

COMMISSIONERS JOURNAL NO. 58 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD MARCH 18, 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

- 9:00 AM Special Session for Joint Board Of The Delaware County And Union County Boards Of Commissioners; Drainage Petition Filed By The City Of Columbus Department Of Public Utilities
- 1:30 PM Viewing For The Hardin #267 Watershed Area Drainage Improvement; (near 5321 Liberty Rd. Powell, OH)
- 6:00 PM Final Hearing For The Hardin #267 Watershed Area Drainage Improvement

RESOLUTION NO. 13-267

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MARCH 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 March 14, 2013; 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. Merrell Aye Mr. Stapleton Aye Mr. O'Brien Aye

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 13-268

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0315:

It was moved by Mr. Stapleton, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0315 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Line Account	Line Amount
JOBS AND FAMILY SERVICES – SERVICES AND CHARGES				
R1302804	NORTHOODS CONSULTING PARTNERS INC	NON-COLLABOR8 PHASE 3 MIGRATION PROJECT	22411605-5320	49,740.00
R1303187	BOARD OF DEVELOPMENTAL DISABILITIES	CLUSTER AGREEMENT	22511607-5342	7,500.00
FACILITIES MANAGEMENT – CAPITAL EQUIPMENT				
R1303222	SUPERIOR PETROLEUM EQUIPMENT LLC	(2) DISPENSERS FOR SERVICE CENTER	41711436-5450	15,000.00
SANITARY ENGINEER – MATERIAL AND SUPPLIES				
R1303183	M TECH COMPANY	TEST GAS 4 WAY MIX	66211901-5201	284.00
R1303183	M TECH COMPANY	PORTABLE METERS – COLLECTION	66211901-5250	3,903.00
R1303183	M TECH COMPANY	CALIBRATION STATION – COLLECTION	66211901-5260	1,613.00
SANITARY ENGINEER – SERVICES AND CHARGES				
R1303142	FLOWLINE LLC	WORK TO REPAIR NON-POT LEAK	66211904-5328	10,000.00

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AROUND BLOWER BUILDING

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

RESOLUTION NO. 13-269

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Child Support Enforcement Agency is requesting that Joyce Bowens attend a Columbus District Meeting in Lancaster, Ohio March 20, 2013; at the cost of \$15.00 (fund number 23711630).

The Child Support Enforcement Agency is requesting that Aaron Howard and Erynn Ringle and Sharon Cole attend an Interstate Initiating Training in Columbus, Ohio June 14, 2013; at no cost.

The Child Support Enforcement Agency is requesting that Aaron Howard and Erynn Ringle and Sharon Cole attend an Interstate Procedure Training in Columbus, Ohio June 12, 2013; at no cost.

The Child Support Enforcement Agency is requesting that Aaron Howard and Erynn Ringle and Sharon Cole attend an Interstate Responding Training in Columbus, Ohio June 26, 2013; at no cost.

The Engineer's Office is requesting that Phil Viers, Jim Druma, JR Yates, Randy Wilgus and Mike Foreman attend a 2013 Bridge Workers and Supervisor Conference in Mt Sterling, Ohio April 9-10, 2013; at the cost of \$1,310.00 (Fund Number 29214001).

The Veterans Services Commission is requesting that Don DeShazo attend a National Association of County Veterans Services Office Annual Training Conference in Reno, Nevada June 2-8, 2013; at the cost of \$1,972.00 (fund number 10062601).

The Administrative Services Department is requesting that Alison Miller and Christine Shaw attend an Ohio County Archivists and Records Managers Association Spring Meeting in Columbus, Ohio April 12, 2013; at the cost of \$48.00 (fund number 10011103).

