

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 22, 2021**

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

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

1
RESOLUTION NO. 21-320

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD APRIL 19, 2021:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on April 19, 2021; 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 Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

2
RESOLUTION NO. 21-321

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0421, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0421 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR0421:

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0421, memo transfers in batch numbers MTAPR0421, Procurement Card Payments in batch number PCAPR0421 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Line Account	Amount
R2102773	CORDICO INC	WELLNESS SOFTWARE - PRE-HOSPITAL CARE BOARD	10011102 - 5320	\$45,000.00
R2102891	DELAWARE COUNTY ENGINEER	HOME ROAD SEWER EXTENSION	66711900 - 5415	\$920,341.30
R2102911	OFFICE CITY EXPRESS INC	CARNEGIE BUILDING FURNITURE	42011438 - 5410	\$17,333.56

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

3
RESOLUTION NO. 21-322

IN THE MATTER OF ACCEPTING THE TREASURER'S REPORT FOR THE MONTH OF MARCH 2021:

It was moved by Mrs. Lewis, seconded by Mr. Benton to accept the Treasurer's Report for the month of March 2021.

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

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

4
RESOLUTION NO. 21-323

IN THE MATTER OF ACCEPTING AND APPROVING THE DELAWARE COUNTY SHERIFF'S OFFICE TRANSPORT REPORT FOR THE MONTH OF MARCH 2021:

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

WHEREAS, section 325.07 of the Revised Code requires the County Sheriff to submit monthly expense reports to the Board of County Commissioners; and

WHEREAS, the Delaware County Sheriff has submitted a monthly reports for March 2021;

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

Section 1. The Board hereby accepts and approves the Delaware County Sheriff’s Office Transport Report for March 2021.

Section 2. The Board hereby allows the expenses contained in the monthly report.

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

5
RESOLUTION NO. 21-324

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, SARA RADCLIFFE, ESQ., ATTORNEY-AT-LAW, KEPHART FISHER LLC, REQUESTING ANNEXATION OF 55.7 ACRES OF LAND IN BERLIN TOWNSHIP TO THE CITY OF DELAWARE:

It was moved by Mrs. Lewis, seconded by Mr. Benton to acknowledge that on April 15, 2021, the Clerk to the Board of Commissioners received a petition requesting annexation of 55.7 acres from Berlin Township to the City of Delaware.

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

6
RESOLUTION NO. 21-325

IN THE MATTER OF DESIGNATING THE WEEK OF APRIL 26-30, 2021 AS REENTRY AWARENESS WEEK IN DELAWARE COUNTY:

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

WHEREAS, the Delaware County Reentry Coalition, established in 2009, plays a critical role in providing resources important to successful reentry and decreasing stigma by raising awareness of the challenges faced by formerly incarcerated individuals as they reenter communities; and

WHEREAS, formerly incarcerated individuals face numerous employment, housing, and transportation challenges during their transition and such challenges can lead to recidivism, health, safety, and social concerns; and

WHEREAS, 96% of individuals currently serving sentences in Ohio prisons and/or jails will transition to communities; and

WHEREAS, federal, state, and local leaders recognize the challenges faced by these individuals and the importance of developing and supporting policies and programs aimed at removing barriers preventing formerly incarcerated individuals from pursuing healthy, productive lives upon their reentry into communities after serving time; and

WHEREAS, the Delaware County Reentry Coalition is tasked with studying the needs of individuals released from incarceration and with facilitating successful reentry from incarceration into communities by coordinating reentry planning initiatives, identifying resource gaps, and supporting individuals with criminal records.

THEREFORE, BE IT RESOLVED that the Delaware County Commissioners recognize the critical work of the Delaware County Reentry Coalition; AND

BE IT FURTHER RESOLVED that the Delaware County Commissioners designate the week of April 26-30, 2021 as Reentry Awareness Week in Delaware County.

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

7
RESOLUTION NO. 21-326

IN THE MATTER OF APPROVING A SERVICES CONTRACT BY AND BETWEEN THE

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DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY EMERGENCY MEDICAL SERVICES DEPARTMENT, AND SILVERBACK SAFETY AND TRAINING SOLUTIONS, INC. FOR RESCUE TASK FORCE AND TACTICAL EMERGENCY CASUALTY CARE TRAINING:

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

WHEREAS, the Delaware County Director of Emergency Medical Services and staff recommend approval of a services agreement by and between the Delaware County Board of Commissioners, for and on behalf of Delaware County Emergency Medical Services, and Silverback Safety and Training Solutions, Inc.;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners hereby approves the following agreement with Silverback Safety and Training Solutions, Inc. for Rescue Task Force and Tactical Emergency Casualty Care Training:

**EMERGENCY MEDICAL SERVICES
SERVICES AGREEMENT**

This Agreement is made and entered into this 22nd day of April, 2021, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Silverback Safety and Training Solutions, Inc., 2780 Tarkman Dr., Nashport, Ohio 43830 (“Contractor”), hereinafter collectively referred to as the “Parties.”

1 SERVICES PROVIDED BY CONTRACTOR

- 1.1 The Contractor will provide rescue task force and tactical emergency casualty care training for County EMS providers (the “Services”).
- 1.2 The Contractor shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 The Services are more fully described in and shall be provided in accordance with the Contractor’s Statement of Work (“SOW”) attached hereto and, by this reference, fully incorporated herein.

