

COMMISSIONERS JOURNAL NO. 58 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 21, 2013

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

Present:  
Ken O'Brien, President  
Dennis Stapleton, Vice President  
Gary Merrell, Commissioner

RESOLUTION NO. 13-165

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD FEBRUARY 14, 2013:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on February 14, 2013; 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. Merrell Aye Mr. Stapleton Aye Mr. O'Brien Aye

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 13-166

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0220, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0220 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR0220:

It was moved by Mr. Stapleton, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0220, memo transfers in batch numbers MTAPR0220, Procurement Card Payments in batch number PCAPR0220 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b>			
Ozonia (line 2)	UV Parts Alum Creek, Scioto Reserve	66211904-5201	\$ 6,500.00
Ozonia (line 3)	UV Parts Alum Creek, Scioto Reserve	66211907-5201	\$ 4,000.00
B&L Packrat	Snow Removal	10011105-5325	\$ 10,000.00
DATA Transit	Job and Family Client Services	22411601-5355	\$ 15,000.00
Adriel School	Residential Treatment	22511607-5342	\$ 25,000.00
<b>PR</b>			
<b>Number</b>	<b>Vendor Name</b>	<b>Line Description</b>	<b>Line Account</b>
<b>JOINT ECONOMIC DEVELOPMENT – SERVICES AND CHARGES</b>			
R1302736	OCM LLC	CDBG PUBLIC NOTES	21011113 - 5312 6,500.00
<b>CDBG FORMULA 2012 – SERVICES AND CHARGES</b>			
R1302701	POGGEMEYER DESIGN GROUP INC	FAIR HOUSING 2012 FORMULA	23011708 – 5365 6,000.00
<b>PROPERTY &amp; CASUALTY INSURANCE – SERVICES AND CHARGES</b>			
R1302782	TRI COUNTY TOWER SERVICE INC	ASHLEY TOWER DAMAGE REPAIR	60111901 – 5370 5,350.00
<b>EMPLOYEE WELLNESS PROGRAM – MATERIAL AND SUPPLIES</b>			
R1302783	PNC BANK	WELLNESS PROGRAM SUPPLIES	60211924 – 5215 10,000.00
<b>EMPLOYEE WELLNESS PROGRAM – SERVICES AND CHARGES</b>			
R1302783	PNC BANK	WELLNESS PROGRAM SERVICES	60211924 – 5342 5,000.00

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**SANITARY ENGINEER – SERVICES AND CHARGES**

R1302818	HARRIS INDUSTRIAL SERVICES	INSTALLATION OF 1300' OF 6" PIPE	66211904 – 5328	23,141.17
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**SANITARY ENGINEER – CAPITAL OUTLAY**

R1302761	MAYS CONSULTING & EVALUATION SVS INC	ROOFING EVALUATION – OECC TERTIARY FILTER BUILDING	66611903 – 5410	7,700.00
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Vote on Motion Mr. Stapleton Aye Mr. Merrell Aye Mr. O'Brien Aye

**RESOLUTION NO. 13-167**

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

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

The Administrative Services Department is requesting that Brad Euans attend a BWC Self-Insured Workshop in Columbus, Ohio March 14, 2013; at no cost.

Environmental Services is requesting that Tiffany Jenkins and Mark Chandler attend the Ohio Water Environment Association (OWEA) Government Affairs Specialty Workshop on March 7, 2013 at a cost of \$300.00 from org key 66211901 – 5305.

Environmental Services is requesting that Martin Bell, Kevin Brutchey and John Feightner attend Alloway Lab's Wastewater Workshop on April 3, 2013 at no cost.

The Commissioners' Office is requesting that Tim Hansley attend an Ohio City/County Management Association Conference in Columbus, Ohio February 27, 2013; at the cost of \$250.00 (fund number 10011102).

The EMS Department is requesting that Charles Roderick attend a Tactical Planning For WMD Incidents in Columbus, Ohio March 12-14, 2013; at no cost.

The Court of Common Pleas (Adult Court Services) is requesting that Ed Werling, Lorrie Sanderson, Erin Rohrer, Scott Berry, Jarrod Burton, Carolee Conklin, Lindsey Jacobs attend an Ohio Community Corrections Conference in Dublin, Ohio May 9-10, 2013; at the cost of \$1,680.00 (fund numbers 25622303, 25422301).

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

**RESOLUTION NO. 13-168**

**IN THE MATTER OF ACCEPTING THE TREASURER'S REPORT FOR THE MONTH OF JANUARY 2013:**

It was moved by Mr. Stapleton, seconded by Mr. Merrell to accept the Treasurer's Report for the month of January 2013.

(Copy available for review at the Commissioners' Office until no longer of administrative value.)

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

**RESOLUTION NO. 13-169**

**IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND WOOLPERT INC. FOR THE 2013 ORTHOPHOTGRAPHY PROJECT FOR THE AUDITOR'S OFFICE GIS DEPARTMENT:**

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

Whereas, the County Auditor recommends approval of a professional services agreement with Woolpert Inc. for the 2013 Orthophotography Project for The Auditor's Office GIS Department;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve a professional services agreement with Woolpert Inc. for the 2013 Orthophotography Project for The Auditor's Office GIS Department;

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

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Section 1. General

THIS AGREEMENT, made and entered into this 21st day of February, 2013, by and between Woolpert, Inc., whose address is 4454 Idea Center Boulevard, Dayton, Ohio 45430 (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 Auditor's Office
- Address: County Auditor's Office, 140 N. Sandusky Street, Delaware, OH, 43015
- Contact Persons: Shoreh Elhami, GIS Director and/or George Kaitsa, Delaware County Auditor
- Phone Number: 740.833.2070
- E-mail Address: [gkaitsa@co.delaware.oh.us](mailto:gkaitsa@co.delaware.oh.us) and/or [selhami@co.delaware.oh.us](mailto:selhami@co.delaware.oh.us)
- Title: Delaware County 2013 Ortho and Contour Project

The "Contact Person" designated above shall have the complete authority to act on behalf of the Client, 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 under CSP#0A1078, a Competitive Sealed Proposal sponsored by the Ohio Geographically Referenced Information Program ("OGRIP") through a competitive selection process administered by the Ohio Department of Administrative Services. 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 4-band, 8-bit digital orthoimagery with a 3-inch pixel resolution  
New countywide 2-foot contours