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

RESOLUTION NO. 13-270

IN THE MATTER OF APPROVING A SPEED LIMIT REDUCTION ON LEWIS CENTER ROAD (CR #106) FROM ROME CORNERS ROAD (CR #039) TO STATE ROUTE 3:

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

WHEREAS, a request has been made by the Delaware County Engineer, Delaware, Ohio that the statutory vehicular speed established by Section 4511.21, Revised Code of Ohio, is greater than that considered to be safe and reasonable on Lewis Center Road (CR #106) from Rome Corners Road (CR #039) to State Route 3 in Delaware County, Ohio; and,

WHEREAS, the Delaware County Engineer has caused to be made an engineering and traffic investigation upon the section of road described above; and,

WHEREAS, it is the belief of the Delaware County Engineer that such investigation confirms that, due to several factors identified within such investigation (minimal shoulder width, road width, accidents, and development), the allegation that the statutory speed limit of 55 is unrealistic upon the section of road; and,

WHEREAS, the Delaware County Engineer has brought such findings to the Delaware County Board of Commissioners of Delaware County, Ohio to request that the Board, by virtue of Section 4511.21, Revised Code of Ohio, request that the Director of the Ohio Department of Transportation review the engineering and traffic investigation and to determine and declare a reasonable and safe prima facie speed limit of 45 miles per hour on Lewis Center Road (CR #106) from Rome Corners Road (CR #039) to State Route 3 in Delaware County, Ohio;

Now Therefore Be It Resolved, that when Delaware County is advised that the Director of Transportation has determined and declared a reasonable and safe speed limit on the section of road described above, standard signs properly posted and giving notice thereof will be erected.

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

RESOLUTION NO. 13-271

IN THE MATTER OF AWARDING THE BID AND APPROVING THE CONTRACT BETWEEN THE

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DELAWARE COUNTY BOARD OF COMMISSIONERS AND LINDSAY PRECAST, INC. FOR THE PROJECT KNOWN AS DELAWARE COUNTY BOX CULVERT SUPPLY CONTRACT NO. 2013-1:

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

Delaware County Box Culvert Supply Contract No. 2013-1:

As the result of the above referenced bid opening, The Engineer recommends that a bid award be made to Lindsay Prcecast, Inc., the low bidder for the project per the Bid Tabulation.

CONTRACT

THIS AGREEMENT is made this 18th day of March, 2013 by and between **Lindsay Precast, Inc., 6845 Erie Avenue, Canal Fulton, Ohio 44614**, hereinafter called the "Contractor" and the Delaware County Commissioners, hereinafter called the "Owner".

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 construction of the improvements embraced in the project named "**Precast Box Culvert Supply Contract No. 2013-1**", and required supplemental work for the project 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 the respective items of work completed for the sum not to exceed **One Hundred Three Thousand Eight Hundred Ninety-Two Dollars (\$103,892.00)**, subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation to Bid
- d. Instructions to Bidders
- e. Signed copy of bid
- f. Work Specifications (including all plans, drawings, etc.)
- g. Specifications – General Provisions
- h. Federal and State Requirements

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. Stapleton Aye Mr. O'Brien Aye Mr. Merrell Aye

RESOLUTION NO. 13-272

IN THE MATTER OF APPROVING A CORRECTION TO RESOLUTION NO. 13-222 FOR THE TITLE IV-D CONTRACT BETWEEN THE CHILD SUPPORT ENFORCEMENT AGENCY AND THE SHERIFF'S OFFICE:

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

Whereas, the Director of the Child Support Enforcement Agency recommends approval of the following correction to the Title IV-D contract for the Sheriff's Office;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the following correction to the Title IV-D contract for the Sheriff's Office.

Sheriff's Office

4A. Unit Rate: The Unit Rate for this IV-D Contract is \$58.68 per Unit of Service as determined by:

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5A. Payments for all services provided in accordance with the provisions of this IV-D Contract are contingent upon the availability of the non-federal share and FFP reimbursement, as follows:

	Amount	Source
Non-Federal Share	\$41,500.88	Local Sources
FFP Reimbursement	\$80,560.53	
Total IV-D Contract Cost	\$122,061.41	

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

Retirement Tribute, Rose Lori Powers, Department of Job and Family Services

RESOLUTION NO. 13-273

IN THE MATTER OF AMENDING THE CHILD PLACEMENT SERVICES CONTRACT BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND ADRIEL SCHOOL, INC:

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

Whereas, Delaware County contracts with Child Care Placement providers in accordance with state and federal regulations, and

Whereas, the Director of Job & Family Services recommends approval of the following contract amendment;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the following contract amendment with Adriel School, Inc.:

**AMENDMENT TO CONTRACT
For
Child Placement and Related Services
AMENDMENT NO. 1**

This is an Amendment for the Contract for Child Placement and Related Services between the Delaware County Department of Job and Family Services, a department of the Delaware County Commissioners, and Adriel School, Inc., entered into on the first day of July, 2012.

