable and/or source code format. The Client understands that, in the event of such disclosure, such information or other technologies or other confidential information will be revealed to the Client in strict confidence solely for the purpose set forth in the Scope of Services. The Client agrees not to use, induce, or permit others to use any of the confidential information or technologies (including any program or system architecture, algorithm, code, database, process, procedure, format, and/or program logic embodied therein) for any other purpose whatsoever. The Client is hereby granted a limited license to use such software for internal purposes only. The Client shall not disclose, sell, or otherwise transfer the software to other parties. Woolpert makes no warranties with respect to the capabilities of such software for any particular purpose.

6.16 Electronic Format: Woolpert deliverables may include database design, electronic computer-aided design and drafting (CADD) files, or other electronic documents or deliverables. Unless specifically directed otherwise by the Client prior to execution of this Agreement, databases and electronic files shall be developed based on Woolpert's standard practice and procedure. Woolpert shall not be liable for any erroneous information supplied by the Client or third party that Woolpert relies upon and incorporates into an electronic file, or other documents, plans, and specifications.

6.17 Warranty: Due to the easily alterable nature of electronic media, files, documents, and other deliverables, Woolpert makes no warranties, either express or implied, with respect to the accuracy, completeness, merchantability, or fitness for any particular purpose, including, but not limited to, performance in any software used by the Client or any other consultant or contractor.

6.18 Addendums/Additional Services: Services resulting from changes in the specific scope, extent, or character of the work or in the Client's needs, including but not limited to changes in size, complexity, or schedule; delays or demands by the Client, its agents, or contractors; or revision or rework of previously performed services when such services are due to causes beyond the control of Woolpert, shall be considered Additional Services, and with the agreement of the parties Woolpert shall be entitled to additional compensation for additional work. Unless otherwise agreed, such Additional Services shall be performed on a lump sum basis. Woolpert shall not be obligated to make revisions or perform Additional Services until Woolpert's receipt of a mutually executed Addendum as set forth in Section 3.

6.19 Entirety of Agreement: This Agreement embodies the entire agreement and understanding between the parties, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by both parties hereto, except that all

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terms and conditions contained in a Client purchase order or other standard or preprinted work authorization issued by the Client shall be null and void, even if such document is of later date. This Agreement shall be governed by the laws of the state where the Services are performed. This Agreement includes this document and, by this reference, incorporates the following as if fully set forth herein:

- Attachment A: Scope of Services
- Attachment B: Compensation
- Attachment C: Schedule
- Attachment D: Deliverables
- All terms and conditions of the Ohio Statewide Imagery Acquisition RFP (CSP#0A06008), the resulting contract, and the proposal submitted by Woolpert responding to said RFP as well as Amendment number 3 dated as "August 3, 2009".

6.20 Conflicts of Terms, Conditions, or Provisions. Notices: To the extent that any terms, conditions, or provisions of this Agreement and the Ohio Statewide Imagery Acquisition RFP (CSP#0A06008), resulting contract, and/or the proposal submitted by Woolpert responding to said RFP may be inconsistent, the terms, conditions, and/or provisions of this Agreement control.

6.21 Notices: Any notice required hereunder shall be sufficiently given when sent to the signatories hereunder or to the above-named contact person via United States certified mail, return receipt requested, or via overnight courier with receipt verification to the address set forth herein, or by personally delivering such notice to the party to be in receipt thereof.

6.22 Signatures: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

6.23 DMA Form Statement: Woolpert 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, Woolpert agrees to 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.

6.24 Campaign Finance— Compliance with ORC § 3517.13: Ohio Revised Code Section 3517.13 1(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, 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 political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. Woolpert, 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 County from entering, proceeding, and/or performing the Agreement. Such certification is attached to this Agreement and by this reference made a part thereof.

**ATTACHMENT A: SCOPE OF SERVICES
SERVICES**

Aerial Imagery Acquisition. Woolpert will acquire new color digital imagery covering the entire 457.4 square mile project area using digital cameras with technologies similar to Leica ADS40. The aerial imagery will be acquired at flying height capable of producing 1"= 100" scale orthoimagery with a 0.5-foot pixel resolution and for all four bands.