2 SUPERVISION OF SERVICES

- 2.1 The Delaware County Board of Commissioners hereby designates Delaware County Emergency Medical Services Director (“EMS Director”) as the agent of the County for this Agreement.
- 2.2 The EMS Director shall have authority to review and order changes, commencement, suspension or termination of the Services performed under this Agreement

3 AGREEMENT AND MODIFICATIONS

- 3.1 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 Services, and may only be modified or amended in writing with the mutual consent and agreement of the Parties.

4 FEES AND REIMBURSABLE EXPENSES

- 4.1 Compensation for Services provided under this Agreement shall be as set forth in the SOW.
- 4.2 Total compensation under this Agreement shall not exceed \$50,000.00 without subsequent modification.
- 4.3 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the Services.

5 NOTICES

- 5.1 “Notices” issued under this Agreement shall be served on the individuals listed below in writing by U.S. Certified Mail. The Parties may use electronic communication for the purposes of general communication; however, e-mail shall not be used to transmit Notices.

County: Delaware County Emergency Medical Services

Name: Eric Burgess

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Address: 10 Court Street Delaware, Ohio 43015

Telephone: 740-833-2192

Email: eburgess@co.delaware.oh.us

Contractor:

Name of Principal: Troy Lowe

Address of Firm: 2780 Tarkman Drive

City, State, Zip: Nashport, OH, 43830

Telephone: (614) 655-3950

Email: troy@silverbacksafety.com

6 PAYMENT

- 6.1 Compensation shall be paid as set forth in the SOW, based on invoices submitted by the Contractor and approved by the EMS Director.
- 6.2 Invoices shall be submitted to the EMS Director by the Contractor on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Contractor shall promptly submit documentation as needed to substantiate said invoices.
- 6.3 The County shall pay invoices within thirty (30) days of receipt.

7 NOTICE TO PROCEED, COMPLETION OF SERVICES, DELAYS AND EXTENSIONS

- 7.1 The Contractor shall commence Services upon written Notice to Proceed ("Authorization") from the EMS Director and shall complete the Services promptly and in accordance with the SOW.
- 7.2 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Contractor may make a written request for time extension, and the EMS Director may grant such an extension provided that all other terms of the Agreement are adhered to.

8 SUSPENSION OR TERMINATION OF AGREEMENT

- 8.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Contractor shall immediately suspend or terminate Services, as ordered by the County.
- 8.2 In the case of termination, the Contractor shall submit a final invoice within sixty (60) days of receiving Notice of termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the date of termination.

9 CHANGE IN SCOPE OF SERVICES

- 9.1 In the event that significant changes to the scope of Services are required during performance of the Services, 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 not be effective unless approved in a writing signed by both Parties.

10 INDEMNIFICATION

- 10.1 The Contractor shall indemnify and hold free and harmless Delaware County and its 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 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.

11 INSURANCE

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- 11.1 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.
- 11.2 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.
- 11.3 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.
- 11.4 Additional Insureds: Delaware 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 11.1 and 11.2. Contractor shall require all of its subcontractors to provide like endorsements.
- 11.5 Proof of Insurance: Prior to the commencement of any Services 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. 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 Services under this Agreement.

12 MISCELLANEOUS TERMS AND CONDITIONS

- 12.1 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.
- 12.2 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.**
- 12.3 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.
- 12.4 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.
- 12.5 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.
- 12.6 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.
- 12.7 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 12.8 Authority to Sign: 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 and is authorized to bind such principal.

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- 12.9 County Policies: The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Contractor shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing Services under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Contractor to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.
- 12.10 Drug-Free Workplace: The Contractor agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the Services being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 12.11 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of Services 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 Services 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 Services 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.

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

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

8
RESOLUTION NO. 21-327

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS:

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

Supplemental Appropriation		
23512102-5901	Delinquent Tax Prosecutor/Contingency	228,678.53
24414102-5901	Delinquent Tax Treasurer/Contingency	1,140,619.13

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

9
ADMINISTRATOR REPORTS

Dawn Huston, Deputy Administrator
-No reports.

10
COMMISSIONERS' COMMITTEES REPORTS

Commissioner Lewis, Commissioner Benton and Commissioner Merrell
-Would like to thank Jane Hawes, Communications Manager, for doing a great job with the State of the County on Tuesday.

11
RESOLUTION NO. 21-328

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION TO CONSIDER THE SALE OF PROPERTY AT COMPETITIVE BIDDING; FOR PENDING OR IMMINENT LITIGATION:

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

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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

WHEREAS, pursuant to section 121.22(G)(8) of the Revised Code, a public body may hold an executive session to consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance, provided that both of the following conditions apply:

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 to consider the sale of property at competitive bidding; for pending or imminent litigation.

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

RESOLUTION NO. 21-329

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

Attendance Commissioners' Hearing Room:

- Dawn Huston, Deputy County Administrator
- Aric Hochstettler, Staff Attorney
- Jennifer Walraven, Clerk to the Board Commissioners
- Sarah Dinovo, Assistant Clerk/Administrative Assistant
- Jane Hawes, Director of Communications
- Jeff Fishel, Director of Emergency Medical Services
- Karen First, Fiscal Manager Business Operations and Financial Management
- Diane Bricker, Adult Court Services Re-Entry Coordinator
- James Himsforth, Re-Entry Coalition
- Jessica Bendle, Delaware County Treasurer's office
- Doug Crew, Delaware County Treasurer's office

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton