

**COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 2, 2019**

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

**Present:**  
**Barb Lewis, President**  
**Jeff Benton, Vice President**  
**Gary Merrell, Commissioner**

**1**  
**RESOLUTION NO. 19-402**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD APRIL 29, 2019:**

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on April 29, 2019; 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              Mrs. Lewis              Aye              Mr. Benton              Aye

**2**  
**PUBLIC COMMENT**

**3**  
**RESOLUTION NO. 19-403**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0501, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0501:**

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0501, memo transfers in batch numbers MTAPR0501 and Purchase Orders as listed below:

<u>Vendor</u>		<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b>				
<b>PR Number</b>	<b>Vendor Name</b>	<b>Line Description</b>	<b>Line Account</b>	<b>Amount</b>
R1903031	BUCKEYE POWER SALES CO INC	MAINTENANCE CONTRACT	10011105 - 5325	\$13,500.00

Vote on Motion                      Mrs. Lewis              Aye              Mr. Merrell              Aye              Mr. Benton              Aye

**4**  
**RESOLUTION NO. 19-404**

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

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

The Code Compliance Department is requesting that Duane Matlack attend an Association of State Floodplain Managers (ASFPM) National Conference in Cleveland, Ohio from May 18-23, 2019 at the cost of \$975.00 (fund number 10011301).

The Emergency Medical Services Department is requesting that Captain Joe Farmer attend an Ohio CARES resuscitation academy in Columbus, Ohio on May 17, 2019 at no cost.

Vote on Motion                      Mr. Benton              Aye              Mr. Merrell              Aye              Mrs. Lewis              Aye

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RESOLUTION NO. 19-405

**IN THE MATTER OF GRANTING ANNEXATION PETITION, FROM AGENT FOR THE PETITIONER, JEFFREY W. SHARP, REQUESTING ANNEXATION OF 8.900 ACRES OF LAND IN BERKSHIRE TOWNSHIP TO THE VILLAGE OF GALENA:**

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

WHEREAS, on April 4, 2019, the Clerk to the Board of the Delaware County Commissioners received an annexation petition filed by Jeffrey W. Sharp, agent for the petitioners, of 8.900 acres, more or less, from Berkshire Township to the Village of Galena; and

WHEREAS, pursuant to section 709.023 of the Revised Code, if the Municipality or Township does not file an objection within 25 days after filing of the annexation petition, the Board at its next regular session shall enter upon its journal a resolution granting the proposed annexation; and

WHEREAS, 25 days have passed and the Clerk of the Board has not received an objection from the Village of Galena or the Township of Berkshire;

NOW, THEREFORE, BE IT RESOLVED the Delaware County Board of Commissioners grants the annexation petition request to annex 8.900 acres, more or less, in Berkshire Township to the Village of Galena.

Vote on Motion                      Mr. Merrell              Aye              Mr. Benton              Aye              Mrs. Lewis              Aye

6

RESOLUTION NO. 19-406

**IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE TRIDENT GROUP, LLC FOR ITB #19-01 SECURITY SERVICES FOR DELAWARE COUNTY:**

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

WHEREAS, the Director of Facilities recommends approval of the contract with the Trident Group, LLC for ITB #19-01 Security Services for Delaware County;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the contract with Trident LLC for ITB #19-01 Security Services for Delaware County:

**CONTRACT**

This Contract made by and between:

**Trident Security, LLC  
6707 Hariott Rd.  
Powell, OH 43065**

(the "Contractor") and the Delaware County Board of Commissioners (the "Owner").

In consideration of the mutual promises herein contained, the Delaware County Board of Commissioners and the Contractor agree as set forth below:

**ARTICLE 1**

1.1 The Contractor shall provide the goods and/or services described in the Bid Documents, **which are hereby incorporated by reference**, and as necessary to produce the results intended by the Bid Documents for:

**ITB #19-01 PROFESSIONAL SECURITY SERVICES**

**ARTICLE 2**

2.1 The Owner shall pay the Contractor for the performance of this Contract, subject to terms and conditions as provided in the Bid Documents, at an estimated annual value of Three Hundred Forty Thousand dollars (\$340,000.00), based upon the unit pricing and discount percentage set forth in the Bid Documents, submitted by the Contractor and opened on March 20, 2019.