Functionality of flight to include the ability to extract 3-D layers of data as needed (i.e. DTM, Roads, Railroads, Rivers, Lakes, Vegetation, Buildings, 2-foot contours, etc.)

ABGPS/Ground Control. Woolpert will provide a horizontal/vertical ground control survey and airborne UPS to support the digital orthoimagery production. Woolpert will use new semi-permanent horizontal and vertical ground control points as needed to support the mapping. Woolpert will use at least two ABGPS stations during aerial imagery acquisition. Any new control points will be UPS observed and be consistent with second order horizontal and third order vertical. This control will be sufficient to meet the required accuracy necessary to support the subsequent mapping.

Horizontal and Vertical Control Survey. The horizontal datum used for this project will be the North American Datum 1983 (NAD83 (1995)), Ohio State Plane Coordinate System, North Zone, and expressed in U.S. Survey Feet. The vertical datum used for this survey will be North American Vertical Datum 1988 (NAVD88), and express in U.S. Survey Feet.

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Aerial Triangulation. Woolpert will use digital softcopy techniques for the aerial triangulation to extend and densify the ground control.

DEM. Woolpert will use the State of Ohio supplied LIDAR data to produce a DEM (digital elevation model) for 11"=100' scale orthophotography rectification. The 2006 LIDAR data was collected to support the generation of 2-foot contours. Delaware County will provide a shape file of areas of change (April 2008 to April 2010) to Woolpert after data collection to assist in collecting additional breaklines or masspoints (if deemed necessary) to support ortho rectification only.

Digital Orthophotography. Woolpert will produce a new color digital orthoimagery countywide coverage area at 1"= 100' scale with 0.5 foot pixel resolution and for all four bands. The orthophoto tiling format will follow a modular layout, with each 1"= 100', scale image covering 2,500'x 2,500' (with 0.5-foot pixel resolution) defined by even NAD-83 Ohio State Plane Coordinate grid lines. Orthophoto tiles will be clipped to eliminate overlap between adjacent tiles. The file size for each tile will be 75 MB. Woolpert will use an interactive mosaicking process for tone balancing and image mosaicking. Full tiles will be used within the project interior and partial tiles will be used along the exterior perimeter covering the county boundary and the buffer zone. The digital orthophotography will be in .TIFF format with a .TIFF world file for geo-referencing.

Quality Control: Even though the QC of the deliverables is the responsibility of the client, Woolpert will visually inspect the placement of parcels on orthophotography. After visually inspecting the existing parcel layer, Woolpert will report conclusions to the County. Woolpert will also conduct a QC to ensure that none of the tiles show excessive tilt.

ATTACHMENT B: COMPENSATION

Lump Sum Summary

Total Lump Sum Fee.....\$82,332.00

Woolpert will invoice the County each month according to percentage complete. Each invoice is to be paid within 30-days.

ATTACHMENT C: SCHEDULE

All data will be delivered on or before August 31, 2010.

ATTACHMENT D: DELIVERABLES

Woolpert will produce and deliver the following products to the County and the State of Ohio.

- One hardcopy and one digital copy of the Flight plan/Control Diagram
- One raster file, continuous tone TIFF format, with world file for each digital orthophoto tile
- The tile index file in shape file format
- Countywide MrSID Image Files in GEN2 and GEN3 format at compression ratio of 100
- Two separate MrSID image Files for Northern and Southern half of the County (the north/south division line will be identical to 2008 project) in GEN3 format at compression ratio of 50
- One copy of the FGDC compliant metadata for all digital files
- All data will be delivered on an external hard drive

DELIVERABLE ACCEPTANCE

The client has sixty (60) business days to review each deliverable and submit review comments. Woolpert will review each comment and together with the client determine the appropriate action. If it is determined that Woolpert needs to re-submit a deliverable or portion of a deliverable, that deliverable or portion will be completed and resubmitted within thirty business days (30) after the appropriate action has been determined. Any deliverable not submitted by the client for review within sixty business days will be deemed as accepted, therefore Woolpert will not be obligated to change, correct, or resubmit that deliverable