- I. Article IV. Reimbursement for Placement Services: Changes the amount reimbursable under the contract from \$115,000.00 to \$140,000.00.

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

RESOLUTION NO. 13-274

IN THE MATTER OF APPROVING A NORTHWOODS CONSULTING PARTNERS, INC. AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE DEPARTMENT OF JOB AND FAMILY SERVICES FOR THE COLLABOR8:

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

Whereas, the Director Of Jobs & Family Services recommends approval of the agreement;

Therefore, be it resolved, that the Delaware County Board Of Commissioners approve the Northwoods Consulting Partners, Inc. Agreement For Professional Services Between For The Collabor8.

**NORTHWOODS CONSULTING PARTNERS, INC.
AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement for Professional Services (hereinafter referred to as "Agreement") is made and entered into this 18TH day of March 2013, by and between Northwoods Consulting Partners, Inc., an Ohio corporation with its principal offices at 5815 Wall Street, Dublin, Ohio 43017, USA, (hereinafter referred to as "Northwoods"), and Delaware County Department of Job & Family Services, with its principal offices at 140 North Sandusky Street, 2nd Floor, Delaware, Ohio 43015 (hereinafter referred to as "County"). Collectively, Northwoods and the County maybe referred to as the "Parties" or individually as a "Party."

RECITALS

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WHEREAS, the Parties desire to enter into this business relationship according to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and intending to be legally bound, the parties hereto agree as follows:

1. Services

Northwoods shall provide County with advice and consultation services ("Services") in the form and manner specified in the Statement of Work ("SOW"), attached hereto as Exhibit A and made a part hereof. The SOW shall incorporate the terms and provisions of this Agreement. In the event the SOW provides additional and/or conflicting terms to this Agreement, the terms of this Agreement shall prevail.

2. Payment.

All Services will be billed on a time and materials basis at a rate of Two Hundred Five and 00/100 Dollars per hour (\$205/hr). Northwoods estimates the Services outlined in the SOW will require Two Hundred Twenty-Eight (228) professional services hours to complete. Northwoods will bill for actual hours worked, but will stop all work once Two Hundred Twenty-Eight (228) hours has been reached. At that point, work will proceed only upon written authorization of the County in the form of a contract amendment or purchase order. By the fifteenth (15th) Business Day of each month, Northwoods shall submit an invoice to County for the amount that must be paid for the previous month's services. "Business Day" means any day of the year except a Saturday, Sunday, or day on which banks are authorized or required to close in Columbus, Ohio. Payment will be due within thirty (30) days after County receives the invoice.

3. Term & Termination

Either Party may terminate this Agreement or any SOW, in whole or in part, for its convenience upon ten (10) days prior written notice. Northwoods shall be entitled to payment for the Services completed and expenses incurred as of the date of termination or cancellation. So long as County has paid for such Work, County shall be entitled to receive all Work in progress or completed as of the date of termination or cancellation. Either Party may cancel this Agreement immediately, in whole or in part, for default, material breach, insolvency, bankruptcy, inability to pay debts, or similar financial circumstances by the other. If the default or breach is reasonably capable of cure, the non-defaulting Party shall give the other Party written notice and a reasonable opportunity to cure.

4. Suspension

County has the right, at its sole option, to issue to Northwoods a Notice of Suspension of Work. In the event of a suspension of project work, Northwoods shall be paid for those services provided up to the time of suspension. Any Notice of Suspension, whether with or without cause, will be effective immediately on Northwoods' receipt of the written Notice.

5. Warranty

Each Party warrants that: (i) it has the right and power to enter into this Agreement, (ii) an authorized representative has executed this Agreement, and (iii) it will comply with any applicable laws and regulations pertaining to this Agreement and the provision of Services. Northwoods warrants that the Services will be performed in a professional and workmanlike manner in accordance with recognized industry standards. NORTHWOODS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY (BY ANY TERRITORY OR JURISDICTION) TO THE EXTENT PERMITTED BY LAW, AND FURTHER NORTH WOODS EXPRESSLY EXCLUDES ANY WARRANTY OF NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY TO THE EXTENT PERMITTED BY LAW.

6. Limitation of Liability

NORTHWOODS' MAXIMUM LIABILITY FOR ANY ACTION ARISING UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, SHALL BE LIMITED TO THE AMOUNT OF SERVICES FEES PAID OR PAYABLE BY COUNTY FOR THE SERVICES FROM WHICH THE CLAIM AROSE. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOST DATA OR LOST PROFITS, HOWEVER ARISING, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES AGREE TO THE ALLOCATION OF RISK SET FORTH HEREIN.

7. Ownership and Use of Information and Materials

a. Rights to Development. Any expression of Northwoods' findings, analyses, conclusions, opinions, recommendations, ideas, techniques, know-how, designs, programs, enhancements, software, and other technical information (individually referred to as a "Work" or collectively, the "Works" or "Work Product") provided to County by Northwoods in the course of performing consultation Services hereunder are the property of Northwoods and are licensed to County, without further license fees; provided, however, to the extent such Work Product provided to County by Northwoods contains County's Confidential Information, County shall retain title to such Confidential Information.

b. License to Northwoods Materials. "Licensed Northwoods Materials" shall mean Northwoods Materials

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which are incorporated in any of the Works. Upon payment of all fees associated with a Work or Works, Northwoods hereby grants County a nonexclusive, irrevocable, world-wide, perpetual, fully paid up and royalty-free license to use, copy, modify, maintain, support, and create derivative works of the Licensed Northwoods Materials solely in conjunction with such Works for County's internal business purposes. In no event will this license extend to any products on Northwoods' commercial pricelist.

c. Survival. The terms of this Section 7 shall survive termination of this Agreement.

8. This Agreement shall be binding upon all parties hereto and upon their respective heirs, executors, administrators, successors, and assigns.

9. This Agreement shall not be modified in any manner except by an instrument, in writing, executed by all parties to this Agreement.

10. This Agreement and any claim, action, suit, proceeding, or dispute arising out of this Agreement shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the State of Ohio without regard to its conflicts of laws provisions. Venue and jurisdiction for any action, suit, or proceeding arising out of this Agreement shall vest exclusively in the federal or state courts of general jurisdiction in Franklin County, Ohio.

11. If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

12. Nothing in this Agreement is intended to, or shall be deemed to constitute a partnership, association or joint venture between the parties in the conduct of the provisions of this Agreement. Northwoods shall at all times have the status of an independent contractor.

13. If by reason of force majeure either party is unable in whole or in part to act in accordance with this Agreement, the party shall not be deemed in default during the continuance of such inability. The term force majeure" as used herein shall include without limitation: acts of God; strikes or lockout; acts of public enemies; insurrections; riots; epidemics; lightning; earthquakes; fire; storms; flood; washouts; droughts; arrests; restraint of government and people; civil disturbances; and explosions. Each party, however, shall remedy with all reasonable dispatch any such cause to the extent within its reasonable control which prevents the party from carrying out its obligations contained herein.

14. Any waiver by either party of any provision or condition of this contract shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.

15. This Agreement sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to the subject matter contained herein. Neither party has relied upon any such prior or contemporaneous communications.

16. This Agreement may be executed in one or more identical counterparts, each of which shall be deemed an original but all of which together shall constitute but one and the same instrument.

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

RESOLUTION NO. 13-275

IN THE MATTER OF APPROVING THE SUPPLEMENTAL APPROPRIATION IN THE FY11 CITIZEN CORPS PROGRAM GRANT (CCP) AND RENAMING OF ORG KEY 21581308:

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 recently awarded a competitive grant for the purpose of promoting citizen preparedness; and

WHEREAS, the grant has no local match;

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

Org Key 21581308 FY11 CCP

- 4509 – Federal Grants A - \$14,700
- 5001- Compensation - \$12,623.44
- 5120 – OPERS - \$1,767.28
- 5131 – Medicare - \$183.04