2.2 The Contract Price shall be paid in current funds by the Owner upon payment requests issued by the Contractor as goods and/or services are provided and approved by the Owner as provided in the Bid Documents.

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**ARTICLE 3**

3.1 The original term of this contract shall be for three (3) years, beginning May 1, 2019, and ending April 30, 2022.

3.2 This Contract may be renewed at the end of the original period or any renewal period for up to three (3) additional one (1) year periods, if agreed upon in writing by both parties.

3.3 The Owner may, at its sole option, terminate this Contract with the contractor upon thirty (30) days written notice of its intent to do so. Furthermore, it is understood and agreed that should the Contractor fail to provide the quality of goods and/or service(s) as specified in the bid instructions, such failure shall constitute a breach of this Contract. Upon a breach of the Contract, the Owner may, at its sole option, terminate this Contract with the Contractor effective immediately upon written notice of its intent to do so. The Owner shall not be liable for payment of goods or services provided after the effective date of termination.

**ARTICLE 4**

4.1 This Contract shall embody the entire understanding of the parties and form the basis of the Contract between the Owner and the Contractor. The Bid Documents shall be considered to be incorporated by reference into this Contract as if fully rewritten herein, and made a part hereof. This Contract, along with all documents incorporated by reference, 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.

4.2 The Contract and any modification, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio. Any legal action arising pursuant to this Contract shall be filed in and heard before the courts of Delaware County, Ohio.

4.3 If any term or provision of the Contract, or the application thereof to any person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.

4.4 To the fullest extent permitted by law, the Contractor shall indemnify, save and hold the Owner, its officers, agents, servants, and employees free and harmless of all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the Contractor's performance of this Contract. The Contractor shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the Owner by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees. No employee of the Contractor shall at any time be considered an agent or employee of the Owner.

4.5 Insurance:

4.5.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence with an annual aggregate of not less than \$2,000,000, including coverage for subcontractors, if any.

4.5.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles.

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

4.5.4 Additional Insureds: The County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Contract in the policies required by Subsection 4.5.

4.5.5 Proof of Insurance: Prior to the commencement of any work under this Contract, Contractor shall furnish the County with properly executed certificates of insurance for all insurance required by this Contract. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of work under this Contract.

4.6 No waiver of breach of any provision of this Contract shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Contract or any other provision hereof. No term or provision of this Contract 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

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expressly states an intention to waive another specific term or provision or future breach.

4.7 For all services being provided under this Contract, the Owner shall have the right and Contractor agrees to allow the inspection and examination of any and all books, accounts, invoices, records, writings, or documentation of any type and in any form which it maintains in relation to performing said services

4.8 The Contract shall be binding on the Contractor and the Owner, their successors and assigns, in respect to all covenants and obligations contained in the Contract, but the Contract may not be assigned by the Contractor without the prior written consent of the Owner.

4.9 Contractor certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

**ARTICLE 5**

5.1 It is expressly understood by the Contractor that none of the rights, duties and obligations described in the Contract shall be valid and enforceable unless the Delaware County Auditor first certifies funds are available.

5.2 The Contract shall become binding and effective upon the completion of 5.1 and execution by the Owner.

**ARTICLE 6**

6.1 This Contract has been executed in several counterparts, each of which shall constitute a complete original Contract, which may be introduced in evidence or used for any other purpose without production of any other counterparts.