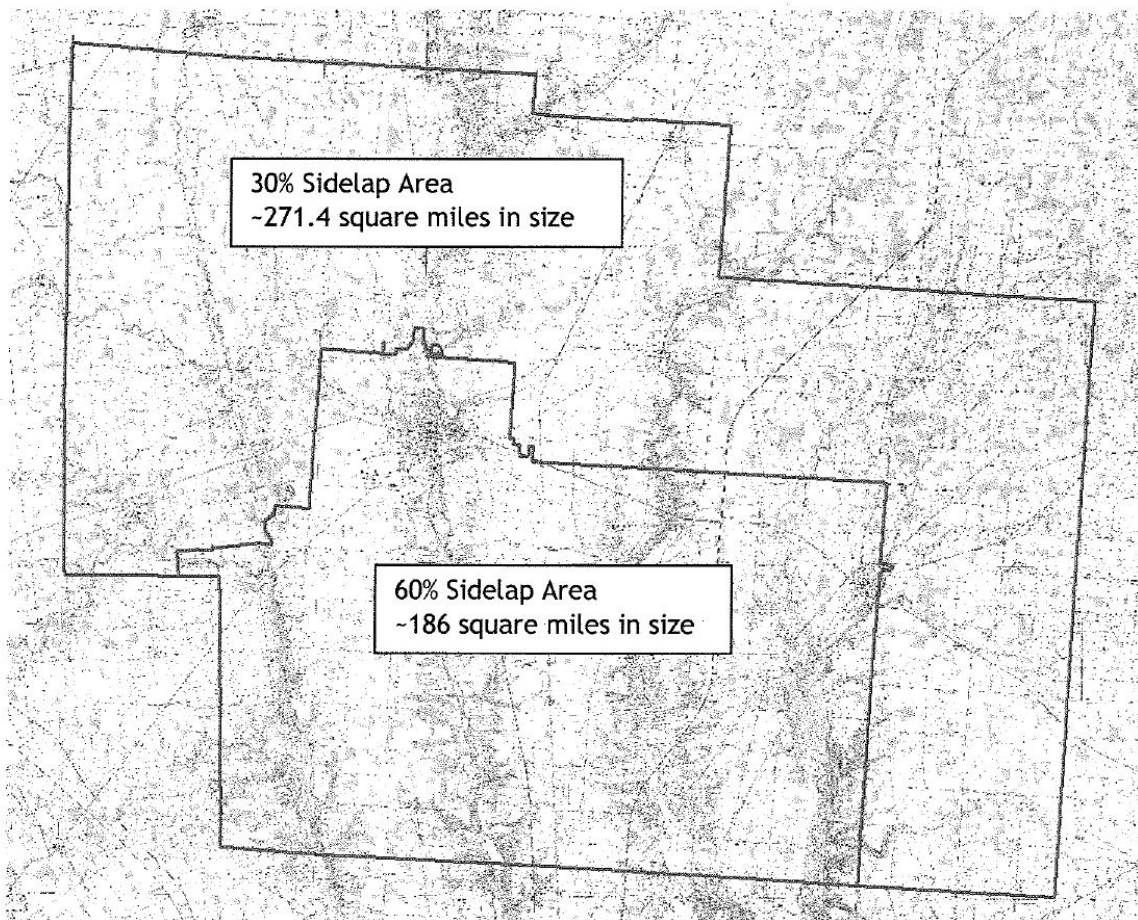
Section 3. General Description of Professional Services

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:

Assumptions:

- Participation by the Cities of Columbus and Dublin to acquire and process 3-inch orthoimagery
- 3-inch imagery will be acquired for the south "half" of the County at a sidelap of 60%
- 3-inch imagery will be acquired for the north "half" of the County at a sidelap of 30%
- Please see the screenshot below for a delineation of the areas to be flown at 30% and 60% sidelap

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**Project Tasks:**

- Aerial Imagery Acquisition—Woolpert will obtain new 3-inch color imagery to produce the 1"=100' scale digital orthoimagery.
- Airborne GPS--Woolpert will perform airborne GPS to supplement the ground control.
- Ground Control—Woolpert will utilize existing ground control points to support the 1"=100' scale orthoimagery base mapping and where needed, will establish new ground control points.
- DEM—Woolpert will use 2012 countywide LiDAR captured mass point data, to produce a DEM which will be used for the rectification of 1=100' scale orthoimagery.
- Digital Orthoimagery—Woolpert will produce countywide seamless 1"=100' scale color digital orthoimagery (with a 3-inch pixel resolution). The imagery will be interactively mosaicked to produce orthoimagery with a consistent tone, density, and color balance.
- 2-Foot Contours—Woolpert will produce countywide 2-foot contours.

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. Email transmissions may be utilized to meet the requirement of a writing executed by both parties provided the other party receives the transmission and agrees that the terms and conditions are acceptable. Email transmissions shall only be effective for changes in the scope, compensation, or schedule. Any modifications or additions to the terms and conditions of this Agreement must be effected through a properly executed Addendum and any such changes beyond scope, compensation, or schedule included in an email transmission shall be considered void and of no effect.

**Section 4. Compensation to be paid to Woolpert**

Compensation to be paid to Woolpert for providing the requested Services shall be in accordance with Attachment B of this Agreement, which is incorporated by this reference.

**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. Subject to the terms and conditions of this Agreement, Woolpert shall perform its services with due and reasonable diligence consistent with sound professional practice in accordance with Attachment C. This Agreement shall remain in effect until December 31, 2018, 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 schedule and

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termination date specified in Section 5 of this Agreement and the fees shall be equitably adjusted by written 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. Invoicing shall occur no later than two months from the date in which the services are completed. 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 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. This provision is limited, however, to expert witness services, and shall not apply where Woolpert is made a party to litigation.

6.4 Opinion of Probable Construction Cost/Cost Estimates: Section intentionally omitted.

6.5 Limit of Liability: The limit of liability of Woolpert to the Client for any cause or combination of causes resulting from the Services rendered hereunder shall be, in total amount, limited to the fees paid under this Agreement.

6.6 Construction Phase: Woolpert shall not be responsible for or have control over construction means, methods, techniques, sequences, or procedures; or for safety precautions and programs in connection with the work. Nor shall Woolpert be responsible for any contractor's or subcontractors' failure to carry out the work in accordance with the Contract Documents or for their failure to comply with applicable laws, ordinances, rules, or regulations. Woolpert will not have any direct contractual relationship with the contractor, any subcontractors or material suppliers. Woolpert may, under a separate subcontract with the contractor, provide survey services. Woolpert shall not be bound by any term or obligation contained in any "General Condition" or other construction bidding documents unless expressly consented to by Woolpert in writing.

6.7 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, and employees (collectively hereinafter the "Indemnified Parties") harmless from 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 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.

6.8 Insurance: 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 at least that coverage required under any Agreement entered into between the State of Ohio and Woolpert, pursuant to the Ohio State Imagery Program. 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 or equivalent with respect to the automobile liability insurance. Upon request, 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.