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

RESOLUTION NO. 10-373

IN THE MATTER OF APPROVING A MAINTENANCE SERVICE CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND EATON ELECTRICAL INC. FOR THE UNINTERRUPTIBLE POWER SYSTEM FOR THE 911 CENTER AND THE PRIME TOWER SITE AND APPROVING A PURCHASE AGREEMENT FOR 40 NEW REPLACEMENT BATTERIES FOR THE UNINTERRUPTIBLE POWER SYSTEM FOR THE 911 CENTER:

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve the following:

Whereas, the 911 Communications Director and the Public Safety Systems Administrator recommends approval

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of a maintenance service contract between The Delaware County Commissioners And Eaton Electrical Inc. for the Uninterruptible Power System for The 911 Center And The Prime Tower Site and approval of a purchase agreement for 40 new replacement batteries for The Uninterruptible Power System for The 911 Center;

Whereas, The County Administrator recommends this measure for adoption by the Board,

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approves the maintenance service contract between The Delaware County Commissioners And Eaton Electrical Inc. for the Uninterruptible Power System for The 911 Center And The Prime Tower Site and approves a purchase agreement for 40 new replacement batteries for The Uninterruptible Power System for The 911 Center.

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

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

RESOLUTION NO. 10-374

IN THE MATTER OF APPROVING AN EASEMENT AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND JOHN & MONICA GRANDMINICO FOR THE CHESHIRE ELEMENTARY SCHOOL SANITARY SEWER IMPROVEMENTS PROJECT:

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve the following:

Whereas the Board of County Commissioners have previously executed a resolution of necessity for the Cheshire Elementary School Sanitary Sewer Improvements Project, and

Whereas both temporary and permanent easements from John Grandominico and Monica Grandominico at 3496 Cheshire Road and 2805 Devonshire Road in Berlin Township, Ohio are needed for the proposed improvements, and

Whereas the required easements are detailed in Exhibits 1 and 2, and

Whereas County Sewer District Staff negotiated a value of Seven thousand, five hundred (\$7,500) for the required easements, and,

Whereas County Sewer District Staff recommends this negotiated value for the proposed easements,

Therefore be it resolved that the Board of County Commissioners execute the easement agreement with John Grandominico and Monica Grandominico for the purchase of the easements as described on Exhibits 1 and 2.

Whereas, The County Administrator recommends this measure for adoption by the Board,

Furthermore be it resolved that the Board of County Commissioners approve a voucher for payment in the amount of \$7,500.00 to John Grandominico and Monica Grandominico from 66711905-5401.

(Copy of Exhibit 1 available in the Sanitary Engineer's Department until no longer of administrative value.)

EASEMENT AGREEMENT

THIS AGREEMENT made at Delaware, Ohio, this 22ND day of March, 2010, by and between John Grandominico and Monica Grandominico, SELLER, and the Delaware County Commissioners, BUYER;

WITNESSETH:

In consideration of the promises and covenants herein after contained, the SELLER agrees to sell and convey and the BUYER agrees to purchase and to pay for an Easement across the real estate described on attached Exhibits 1 and 2.

The purchase price of said Easement across the real estate described on Exhibits 1 and 2 is Seven thousand, five hundred dollars (\$7,500) upon the execution of the Deed of Easement.

The temporary construction easement as described on Exhibits 1 and 2 shall be effective for a nine-month period, with an effective date that shall be determined by Delaware County following execution of the construction contract. Delaware County will provide written notice of the effective date of the temporary construction easement through certified mail to the SELLER.

In order to protect the SELLER's animals, and also to provide sanitary service for a potential improvement to the SELLER's lot, the BUYER agrees to include in the plans and/or specifications for the "Cheshire Elementary School Sanitary Sewer Improvements" project the provisions as noted and depicted on

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Exhibit 3.

This transaction is to be closed at the SELLERS convenience, on or before June 1, 2010 at which time the SELLER will execute and deliver to the BUYER the attached Deed of Easement for the above-described real estate.

IN WITNESS WHEREOF, the parties hereto have set their hands to duplicates hereof the day and year first above written and this AGREEMENT is to be binding upon the heirs, executors, administrators and assigns of the parties.