Vote on Motion                      Mr. Merrell              Aye              Mrs. Lewis              Aye              Mr. Benton              Aye

**7**

**RESOLUTION NO. 19-407**

**IN THE MATTER OF APPROVING A CONTRACT WITH CENTRAL OHIO CONTRACTORS, INC. FOR DELAWARE COUNTY SOLID WASTE TRANSFER STATION OPERATION, HAULING AND DISPOSAL SERVICES:**

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

WHEREAS, the Sanitary Engineer recommends approval of an agreement with Central Ohio Contractors, Inc., to perform the Delaware County Solid Waste Transfer Station Operation, Hauling and Disposal Services;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio, hereby approves the following agreement with Central Ohio Contractors, Inc.:

**DELAWARE COUNTY SOLID WASTE TRANSFER STATION  
OPERATION, HAULING AND DISPOSAL SERVICES CONTRACT**

**Section 1 - Parties to the Agreement**

This Agreement is made and entered into this 2<sup>nd</sup> day of May, 2019 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 ("County"), and Central Ohio Contractors, Inc., 2879 Jackson Pike, Grove City, Ohio 43123 ("Contractor") (hereinafter collectively referred to as the "Parties").

**Section 2 - Contract Administrator**

The Delaware County Board of Commissioners hereby designates the Delaware County Sanitary Engineer as Administrator and agent of the Board for Work performed in accordance with this Agreement. The Administrator shall have general supervision of the Work and authority to order commencement or suspension thereof.

**Section 3 - Scope of Services (Work)**

Contractor agrees to furnish, unto the County, operation, hauling and disposal services for the Delaware County Solid Waste Transfer Station in accordance with the Scope of Services attached hereto and, by this reference, hereby made part of this Agreement ("Work"). Contractor shall perform the Work in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

**Section 4 - Term**

This Agreement shall be in effect from June 1, 2019 to May 31, 2020, subject to termination or suspension as provided in Section 9 hereof.

**Section 5 - Tipping Fees**

The tipping fees for Municipal Waste and Construction & Demolition Debris shall be as follows during the

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term of this Agreement (6/1/19 – 5/31/20):

Commercial and Non-Commercial Users:

Municipal Waste = \$59.35 per ton

Construction Debris = \$47.31 per ton

Minimum Charge - Non-Commercial:

Municipal Waste = \$19.78 per CY or \$59.35 per ton

Construction and Demolition Debris = \$15.77 per CY or \$47.31 per ton

Miscellaneous Charges:

Car & Pick-up Tires = \$8.00 each or \$12.00 on rim

Semi-Truck Tires = \$13.50 each or \$23.00 on rim

Tractor Tires = \$30.00 each or \$56.00 on rim

Large Appliances = \$0.00 each

Hot Water Heaters = \$0.00 each

Refrigerators = \$45.32 each

Air Conditioners = \$45.32 each

Note - All appliances with Freon will be charged \$45.32 each

**Section 6 - Payment of County Surcharge**

A seven percent (7%) surcharge (County Surcharge) will be placed on the aggregate of the operational, hauling, disposal and pass-through fees. The Contractor will pay the County Surcharge for all fees collected during one month to the County by the tenth (10th) day of the following month. A late fee of ten percent (10%) of the previous month's collected fee will be assessed to the Contractor if not paid by the payment deadline.

**Section 7 - Insurance**

- 7.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.3 Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.4 Umbrella Liability Coverage: Contractor shall maintain an umbrella liability insurance of \$10,000,000.
- 7.5 Additional Insureds: The County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 7.1 and 7.2. Contractor shall require all of its subcontractors to provide like endorsements.
- 7.6 Proof of Insurance: Prior to the commencement of any work under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement and properly executed endorsements listing the additional insured as required in Subsection 7.4. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of work under this Agreement.

**Section 8 - Liability and Warranties**

Except as set forth herein, and 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 the Work or this Agreement. 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, the Contractor shall indemnify and hold free and harmless the County and its employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities caused by the negligence of the Contractor's employees 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, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders, to the proportionate extent caused by any negligent acts, errors or omissions of the Contractor, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable, except for conditions existing on the property at the time of the signing of this contract.

The County hereby represents and warrants that all actions necessary to legally enter into this Agreement have been taken by the County, its officers, agents and employees.

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**Section 9 - Suspension or Termination of Agreement**

The County may suspend or terminate this Agreement for cause with 30 days written notice to Contractor setting out the reason for the termination or suspension. Contractor will have 60 days to cure any claimed default set out in the notice or, if such default cannot be cured within the 60 day time period, such reasonable time period as is necessary.