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

6.10 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, however, does reserve the right to subcontract any portion of the Services. Nothing in this Agreement shall be construed as creating any rights, benefits, or causes of

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actions for any third party against either Woolpert or the Client. Client recognizes that the Woolpert relies upon data, performance criteria /specifications and the recommendations of third party vendors' with respect to products, equipment and/or systems that are specified in a design, utilized in a process or otherwise approved by Woolpert in the course of a project. Client agrees that Woolpert will not be financially responsible for the failure of such products, equipment and/or systems.

6.11 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.

6.12 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.

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

6.14 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.

6.15 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.

6.16 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 such as sketches, reports, prior designs, soil tests, surveys, and plans. 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 and provide direction as necessary. If the Client at any time becomes aware of any defect in the work or services provided, Client shall give notice of such defect. The Client shall, within 14 days of notice of any defect in work or service, give written notice to Woolpert describing the defect and providing any costs associated with such defect. The Client waives any right to set-off or recovery of costs associated with any defective work or service unless the Client strictly complies with this provision and provides written notice as required herein. The Client shall provide access to the project site. The Client shall be responsible for payment of any governmental or other similar fees associated with permits or plan review.

6.17 Severability: Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

6.18 Ownership/Reuse of Documents: All plans, drawings, and other documents (including electronic files or documents) prepared or furnished by Woolpert pursuant to this Agreement are instruments of service, and Woolpert shall retain all ownership and property interests therein whether or not the project is completed. The Client may make and retain copies for information and reference in connection with the use and occupancy of the project by the Client; however, such documents are not intended or represented to be suitable for reuse by the Client. Any reuse will be at the Client's sole risk unless Woolpert, for compensation to be agreed upon, reviews and adapts such documents.

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6.19 Electronic/CADD Documents: Woolpert shall not be required to provide or deliver electronic or computer-aided design and drafting (CADD) files, unless specifically required by the Scope of Services described in Section 3 or Attachment A of this Agreement. Any electronic or CADD file that is delivered shall be considered a "convenience" to the Client and in the case of any discrepancy or difference between electronic files and hard copies of drawings or files, hard copies shall control. Due to the easily alterable nature of electronic files, 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 of electronic files in cost estimating, quantity calculating, survey layout, or other software used by the Client or any other consultant or contractor. If electronic or CADD files are provided or delivered, such files shall be developed based on Woolpert's standard formatting, layering, drafting and design practice, unless specifically directed otherwise by the Client prior to execution of this Agreement. The Client shall not make or permit to be made any copies or any modification to electronic media, plans, and specifications without the prior written authorization of Woolpert. Woolpert shall not be Liable in the event that erroneous information is supplied by the Client or a third party, and Woolpert subsequently relies upon and incorporates that information into an electronic file, plans, specifications, or other documents.

6.20 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 Woolpert shall be entitled to additional compensation. Unless otherwise agreed, such Additional Services shall be performed on a Unit Cost/Hourly Fee 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.

6.21 Environmental Hazards: Woolpert shall have no responsibility for the discovery, presence, handling, removal, transportation, or disposal of or exposure to hazardous, toxic, or similar materials in any form at the project site. In the event Woolpert's services as identified in this Agreement include an environmental assessment, then the term "discovery" as used in this provision shall not be construed to relieve Woolpert of its contractual obligation to, in accordance with the standard of care identified herein, conduct research and/or study to "discover" such materials in connection with such services.

6.22 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 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
- Attachment E: Certification /Affidavit in Compliance with O.R.C. Section 3517.13

6.23 Conflict of Terms, Conditions, or Provisions: To the extent that any terms, conditions, or provisions of this Agreement and the Ohio State Imagery Program, CSP#0A1078, resulting contract, and/or the proposal submitted by Woolpert responding to the State RFP regarding the Ohio State Imagery Program may be inconsistent, the terms, conditions, and/or provisions of this Agreement control.

6.24 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.

6.25 Competitive Bidding: Pursuant to R.C. § 125.04(B)(3), the Delaware County Auditor and the Delaware County Board of County Commissioners are not required to observe any competitive selection procedures otherwise required by law when participating in a purchase contract into which the Ohio Department of Administrative Services has entered for the purchase of supplies and services, and as such, have not let competitive bids with respect to the services contemplated herein.

6.26 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.

6.27 Campaign Finance—Compliance with ORC S 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

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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 said sections of the Revised Code are in compliance with the applicable provisions of section 3517.13 of the Revised Code. The Contractor, therefore, is required to complete the attached certificate /affidavit entitled "Certification /Affidavit in Compliance With 0. R. C. Section 3517.13." Failure to complete and submit the required aforementioned certificate/ affidavit with the Contract will prohibit the County from entering, proceeding with, and/or performing the Contract. Such certification is attached to this Contract and by this reference made a part thereof.

IN WITNESS WHEREOF, this Agreement, which is subject to the terms and conditions of Sections 1 through 6 and Attachment(s), is accepted as of the date first written above.  
DELAWARE COUNTY AUDITOR, OHIO WOOLPERT, INC.

• Attachment A: Scope of Services

**Aerial Imagery Acquisition.** Woolpert will acquire new 3-inch color digital imagery covering the entire countywide project area (457.4 square miles) including a 500' buffer zone outside the county. The aerial imagery will be acquired at a flying height capable of producing 1"=100' scale orthoimagery.

Woolpert will acquire 3-inch aerial imagery with a 60% average sidelap between flights for an area of approximately 186 square miles in size and located in southern Delaware County (*please see map to the right*). For the remainder of the County (-271.4 square miles), Woolpert will acquire 3-inch aerial imagery with a 30% average sidelap between flights.

**ABGPS/Ground Control.** Woolpert will utilize existing horizontal /vertical ground control survey (performed in 2010 for Delaware County) and new airborne GPS to support the digital orthoimagery production. Woolpert will use ABGPS base stations during aerial imagery acquisition. If any new ground control points are needed, they will be GPS 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 ortho base 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, South 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.

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

**DEM.** Woolpert will use the existing 2012 Delaware County LIDAR data to create a DEM, which will be used to perform image rectification on the new aerial imagery.

**Digital Orthoimagery.** Woolpert will produce new 3-inch countywide (457.4 square miles) color 4-band, 8-bit, 1"=100' scale digital orthoimagery. The orthoimagery tiling format will follow a modular layout, with each 1"=100' scale image covering 1,250' x 1,250' defined by even NAD83 Ohio State Plane Coordinate grid lines. Ortho tiles will be clipped to eliminate overlap between adjacent tiles. The file size for each tile will be approximately 100 MB.

Woolpert will use an interactive mosaicking process for tone balancing and image mosaicking. Full image tiles will be used within the project interior. Tiles along the project boundary that are within or touch the buffer zone will also be full image tiles. The buffer zone will extend 100-feet outside the countyline. The digital orthoimagery will be delivered in geotiff format with a tiff world file for geo-referencing.