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

RESOLUTION NO. 10-375

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY SHERIFF AND PROJECT LIFESAVER INTERNATIONAL:

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

Whereas, the Sheriff's Office Staff recommends approval of the contract with Project Lifesaver International:

Whereas, The County Administrator recommends this measure for adoption by the Board,

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the agreement with Project Lifesaver International.

**PROJECT LIFESAVER ACTIVE MEMBERSHIP
OPERATIONAL AGREEMENT AND STANDARDS**

Project Lifesaver Standard: The only reason an agency should join Project Lifesaver is to utilize this program to help your community, the people in that community, and others that have the tendency to wander. This program was created with two goals in mind - to streamline search and rescue procedures and to help save lives. This program will only succeed if the agency being trained accepts ownership in this program and encourages community participation, as well as works with their local media to actively promote the program to the public. Remember, you have to be hands on and know the program will not run itself once you have completed your training. You have to be dedicated to helping those in your community and want to be an active participant in this program.

1. Must be a recognized public safety organization, i.e.: police, sheriff, fire, search and rescue, VA Hospital, nursing home or assisted facility that is part of/sponsored by a public safety organization. Agency must appoint a "Program Administrator" to supervise the program.
2. Program must utilize title - Project Lifesaver, along with participating jurisdiction's program name.
3. Batteries, bands must be changed monthly by personnel certified as Project Lifesaver Electronic Search Specialists or volunteers trained and supervised by said Operators. Caregivers are not to be considered as Volunteers or permitted to serve or change their loved ones batteries or band. Monthly service visits must be made at client's home, domicile, or previously agreed upon location.
4. All personnel participating in the program as a responder must successfully complete operator training and be certified as an Electronic Search Specialist by a Project Lifesaver Instructor, Re-certification must be accomplished once every two years.
5. Personnel not trained or certified as Project Lifesaver Electronic Search Specialists are not to be allowed to operate any equipment in an actual missing persons search.
6. All electronic equipment and program components must be either purchased or obtained from Project Lifesaver/ LoJack SafetyNet or from a source approved by Project Lifesaver International. Items that may be provided or purchased include:

1. Transmitters
2. Receivers
3. A/C chargers
4. D/C adaptors
5. Transmitter testers
6. Headsets
7. Antennas -omni and yagi
8. Receiver cases

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9. Transmitter batteries
10. Wrist bands
11. Transmitter Cases
12. Project Lifesaver Media
13. Battery testers

7. All Project Lifesaver insignia, patches, decals and other identification logos or insignia must be obtained from Project Lifesaver Headquarters.

8. The Project Lifesaver Logo is a registered trademark as is the Project Lifesaver name. Based on this agencies must submit a copy of brochures or printed matter containing these items to Project Lifesaver Headquarters for accuracy screening.

9. Personnel trained in Project Lifesaver techniques and protocols may not utilize such training knowledge to instruct anyone, unless certified as an instructor and as authorized by PLI Headquarters.

10. Instructors are only permitted to train personnel in their organization unless specifically designated as a "National Instructor" or "State Coordinator".

11. Agency Instructor certification is valid only for Project Lifesaver Program/LoJack Safety Net equipment and not for any other similar type of equipment or other business.

12. Information and after action reports should be forwarded immediately to Project Lifesaver International Headquarters.

13. Participating organizations agree to assist neighboring Project Lifesaver organizations upon request.

14. Project Lifesaver is copyrighted, thus participating organizations must display the Project Lifesaver Logo, as prescribed.

15. All Agencies are required to pay an annual membership fee in the amount of \$200 per year starting on the first anniversary date of joining Project Lifesaver.

16. Agencies may not drop from the program and operate an independent program unless agreed on by Project Lifesaver International.

17. All training and search procedures, materials, techniques, and certifications are copyrighted through Project Lifesaver International.

18. Agencies in violation of these operating procedures and guidelines are subject to decertification removal from the Project Lifesaver program.