The Parties mutually acknowledge that the County is in the process of soliciting proposals for the design-build and operation of a new solid waste transfer facility and that it may become necessary for operation to transfer to the new operator during the stated term of this Agreement. Accordingly, the County may terminate this Agreement for convenience with 90 days written notice to Contractor. Upon delivery of such notice, the Contractor shall continue the Work and reasonably cooperate with the County to transfer the Work to the new operator through the effective date of termination.

**Section 10 - Change in Scope of Work**

In the event that significant changes to the Scope of Services as defined in Section 3 are required during performance of the Work, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall be approved by both parties in writing.

**Section 11 - Miscellaneous Terms & Conditions**

- 11.1 Prohibited Interests: Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor 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 Agreement, without the prior express written consent of County.
- 11.2 Entire Agreement: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Contractor, 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.
- 11.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 11.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- 11.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement 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.
- 11.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 11.7 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, 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 Agreement relates.

Contractor 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 Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

Contractor certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.

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

11.8 Independent Contractor: The Parties acknowledge and agree that Contractor 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. Contractor also agrees that, as an independent contractor, Contractor 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. **Contractor hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Vote on Motion            Mrs. Lewis            Aye            Mr. Merrell            Aye            Mr. Benton            Aye

**8  
RESOLUTION NO. 19-408**

**IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR NORTHSTAR GOLDWELL NEIGHBORHOOD SECTION 1:**

It was moved by Mr. Benton, seconded by Mr. Merrell to approve the following sanitary sewer improvement plans for submittal to the Ohio EPA for their approval:

WHEREAS, the Sanitary Engineer recommends approval of the sanitary sewer improvement plans for Northstar Goldwell Neighborhood Section 1;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the sanitary sewer improvement plans for Northstar Goldwell Neighborhood Section 1 for submittal to the Ohio EPA for their approval.

Vote on Motion            Mr. Benton            Aye            Mr. Merrell            Aye            Mrs. Lewis            Aye

**9  
RESOLUTION NO. 19-409**

**IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR DELAWARE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES:**

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

<b>Supplemental Appropriation</b>		
49552506-5410	DODD Capital Improvements/Building and Improvements	24,460.00

Vote on Motion            Mrs. Lewis            Aye            Mr. Benton            Aye            Mr. Merrell            Aye

**10  
RESOLUTION NO. 19-410**

**IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION AND TRANSFER OF FUNDS FOR THE COUNTY AUDITOR:**

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

<b>Supplemental Appropriation</b>		
10214108-5801	Excess Foreclosure/Miscellaneous Cash Transfer	\$167,869.69

<b>Transfer of Funds</b>		
<b>From</b>	<b>To</b>	
10214108-5801	10110107-4601	\$167,869.69
Excess Foreclosure/Miscellaneous Cash Transfer	Unclaimed Funds/Interfund Revenue	

Vote on Motion            Mr. Merrell            Aye            Mrs. Lewis            Aye            Mr. Benton            Aye

**11  
RESOLUTION NO. 19-411**

**IN THE MATTER OF ADOPTING A RADIO ALLOCATION AND REPLACEMENT POLICY:**

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

WHEREAS, the Delaware County Board of Commissioners (the "Board") maintains and operates the 9-1-1 system and the countywide public safety communications system for Delaware County, excluding the incorporated areas of Westerville, Columbus, and Dublin; and

WHEREAS, in order to provide for the continued safe and efficient operation of the systems, the Board adopted a radio allocation and replacement policy, pursuant to Resolution No. 13-809; and

WHEREAS, the Director of Emergency Communications recommends amending the radio allocation and replacement policy to reflect changes since the policy's adoption;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby adopts the following Radio Allocation and Replacement Policy to supersede the policy adopted in Resolution No. 13-809:

Delaware County Emergency Communications  
Radio Allocation and Replacement Policy  
May 2, 2019

In 2004, the Delaware County Board of Commissioners purchased and installed, and continues to maintain, a Motorola P25 radio system. This system is utilized by all public safety agencies in Delaware County. Since 2004, DelComm has been the entity assigned to maintain the private radio network and all mobile and portable radios, including all accessories and batteries.