After the geotiff imagery has been reviewed and accepted by the County, Woolpert will process the countywide MrSID image. The countywide MrSID Image will be processed as a GEN3 SID and will be provided at a compression ratio of approximately 120:1. Woolpert will also provide the County a set of township based MrSID Images at a reduced compression of 50:1, assuming that the County supplies Woolpert with a shapefile delineating the boundaries of each township. Due to the nature of township boundaries, there will be a slight overlap between the MrSID Images (which will not impact usability).

**2-Foot Contours.** Using the 2012 LiDAR and new 2013 stereo imagery, Woolpert will produce a DIM (comprised of LiDAR supplemented with 3D compiled breaklines) to generate countywide 2-foot contours, which will be edited and translated into the following delivery formats:

- ESRI Shapefile
- ESRI File Geo-database
- DXF

The ESRI Shapefile a Geo-database Formats: The finished contours will be delivered in individual tiled format, mirroring the same size and naming convention as the 3-inch orthos. The contours will also be delivered as townships (and named to reflect the appropriate Township Name). Delaware County will supply Woolpert with a shapefile delineating the township boundaries.



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DXF Format: The finished contours will be delivered in individual tiled format, mirroring the same size and naming convention as the 3-inch orthos. The contours will also be delivered as townships (and named to reflect the appropriate Township Name). Unlike the ESRI formatted contours, the contours in DXF format will be labeled (every fifth county - index contour).

The 2-foot contours will meet a vertical accuracy of +/- 1.0-foot (meeting NMAS).

The 2-foot contours will extend -100-feet outside the countyline.

Attachment B: Compensation

Lump Sum Summary

a) Total Lump Sum Fee \$331,000.00

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

Attachment C: Schedule

Orthoimagery

Orthos will be posted to Woolpert's Online Viewing QC Tool (SmartView Connect) for the County's Review on or before September 30, 2013. After acceptance by the County, Woolpert will process the MrSID Imagery and deliver to the County. Anticipated turnaround time after acceptance by the County: 30 days

2-Foot Contours

The 2-foot contours will be shipped on or before December 31, 2013.

• Attachment D: Deliverables

Woolpert will produce and deliver the following products to the County.

- One set of 4-band, 8-bit geotiff color orthoimagery with corresponding world files
- Two countywide MrSID Images (-120x compression; natural color and color infrared)
- Township MrSID Images (-50x compression; two SIDs each: color and color infrared)
- All base ortho data (geotiff format) will be delivered on external hard drive
- The countywide and township MrSID Images will be delivered on either hard drive or USB thumb drive
- 2-foot contours delivered on external hard drive or USB Thumb Drive

**DELIVERABLE ACCEPTANCE**

The client has thirty (30) 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 thirty business days will be deemed as accepted, therefore Woolpert will not be obligated to change, correct, or resubmit that deliverable.

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

**RESOLUTION NO. 13-170**

**IN THE MATTER OF APPROVING THE MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, FOR AND ON BEHALF OF THE DELAWARE COUNTY JAIL, AND RECOVERY & PREVENTION RESOURCES OF DELAWARE AND MORROW COUNTIES, INC. FOR THE ADDICTION RECOVERY TREATMENT & MENTAL HEALTH SERVICES PROGRAM AT THE DELAWARE COUNTY JAIL:**

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

Whereas, the Sheriff and Sheriff's Office Staff recommend approval of the Memorandum of Understanding;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Memorandum of Understanding on behalf of the Delaware County Jail with Recovery & Prevention Resources of Delaware and Morrow Counties, Inc., for the Delaware County Jail.

**MEMORANDUM OF UNDERSTANDING**  
**Delaware County Jail and Recovery & Prevention Resources**

This Memorandum of Understanding ("MOU") is made and entered into by and between the Delaware County Board of Commissioners for and on behalf of the Delaware County Jail, 844 US 42 North, Delaware, Ohio 43015, and Recovery & Prevention Resources of Delaware and Morrow Counties, Inc., 118 Stover Drive, Delaware, Ohio 43015 ("RPR") (hereinafter collectively referred to as the "Parties").

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RECITALS

WHEREAS, the County has received federal grants under the Second Chance Act to provide addiction recovery treatment and mental health services to incarcerated high risk offenders diagnosed with chronic substance abuse issues or dual disorders (substance abuse and mental health); and

WHEREAS, Delaware County, the fastest growing county in Ohio, has experienced two decades of steady increases in the jail population as well as a surge in drug crimes and arrests and has increased its capacity from 178 beds in 2010 to 286 beds in 2011 with many incarcerated individuals who are abusing substances or have dual disorders; and

WHEREAS, the Delaware County Jail has invited Recovery & Prevention Resources, with offices at 118 Stover Drive, Delaware, Ohio a state certified and nationally accredited behavioral health care provider with expertise in the treatment of the offender population, to provide addiction recovery and mental health treatment;

NOW, THEREFORE, the Parties hereby agree as follows:

Section 1 - Scope of Services

1.1 RPR will provide ODADAS/ODMH certified outpatient treatment services on site at the Delaware County Jail, including those services associated with the provision of anger management training, Moral Reconation Therapy (MRT), gender specific parenting training, and trauma-informed treatment for female inmates.

1.2 RPR will maintain certification from ODADAS and ODMH for these services. The Delaware County Jail will provide documents necessary for certification, including copies of Certificates of Use and Occupancy and current fire inspection reports.

1.3 RPR will provide appropriately-licensed therapists or counselors to provide the services and will provide them with clinical supervision in accordance with the applicable Standards.

1.4 The Delaware County Jail will provide safe, appropriate, and well-maintained office space for use by RPR staff for the provision of services. The Delaware County Jail will provide access to a telephone, fax machine, copier, and other general office equipment as necessary for RPR staff to complete their duties at no cost to RPR.

1.5 Delaware County Jail will refer to RPR for treatment of male and/or female inmates who have been screened as likely having a substance use and /or a dual disorder.

1.6 RPR will maintain its own clinical record on each inmate served in accordance with ODADAS/ODMH documentation standards.

1.6a Delaware County Jail will make available certain background and demographic information about program participants participating in services provided by RPR to facilitate development of clinical records in an efficient manner.

1.7 RPR will communicate with staff of the Delaware County Jail for relevant clinical information regarding the inmates served that might assist in the assessment and treatment of the inmates. RPR will abide by all Federal, State and local laws regarding the release of information.

1.8 RPR may participate in case staffing and conferences as invited and permitted by the Delaware County Jail.

1.9 The Delaware County Jail remains responsible for the behavioral management of the inmates in its care including those referred to RPR for alcohol and drug treatment and mental health services.

Section 2 — Compensation

Delaware County Jail will pay RPR for the services described herein and the required clinical supervision per ODADAS and ODMH standards in the amount of \$21,666.60 to be paid in monthly installments of \$1,805.55 for the 12-month duration of the MOU. The budget for the program established by this MOU is attached hereto as Exhibit A and, by this reference, fully incorporated herein.