19. New agency training is intended for one agency only and personnel only from that agency. Organizations may not join together as one entity. Any additional agency attending a training class must have submitted a separate letter of intent, a signed operational agreement and have obtained prior approval from Project Lifesaver International to attend said training. Each agency will pay a membership, training and enrollment fee. Any agency wishing to form a group and act as the umbrella organization may do so under the following conditions;

- a) An agency may join as an associate member working underneath another agency that is joining as a full member. The agency must submit the required letter of intent, signed operational agreement and a payment of \$1,000 (associate member fee). If this associate member agency desires to upgrade to full member status, it must pay the remaining part of the membership model and training fees and execute new membership documents.
- b) An agency may only join under the associate member classification at the time the full member agency is joining Project Lifesaver and before the training is to take place. Associate member agencies must be located in the same jurisdiction of the full member agency only. Restrictions apply for Associate Members and prior approval from Project Lifesaver must be obtained.
- c) Associate members may not possess equipment but, may be certified to operate any equipment belonging to the full member agency. If at any time, the associate member agency comes into proprietary possession of equipment; for its own use, allowing the agency to function as a full member agency, it will then be considered a full member, if this occurs, an invoice will be generated for the balance of the full member membership costs.
- d) No one attending a training class that has not adhered to the above conditions nor has prior approval from Project Lifesaver International headquarters will receive certification.

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20. Agency will receive a two day training course for up to 15 officers covering Alzheimer's, Autism, Down syndrome, and other related disorders. Also provided is orientation into understanding characteristics, wander behavior motivations, search techniques, complete background of the Project Lifesaver Program as well as extensive training utilizing the LoJack Safety Net System. Successful attendees will be certified as Electronic Search Specialists. Agency will also receive a one day Instructor Course for 6 of the 15 attendees that completed the Basic Operator Course. Instructors will be certified to teach within member organization to certify staff or re-certify existing staff.

21. Membership includes agency enrollment with the Alzheimer's Foundation of America, a complete Agency Paperwork Package, Instructor Package (includes sample SOP, templates of forms, and guides). Technical Assistance, Program Guidance Advice, up to date news on new items, Research and Development Benefits, Funding Assistance, Financial Incentives, Annual Conference Benefits, Grant Opportunities, Public Safety Equipment Discounts, Client Financial Services, Discounted Travel, Operator Certification and Re-certification and eligibility for National Recognition and Awards.

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

RESOLUTION NO. 10-376

IN THE MATTER OF APPROVING THE BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT FOR PRETRIAL SUPERVISION:

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve the following:

Whereas, The County Administrator recommends this measure for adoption by the Board,

Grant #	2009-JG-C01-6270
Source:	Ohio Office of Criminal Justice Services
Grant Period:	January 1, 2010 to December 31, 2010
Federal Grant Amount:	\$ 30,000.00
Local Match:	<u>\$ 10,000.00</u>
Total Grant Amount:	\$ 40,000.00

The Grant is designed to divert individuals charged with a felony from the Delaware County Jail. The grant pays for a pretrial officer to determine what offenders are eligible for bond and what level of supervision is appropriate. The officer then supervises the offenders' placed on pretrial supervision. As a condition of their bond offenders may be subject to drug testing, house arrest, GPS, substance abuse and mental health treatment as well as verifiable employment.

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

RESOLUTION NO. 10-377

IN THE MATTER OF APPROVING THE INITIAL 15% PAYMENT FOR THE PRETRIAL SUPERVISION GRANT FOR ADULT COURT SERVICES:

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve the following:

Whereas, The County Administrator recommends this measure for adoption by the Board,

Grant #	2009-JG-C01-6270
Source:	Ohio Office of Criminal Justice Services
Grant Period:	January 1, 2010 to December 31, 2010
Federal Grant Amount:	\$ 30,000.00
Local Match:	<u>\$ 10,000.00</u>
Total Grant Amount:	\$ 40,000

The Grant funds a pretrial officer that supervises offenders that would otherwise remain in the Delaware County Jail. Offenders may be subject to drug testing, house arrest, GPS, substance abuse treatment as well as employment as a condition of bond.

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

RESOLUTION NO. 10-378

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS AND SUPPLEMENTAL APPROPRIATIONS FOR PRETRIAL SUPERVISION:

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve the following:

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Whereas, The County Administrator recommends this measure for adoption by the Board,

Transfer of Appropriation

From	To	
25822306-4509	25822305-4509	
Pretrial Supervision 08/Federal Reimb	2010 Supervision Grant/Federal Reimb	\$ 30,000.00
25822306-4601	25822305-4601	
Pretrial Supervision 08/Interfund Revenue	2010 Supervision Grant/Interfund Revenue	\$ 10,000.00

Supplemental Appropriation

25822305-5001	2010 Supervision Grant/Compensation	\$ 29,922.40
25822305-5101	2010 Supervision Grant/Insurance	\$ 283.12
25822305-5102	2010 Supervision Grant/Workers Comp	\$ (45.26)
25822305-5120	2010 Supervision Grant/PERS	\$ (37.62)
25822305-5131	2010 Supervision Grant/Medicare	\$ (32.82)

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

RESOLUTION NO. 10-379

IN THE MATTER OF AWARDING THE BID TO G4S JUSTICE SERVICES, LLC FOR RTB #09-1583 PURCHASE OF GLOBAL POSITIONING SYSTEM (GPS) ELECTRONIC MONITORING SERVICES AND EQUIPMENT FOR THE DELAWARE COUNTY JUVENILE COURT:

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve the following:

- WHEREAS, Delaware County received bids for the purchase of Global Positioning System Electronic Monitoring Services and Equipment for the Delaware County Juvenile Court on February 17, 2010; and;
- WHEREAS, Delaware County will award the bid and contract based on the qualifications as presented and gathered, and meeting the terms and conditions of the bid specification to best serve the County's interest at a reasonable rate; and;
- WHEREAS, A committee with representatives from the Juvenile Court and Facilities Management has carefully reviewed all bids submitted; and;
- WHEREAS, After carefully reviewing the bids received, the bid submitted by G4S Justice Services ,LLC has been determined to be the lowest and best bid for Global Positioning System Electronic Monitoring Services and Equipment for the Delaware County Juvenile Court; and.

NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners of Delaware County, State of Ohio, accept and award the bid submitted by G4S Justice Services, LLC for RFB #09-1583 Purchase of Global Positioning System Electronic Monitoring Services and Equipment for the Delaware County Juvenile Court.

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

RESOLUTION NO. 10-380

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR THE JAIL EXPANSION FUND:

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve the following:

Whereas, The County Administrator recommends this measure for adoption by the Board,

Transfer of Appropriations

From	To	
41211434-5410	41211434-5301	
Jail Expansion Fund/Improvements	Jail Expansion Fund/Professional Services	\$ 3,700.00

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

**COMMISSIONERS' COMMITTEES REPORTS
(Refer To Cd Minutes For Entire Record)**

Commissioner O'Brien

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-Attended And Participated In Community Action Organization Meeting

Commissioner Hanks

- Received A Requesting To Start Collecting Donations For An Outside Dog Run Area At The Dog Shelter
- Mainstreet Delaware Event April 2
- Fiber Optic Meeting Took Place Early This Week; Working On RFP
- Westerville Is Starting A Business Incubator Idea similar To Powell
- News Reporting That Only 3% Of Delaware County Has Turned In The Census Form

Commissioner Thompson

- Participated in a Team "Meals On Wheels" Event
- Congratulations to Powell on an Article On Their Energy Efficient Efforts
- Wind Farm Information From Hardin County On Renewable Energy

RESOLUTION NO. 10-381

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 AND FOR PENDING OR IMMINENT LITIGATION:

It was moved by Mr. Hanks, seconded by Mr. Thompson to adjourn into Executive Session at 9:45AM.

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

RESOLUTION NO. 10-382

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Hanks, seconded by Mr. O'Brien to adjourn out of Executive Session at 10:00AM.

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

RESOLUTION NO. 10-383

IN THE MATTER OF ADJOURNING THE MEETING:

It was moved by Mr. Hanks, seconded by Mr. O'Brien to adjourn the meeting.

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

Todd Hanks

Ken O'Brien

Tommy Thompson