DelComm's original assignment, though never officially agreed upon by all agencies, was to provide a one-to-one exchange of existing VHF radios for new Motorola 800 MHz radios. Over the years, DelComm met and exceeded this original plan and continues to provide replacement batteries and accessories.

Currently, there are more than 1200 subscriber units on the system. As agencies add responders and vehicles to fulfill their various missions, there is expected to be a steady increase in the number of subscriber units required over the next few years.

As DelComm plans for the future, the replacement of those subscriber units and the addition of other units must be outlined in a structured plan. It is the responsibility of the County and DelComm to ensure that the entire radio infrastructure is maintained in the highest state of readiness by ensuring infrastructure upgrades and subscriber replacements occur on a regular basis.

DelComm and the Board of Commissioners are making modifications to the procedures that govern how new radios are added to the system. In addition, changes will also be made in the way accessories and batteries are purchased and maintained for existing subscribers.

The Delaware County Emergency Communications technology sub-committee has prepared this policy to adequately control costs for the maintenance and continued operation of the radio system. Individual Agencies are not expected to incur additional major expenditures unless they choose to add radios.

**Current Subscriber Inventory on the System:**

DelComm will continue to maintain all County owned subscriber radios and batteries that were listed in inventory as of January 1, 2013. Individual Agencies (Users) will become/remains responsible for all accessories including, but not limited to:

- Shoulder Microphones
- Vehicle Antennas
- Radio Holders
- Ear Pieces
- 6 bank radio chargers
- Vehicular chargers
- Connections to in-vehicle headsets

DelComm will continue to repair all county owned subscribers' radios. Physical damage due to improper use will continue to be billed back to the individual agencies. Agencies will also continue to be responsible for costs associated with lost or stolen radios.

If a radio is installed in a vehicle it will be the Agencies' responsibility to cover all expenses (including antenna) to have a radio removed and installed into a new vehicle. If a radio is located in a building as a base radio, it will be the Agencies' responsibility to cover all expenses (including power supply) if the radio is to be connected to the building lighting, telephone, or speaker system.

As the current inventory of subscriber radios age, DelComm will establish a procedure to replace the existing subscriber units, both mobile and/or portable radios. DelComm may provide a charger insert for each new



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portable, if needed, to work with the existing AC chargers. However, DelComm will not provide any new accessories, including, but not limited to, the above listed items.

**Additional Subscriber Request:**

The following process shall be followed if an agency wishes to add additional units to the existing inventory:

1. Once an Agency has determined the quantity and style of radios desired, the requesting Agency will submit a written request to the Director of DelComm to apply for the additional unit(s). The additional radios must meet or exceed all requirements in Appendix A to properly function on the Delaware County 800 System.
2. The DelComm Director will determine the impact to the system and whether the proposed units are an acceptable/appropriate addition to the system. The agency will be notified within 30 days of receiving the request if the request is either approved or denied. If no responses are received within 30 days the item will be automatically placed as an agenda item at the next 911 Board meeting.
3. If approval is given, the Agency will purchase/obtain the unit(s) to be added to the system at their expense.
4. The Unit(s) will be assigned an ID by the System Administrator and added to the system.
5. All costs associated with subscriber unit installations will be the responsibility of the requesting agency.

Currently, DELCOMM staff are trained to program Motorola and Kenwood. In addition, we have been trained to complete routine maintenance, alignment, and repairs on Motorola and Kenwood radios ONLY.

DelComm will complete minor repairs on department owned radios that can be handled by DelComm staff. Any radio that has to be sent to an outside vendor for repair will be at the expense of the department. Also, DelComm reserves the right to limit minor repairs in the event it is determined a user is requesting minor repairs too frequently or from abuse of the equipment.