Section 3 — Term

This MOU shall be effective from January 1, 2013 through December 31, 2013 and may only be amended or renewed upon mutual agreement in writing signed by both Parties.

Section 4 — insurance

4.1 General Liability Coverage: RPR shall maintain general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000.

4.2 Workers' Compensation Coverage: RPR shall maintain workers' compensation coverage as required by the laws of the State of Ohio.

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4.3 Additional Insured: Delaware County, its elected officials and employees, shall be named as additional insured with respect to all activities under this MOU in the policy required by Subsection 4.1.

4.4 Proof of Insurance: RPR shall, upon request, furnish Delaware County with properly executed certificates of insurance for all insurance required by this MOU and properly executed endorsements listing the additional insured as required in Subsection 4.3. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. RPR will replace certificates for any insurance expiring prior to completion of this MOU.

**Section 5 — Liability and Warranties**

To the fullest extent permitted by law, neither party shall be liable to the other for any incidental, indirect or consequential damages arising out of or connected in any way to this MOU. This mutual waiver shall include, but not be limited to, loss of profit, loss of business or income, or any other consequential damages that either party may have incurred from any cause of action whatsoever.

Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, RPR shall indemnify and hold free and harmless Delaware County and its elected officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that 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, to the proportionate extent caused by any negligent acts, errors or omissions of RPR, its employees and agents or any other person for whose acts any of them may be liable.

**Section 6 — Termination**

Either party may terminate this MOU by providing written notice thirty (30) days prior to the effective date of the termination. The County is not liable for payment for work performed after the date of termination.

**Section 7 — Miscellaneous Terms & Conditions**

7.1 Prohibited Interests: RPR agrees that no agent, officer, or employee of Delaware County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this MOU or the proceeds thereof. RPR further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this MOU, without the prior express written consent of Delaware County.

7.2 Independent Contractor: The Parties acknowledge and agree that RPR is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. RPR also agrees that, as an independent contractor, RPR assumes all responsibility for 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 or deliverables rendered hereunder.

7.3 Entire Agreement: This MOU, and all documents incorporated by reference, shall constitute the entire understanding and agreement between the County and RPR, 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.

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

7.5 Headings: The subject headings of the Sections and Subsections in this MOU are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This MOU shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

7.6 Waivers: No waiver of breach of any provision of this MOU shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this MOU or any other provision hereof. No term or provision of this MOU shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

7.7 Severability: If any item, condition, portion, or section of this MOU 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 MOU and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue in full force and effect.

7.8 Non-Discrimination/Equal Opportunity: RPR hereby certifies that, in the hiring of employees for the performance of work under this MOU that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the MOU relates.

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RPR further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this MOU on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

RPR certifies that it complies with all applicable laws regarding Non-Discrimination/Equal Opportunity and will not discriminate.

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

**RESOLUTION NO. 13-171**

**IN THE MATTER OF SUPPLEMENTAL APPROPRIATION AND APPROVING ADVANCE OF FUNDS FOR THE SHERIFF'S OFFICE LEAP FORWARD GRANT FOR 2012:**

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

**Supplemental Appropriations**

28631338-5004	Leap Forward Grant 2012/Overtime	\$ 32,659.00
28631338-5201	Leap Forward Grant 2012/General Supplies	\$ 9,000.00
28631338-5315	Leap Forward Grant 2012/Internet Aircards	\$ 12,000.00
28631338-5365	Leap Forward Grant 2012/Grant Related Services	\$ 46,112.00
28631338-5450	Leap Forward Grant 2012/Machinery & Equipment (>\$5,000)	\$ 65,318.20

**Advance of Funds**

<b>From</b>	<b>To</b>	
10011102-8500	28631338-8400	
Commissioners	Leap Forward Grant 2012/Advances In	\$ 123,816.90
General/Advances Out		

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

**RESOLUTION NO. 13-172**

**IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR SHERIFF'S OFFICE GRANTS:**

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

**Supplemental Appropriations**

28631335-5004	LEAP FORWARD GRANT 2011/OVERTIME	(6,034.00)
28631335-5260	LEAP FORWARD GRANT 2011/INVENTORIED EQUIPMENT	20,122.50
28631335-5315	LEAP FORWARD GRANT 2011/AIRCARDS	(548.71)
28631335-5330	LEAP FORWARD GRANT 2011/COMMUNICATION SERVICE	16.06
28631335-5365	LEAP FORWARD GRANT 2011/GRANT RELATED SERVICE	(16,477.90)
28631336-5001	2013 LEAP GRANT/COMPENSATION	(11,109.45)
28631336-5004	2013 LEAP GRANT/OVERTIME	(1,411.41)
28631336-5101	2013 LEAP GRANT/HEALTH INSURANCE	(2,280.00)
28631336-5102	2013 LEAP GRANT/WORKERS COMP	(125.16)
28631336-5120	2013 LEAP GRANT/OPERS	(1,752.97)
28631336-5131	2013 LEAP GRANT/MEDICARE	(199.45)

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

**RESOLUTION NO. 13-173**

**IN THE MATTER OF AWARDDING A CONTRACT TO B&K LEHNER EXCAVATING TO DEMOLISH THE RESIDENTIAL HOME AT 116 NORTH SANDUSKY STREET, DELAWARE (PARCEL 51943105026000) , WITH FUNDING FROM THE ATTORNEY GENERAL'S MOVING OHIO FORWARD DEMOLITION PROGRAM:**

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

WHEREAS, the Delaware County Board of Commissioners agreed to participate in the Moving Ohio Forward Demolition Program per Resolution 12-760, and

WHEREAS, the residential structure owned by Delaware County located at 116 North Sandusky Street was determined to be an eligible property following the county's request for demolition, environmental and historical

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studies, and title clearance, and

WHEREAS, the Ohio Regional Development Corporation sent out bid notices to known demolition companies on December 7, 2012, and Delaware County posted the request for bids on its website. The following bids were received then opened on December 21, 2012:

B&K Lehner Excavating	\$12,490
Schnees Excavating	\$28,480
Deer Creek Excavating	\$12,960, and

WHEREAS, the Economic Development Director and the Ohio Regional Development Corporation reviewed the bids and recommend the bid submitted by B & K Lehner Excavating, in the amount of \$12,490.00 as the lowest and best bid, and B&K Lehner Excavating is qualified and able to perform the demolition; and

WHEREAS, 116 North Sandusky Street is within the City of Delaware’s Downtown Core Historic Preservation District. and

WHEREAS, on November 28, 2012, the City of Delaware Historic Preservation Commission approved a Certificate of Appropriateness Demolition Permit to demolish the structure at 116 North Sandusky Street.

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio as follows:

Section 1. The Board of Commissioners approves the contract to B & K Lehner Excavating in the amount of \$12,490.