If an Agency wishes to purchase a radio other than Motorola or Kenwood, all repair and/or maintenance work will be at the expense of the purchasing agency. DelComm will program radios at no expense, provided DelComm owns the equipment to program the radio. This will allow DelComm to ensure compliance with programming standards and to maintain the security of our system key.

**Appendix A**

To operate on Delaware County 800MHz System and the State of Ohio MARCS Radios must be:

- P25 Compliant Digital Operation
- P25 9600 Baud Trunking System Operations
- Operate on both 700 and 800MHz

Vote on Motion                      Mrs. Lewis              Aye              Mr. Merrell              Aye              Mr. Benton              Aye

**12**

**RESOLUTION NO. 19-412**

**IN THE MATTER OF APPROVING AN AMENDMENT TO THE ENGAGEMENT LETTER WITH ZASHIN AND RICH CO. L.P.A.:**

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

WHEREAS, on July 20, 2017, the Delaware County Board of Commissioners (the "Board") adopted Resolution No. 17-768, approving an Engagement Letter with Zashin and Rich Co. L.P.A. for its services as the Board's employer representative in certain collective bargaining matters; and

WHEREAS, the associated hourly rates for attorneys, paralegals, law clerks and other legal assistants agreed upon in Resolution No. 17-768 were recently updated by Zashin and Rich LPA; and

WHEREAS, the Deputy County Administrator/ Director of Administrative Services recommends approval of the updated hourly rate schedule as follows:

1. Zashin and Rich Co. L.P.A. rate for attorney services = \$210.00 per hour.
2. Zashin and Rich Co. L.P.A rate for paralegals, law clerks and other legal assistants = \$125.00;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the aforementioned rate changes to the engagement letter adopted by Resolution 17-768 with Zashin and Rich Co. L.P.A., effective immediately upon adoption of this Resolution. All other terms of the engagement letter as approved in Resolution 17-768 shall remain in full force and affect.

Vote on Motion                      Mr. Benton              Aye              Mr. Merrell              Aye              Mrs. Lewis              Aye

**ADMINISTRATOR REPORTS**

Dawn Huston, Deputy Administrator

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-No reports.

**13**

**COMMISSIONERS' COMMITTEES REPORTS**

Commissioner Benton

- Attended the retirement tribute of Ralph Martin (Martin Shoe Repair).
- Will be attending the MORPC executive committee meeting today.
- MODE will host their annual EDAC meeting tomorrow.
- Attended the Tri-County Ditch Maintenance Petition last week.

Commissioner Merrell

- Attended the retirement celebration of Powell Police Chief Gary Vest yesterday.
- Ralph Martin will be missed. Wish him well on his retirement.

Commissioner Lewis

- Attended the retirement celebration of Powell Police Chief Gary Vest yesterday.
- Ralph Martin was a kind-hearted gentleman.
- Kathleen Young-Riley (Central Ohio Liason to the Governor's office) and Tia Ramey (Deputy Director, Governor's Office of Faith Based and Community Initiatives) met here last week with myself and Cassie Neff.

**14**

**RESOLUTION NO. 19-413**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF COLLECTIVE BARGAINING:**

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

WHEREAS, pursuant to section 121.22(G) of the Revised Code, a public body may hold an executive session only after a majority of a quorum of the public body determines, by a roll call vote, to hold an executive session and only at a regular or special meeting for the sole purpose of the consideration of any of the matters specified in section 121.22(G)(1)-(7) of the Revised Code; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio:

Section 1. The Board hereby adjourns into executive session for consideration of collective bargaining.

Vote on Motion                Mrs. Lewis        Aye        Mr. Merrell        Aye        Mr. Benton        Aye

**RESOLUTION NO. 19-414**

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

It was moved by Mr. Benton, seconded by Mr. Merrell to adjourn out of Executive Session.

Vote on Motion                Mr. Benton        Aye        Mr. Merrell        Aye        Mrs. Lewis        Aye

There being no further business, the meeting adjourned.

\_\_\_\_\_  
Gary Merrell

\_\_\_\_\_  
Barb Lewis

\_\_\_\_\_  
Jeff Benton

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Jennifer Walraven, Clerk to the Commissioners