Section 2. That this resolution shall take effect and be in force immediately after its passage.

**CONTRACT AGREEMENT**

THIS AGREEMENT made this 21<sup>st</sup> day of February, 2013, by and between B & K Lehner Excavating hereinafter called the "Contractor" and Delaware County hereinafter called the "Owner".

WITNESSETH, that the Contractor and the Owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work.

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services including utility and transportation services, and perform and complete all work required for the demolition of the project; namely, 116 N. Sandusky St, Delaware, OH 43015, all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price.

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for General Demolition–1 site, namely 116 N. Sandusky St, Delaware, OH 43015, for the sum not to exceed Twelve Thousand Four Hundred Ninety Dollars (\$ 12,490.00).

ARTICLE 3. Contract.

The executed contract documents shall consist of the following:

- a. This Agreement
- b. General Conditions
- c. Scope of work
- d. Invitation for Bids
- e. Instructions to Bidders
- f. Signed copy of Bid
- g. Required Forms (attached)

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

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

**RESOLUTION NO. 13-174**

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**IN THE MATTER OF APPROVING THE SUPPLEMENTAL APPROPRIATION IN THE FY11 MITIGATION PLANNING GRANT (MPG):**

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

WHEREAS, the Delaware County Office of Homeland Security and Emergency Management was awarded a grant for the purpose of planning for mitigation purposes; and

WHEREAS, the local match will be covered by work of current EMA staff on the project;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approves the supplemental appropriations Org Key 21581307:

**Supplemental Appropriations**

21581307-5001	FY11 MPG/Compensation	\$ 4,469.15
21581307-5102	FY11MPG/Worker’s Comp	\$ 44.70
21581307-5120	FY11 MPG/OPERS	\$ 625.68
21581307-5131	FY11 MPG/Medicare	\$ 64.80

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

**RESOLUTION NO. 13-175**

**IN THE MATTER OF APPROVING THE AGREEMENT WITH FRANKLIN COUNTY FOR THE FY12 STATE HOMELAND SECURITY GRANT PROGRAMS (SHSGP):**

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

WHEREAS, the Delaware County EMA was able to secure a portion of a grant via regional collaboration; and

WHEREAS, the regional collaboration for this grant centers around Central Ohio Hazmat Team interoperability, specifically the need to calibrate a field spectrometer already purchased via a previous grant;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approves the following agreement.

**INTERGOVERNMENTAL AGREEMENT**

This Intergovernmental Agreement (“Agreement”) is made and entered into by and between the Franklin County Board of Commissioners and Delaware County, Ohio.

WHEREAS, Franklin County is responsible for the administration of the State Homeland Security grant funds from the Federal government, through the state of Ohio; and

WHEREAS, Delaware County is the recipient of a sub-grant award from the Franklin County Emergency Management and Homeland Security for SHSP funds, as more fully described below; and

WHEREAS, Franklin County and Delaware County desire to enter into this Agreement to provide for the administration of those sub-grant awards in order to expeditiously acquire and pay for the services and equipment sought to be obtained pursuant to the sub-grant award; and

WHEREAS, Revised Code § 307.15 provides the requisite authority for the parties to enter into this Agreement and perform the their respective obligations; and

WHEREAS, this Contract has been authorized by Resolution No. \_\_\_\_\_ of the Franklin County Board of Commissioners and Resolution No.13-175, passed the 21<sup>st</sup> day of February, 2013, by Delaware County.

NOW THEREFORE, in consideration of the premises and the mutual promises covenants and conditions contained herein, the parties hereto agree to the following:

1. Final approval for Delaware County’s requested FY12 State Homeland Security Grant Funds has been received from the Office of Domestic Preparedness and the Ohio Emergency Management Agency. The project description (the “Project”) and dollar amounts are listed in the Project Approval, attached hereto as Exhibit A and incorporated herein by this reference.

Franklin County shall be responsible for monitoring Delaware County’s compliance with this agreement.

2. Delaware County will procure the equipment and/or services specified in the Project award in a timely manner. Delaware County covenants and agrees that it will utilize any and all competitive selection processes as required by state law or its Charter and Ordinances. Prior to Franklin County Emergency Management and

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Homeland Security opening a purchase order to acquire the equipment/services, Delaware County shall submit a signed and completed procurement form.

3. Upon receipt and acceptance of the equipment and/or services, Delaware County shall forward the invoice and a completed Federal equipment inventory to Franklin County, to the attention of the Director of Franklin County Emergency Management and Homeland Security for payment. Franklin County shall process payment directly to vendor.
  4. The parties agree that Delaware County shall be the sole owner of any and all equipment purchased pursuant to this Agreement, and shall be solely responsible for requisite maintenance, insurance and upkeep. Franklin County shall have no obligation or responsibility for any maintenance of the equipment subject to this Agreement.
  5. This agreement shall commence December 1, 2012 and shall terminate on May 30, 2014 unless extended by a mutual agreement of the parties.
  6. The application for this Sub-grant submitted by the Delaware County to Franklin County Emergency Management and Homeland Security, and the Sub-grant Award, are incorporated into this agreement by reference.
  7. Delaware County hereby agrees to provide the services and achieve the objectives described in the attached application, and to adhere to all Standard Federal Sub-grant Conditions and Special Conditions of the Sub-grant Award. Further, Delaware County agrees to comply with Franklin County Emergency Management and Homeland Security State Homeland Security Grant's FY 2012 Award Terms and Conditions.
  8. Payments made by the County to the Vendor shall be made according to procedures stipulated by the Sub-grant Conditions, Standard Federal Sub-grant Conditions, and special Conditions of the Sub-grant Award.
  9. Delaware County shall allow access to any books, documents, papers, and records that are pertinent to the Sub-grant received, for the purposes of audit, evaluation, or examination, to the following entities:
    1. Franklin County Emergency Management and Homeland Security
    2. Dept. of Homeland Security
    3. Comptroller General of the United States
    4. Auditor of State of Ohio
    5. Franklin County Auditor
    6. Ohio Department of Public Safety, Emergency Management Agency
    7. Any other entity entitled by applicable law
- Records must be retained for a period of three (3) years following the final program termination date in accordance with Chapter 12 (Retention and Access Requirement for Records) of the Standard Federal Sub-grant Conditions of the Sub-grant Award. If any action involving the records has been started before the expiration of the three year period, the records must be retained until completion of the action or until the end of the three year period, whichever is later. Implementing Agency must also receive prior written approval from Franklin County Emergency Management and Homeland Security and the Franklin County Records Commission prior to the disposal of any Sub-grant records, documents, or files.
11. Either party may cancel completely the obligations delineated in this agreement by giving the other party thirty (30) days written notice.
  12. Upon breach of this agreement, the aggrieved party may terminate this agreement by giving thirty (30) days written notice to the breaching party.
  13. Absent breach, cancellation, modification, or termination by either party, this agreement shall be absolutely terminated on May 30, 2014, unless the Sub-grant period is changed and approved by a Sub-grant Adjustment Notice. Any request for a contract extension must be made in writing by Delaware County to Franklin County Emergency Management and Homeland Security at least sixty (60) days prior to the termination date.
  14. This contract is subject to amendments, modifications, or alterations anytime, provided such amendments, modifications, or alterations are agreed upon in their entirety by all parties hereto, and executed in accordance with applicable provisions of the Ohio Revised Code.
  15. This contract shall be construed, interpreted, and the rights of the parties determined, in accordance with the laws of the State of Ohio. A determination that any part of this agreement is invalid shall not invalidate or impair the force or effect of any other part thereof, except to the extent that such other part is wholly dependent for its operation upon the part so declared invalid.
  16. In the event that an authorized governmental agency or its agent having responsibility for conducting an audit of the Sub-grant disallows certain costs and requires that a refund be issued, Delaware County shall be responsible for providing the refund amount in full.

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

**RESOLUTION NO. 13-176**

**IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR OLENTANGY FALLS SECTION 3:**

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

Whereas, the construction of new sanitary sewers at Olentangy Falls Section 3 have been completed to meet sewer district requirements; and

Whereas, the sewer district has received the necessary items required by the subdivider's agreement; and

Whereas, the Director of Environmental Services recommends accepting sanitary sewers for ownership, operation, and maintenance by Delaware County as follows:

<b>Olentangy Falls Section 3</b>	3,488' feet of 8- inch sewer	\$198,122.50
	13- manholes	\$23,400.00

Therefore be it resolved, that the Board of Commissioners approve and accept the above sanitary sewers for ownership, operation, and maintenance by the Delaware County Sewer District.

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

**RESOLUTION NO. 13-177**

**IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER'S AGREEMENT FOR MEADOWS AT LEWIS CENTER SECTION 1, PHASE B, PART 2:**

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

Whereas, the Director of Environmental Services recommends approval of the Sanitary Subdivider's agreement;

Therefore, Be It Resolved the Board of Commissioners approve the Sanitary Subdivider's Agreement for the Meadows at Lewis Center Section 1, Phase B, Part 2:

**Meadows at Lewis Center Section 1, Phase B, Part 2**

**SUBDIVIDER'S AGREEMENT  
 DELAWARE COUNTY SANITARY ENGINEER**

THIS AGREEMENT executed on this 21st day of February 2013, by and between JONES/LEWIS CENTER L.L.C. herein after called "SUBDIVIDER", and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio, as evidenced by the Meadows at Lewis Center Section 1, Phase B, Part 2 Subdivision Plat filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, is governed by the following considerations and conditions, to wit:

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for Meadows at Lewis Center, Section 1, Phase B, Part 2, all of which are a part of this AGREEMENT. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

**OPTIONS:**

- (1) Should SUBDIVIDER elect to record the plat prior to beginning construction, SUBDIVIDER shall execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$39,645.36) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio.
- (2) Should SUBDIVIDER elect to proceed with construction prior to recording the plat, no approved financial warranties are necessary until such time as SUBDIVIDER elects to record the plat. At that time, the SUBDIVIDER shall execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction remaining to be completed as determined by the SANITARY ENGINEER.

The SUBDIVIDER hereby elects to use Option 2 for this project.

The SUBDIVIDER shall indemnify and save harmless the County, Townships and/or Villages and all of their officials, employees and agents from all claims, suits, actions and proceedings which may originate from or on



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account of any death, injuries or damages to persons or property received or sustained as a consequence of any action, or omissions of the SUBDIVIDER, and any of its contractors or sub-contractors, or from any material, method or explosive used in said work or by or on account of any accident caused by negligence or any other act or omission of SUBDIVIDER, and any of its contractors or the contractors' agents or employees.

All public improvement construction shall be performed within one (1) year from the date of the approval of this AGREEMENT by the COUNTY COMMISSIONERS, but extension of time may be granted if approved by the COUNTY COMMISSIONERS.

The SUBDIVIDER shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading the plans and specifications and shall have authority to execute the plans and specifications and alterations required by the COUNTY. The representative shall be replaced by the SUBDIVIDER, when in the opinion of the COUNTY, the representative's performance is deemed inadequate.

The SUBDIVIDER further agrees that any violations of or noncompliance with any of the provisions and stipulations of this AGREEMENT shall constitute a breach of contract, and the COUNTY shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this Subdivision.

Should the SUBDIVIDER become unable to carry out the provisions of this AGREEMENT, the SUBDIVIDER'S heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions, and requirements of this AGREEMENT.

#### SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall pay the DELAWARE COUNTY SANITARY ENGINEER three and one-half percent (3½%) of the estimated construction cost of the IMPROVEMENTS for plan review (\$1,387.59). The SUBDIVIDER shall also deposit with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$3,375.00 estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his or her sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his or her employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund has been depleted to a level of \$600.00 or less, as a result of charges against the same at the rate of:

INSPECTOR \$75.00 per hour  
CAMERA TRUCK \$150.00 per hour

for time spent by said SANITARY ENGINEER or his or her staff, the SUBDIVIDER shall make an additional deposit of \$600.00 to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.75 per foot of sewer which will be deducted to cover re-inspection.

The SUBDIVIDER, for a period of five (5) years after acceptance of the IMPROVEMENTS by the COUNTY, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a part of the IMPROVEMENTS shall be the same as new equipment warranties and shall be assigned to the COUNTY upon acceptance of the IMPROVEMENTS.

The SUBDIVIDER shall provide to the COUNTY all necessary easements or rights-of-way required to complete the IMPROVEMENTS, all of which shall be obtained at the expense of the SUBDIVIDER. All public sanitary sewers and private laterals to offsite properties shall have a recorded permanent, exclusive sanitary easement on file at the Delaware County Recorder's Office, the language of which shall be approved by the DELAWARE COUNTY SANITARY ENGINEER. The dimensions of all easements shall be as shown on the approved engineering drawings.

The COUNTY shall, upon certification in writing from the DELAWARE COUNTY SANITARY ENGINEER that all construction is complete according to the plans and specifications, by Resolution accept the IMPROVEMENTS described herein and accept and assume operations and maintenance of the same.

After said acceptance, the capacity charge shall be paid by the applicant upon request to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect the single family residence to the sanitary sewer. There are 15 single family residential connections approved with this agreement.

#### ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to DELAWARE COUNTY as required:

- (1) "as built" drawings of the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE

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COUNTY ENGINEER. The drawings shall be on reproducible MYLAR (full size), two paper copies (one full size & one 11"x17"), and a Compact Diskette with the plans in DWG format & PDF format.

- (2) An excel spreadsheet, from a template as provided by the DELAWARE COUNTY SANITARY ENGINEER, shall accompany the plan submittal showing the locations of the manholes in Ohio State Plane North Coordinates NAD 1983 (NAVD 1988 datum) and other miscellaneous project data.
- (3) an itemized statement showing the cost of IMPROVEMENTS
- (4) an Affidavit or waiver of lien from all Contractors associated with the project that all material and labor costs have been paid. The SUBDIVIDER shall indemnify and hold harmless the COUNTY from expenses or claims for labor or materials incident to said construction of the IMPROVEMENTS.
- (5) documentation showing the required sanitary sewer easements

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the DELAWARE COUNTY SANITARY ENGINEER a five (5) year maintenance Bond, or other approved financial warranties, equal to ten percent (10%) of the construction cost.

The SUBDIVIDER shall during the construction and maintenance periods, comply with all rules and regulations and conform to all procedures established by the COUNTY regarding submission of shop drawings, construction schedules, operation of facilities and other matters incident hereto.

The SUBDIVIDER shall obtain all other necessary utility services incident to the construction of said IMPROVEMENTS AND FOR THEIR CONTINUED OPERATION. The SUBDIVIDER shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the SUBDIVIDER and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the COUNTY.

IN CONSIDERATION WHEREOF, the DELAWARE COUNTY BOARD OF COMMISSIONERS hereby grants the SUBDIVIDER or its agent the right and privilege to make the IMPROVEMENTS stipulated herein and as shown on the approved plans.

Vote on Motion Mr. Stapleton Aye Mr. Merrell Aye Mr. O'Brien Nay

**RESOLUTION NO. 13-178**

**IN THE MATTER OF APPROVING A RESOLUTION AUTHORIZING THE 2013 DELAWARE COUNTY UNITED WAY CAMPAIGN:**

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

**United Way  
2013 Delaware County Campaign**

WHEREAS, every year the United Way of Delaware County conducts a fundraising campaign, on behalf of those members of the Delaware County community who have unmet needs, allowing every person donating to help impact many lives with a single donation or pledge; and

WHEREAS, Delaware County has more than 1100 employees who may be willing to give back to their community and who may appreciate an opportunity to contribute to this fund-raising effort through county-sanctioned activities and/or a payroll deduction plan; and

WHEREAS, a member of the Delaware County Board of Commissioners is willing to serve as the Honorary Campaign Chair for 2013 and county employees are willing to serve on a Campaign Planning Committee;

NOW THEREFORE, the Board of Commissioners of Delaware County, Ohio hereby resolve to authorize the 2013 United Way Campaign and hereby approves the involvement of county employees in the fundraising activities of the campaign that is scheduled from March 6 through 20, 2013 and requests the cooperation of the County Auditor in establishing a payroll deduction plan in conjunction with this campaign.

Vote on Motion Mr. O'Brien Aye Mr. Merrell Abstain Mr. Stapleton Aye

**RESOLUTION NO. 13-179**

**IN THE MATTER OF AUTHORIZING THE AMENDMENT TO DELAWARE COUNTY'S GROUP LIFE INSURANCE CONTRACT WITH THE PRUDENTIAL INSURANCE COMPANY OF AMERICA:**

It was moved by Mr. Stapleton, seconded by Mr. Merrell to authorize the following amendment:

Whereas, the Assistant County Administrator/ Director of Administrative Services recommends authorizing the amendment to Delaware County's Group life insurance contract;

Therefore Be It Resolved, the Board of Commissioners authorize the amendment to Delaware County's Group

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Life Insurance Contract with The Prudential Insurance Company Of America.

**AMENDMENT TO GROUP CONTRACT NO. DG-92967-OH**

By their signatures below, the Contract Holder and Prudential agree that the Group Contract is changed as follows:

The insurance form listed in Column I below is attached to this Amendment; it forms part of the Group Contract as of its Effective Date. The form listed in Column I replaces, as of its Effective Date, the corresponding insurance form listed in Column II.

Column I

83500 SCH 1001 (S-1)(DG-92967-OH) effective January 1, 2013

Column II

83500 SCH 1001(S-1 )(DG-92967-OH) effective January 1, 2010

DELAWARE COUNTY, OHIO –  
(Contract Holder)

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA  
(Vice President Contracts)

Schedule of Plans

Effective Date: January 1, 2013

Group Contract No.: DG-92967-0H

This Schedule of Plans sets forth the Plan of Benefits that applies to each Covered Class under the Group Contract listed below as of the Effective Date. The Plan of Benefits for a Covered Class is determined by: (1) the Group Insurance Certificates that apply to the Covered Class; and (2) any modification to those Certificates, provided the modification is listed below or included in an amendment to the Group Contract. A copy of each Certificate and any modification to it are attached to the Group Contract and made a part of it.

Covered Class:

All Employees included in the Covered Classes of the Group Insurance Certificate(s) listed below.

Plan of Benefits that Applies to this Covered Class:

(1) The Coverage(s) described in the Group Insurance Certificate prepared for the Group Contract shown above:

- A) With the Program Date of January 1, 2013; and
- B) Bearing the code "92967, BGL-BADD, All Employees, Ed 12-2012,5".

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

**COMMISSIONERS' COMMITTEES REPORTS**

**Commissioner Stapleton**

**-Attended MORPC Meeting; Announced Local Funding (Delaware Projects Include Powell Road Near Zoo; A South Old State Project And A Polaris Parkway Project)**

**-Attended A CCAO Board Meeting; Concerns On The Sales Tax Issues In The Proposed Governor's Budget**

**-Community Authorities-Article In Dispatch; Proposed Having Economic Development Director To Look Into Status Of Ones In Delaware County**

**Commissioner Merrell**

**-Attended And Participated In DKMM Meeting; Grant Approvals**

**-Attended A CCAO Meeting; -Concerns On The Sales Tax issues In The Proposed Governor's Budget**

**-JFS One-Stop-Shop Tour**

**Commissioner O'Brien**

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

**-Concerns On The Sales Tax issues In The Proposed Governor's Budget**

**RESOLUTION NO. 13-180**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE FOR CONSIDERATION OF  
EMPLOYMENT; DISCIPLINE; PROMOTION; COMPENSATION OF A PUBLIC EMPLOYEE OR  
PUBLIC OFFICIAL:**

It was moved by Mr. Stapleton, seconded by Mr. Merrell to adjourn into Executive Session at 10:18AM.

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

**RESOLUTION NO. 13-181**

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

It was moved by Mr. Stapleton, seconded by Mr. Merrell to adjourn out of Executive Session at 11:05AM.

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

There being no further business, the meeting adjourned.

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Gary Merrell

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Ken O'Brien

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Dennis Stapleton

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Jennifer Walraven, Clerk to the Commissioners