

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 28, 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

9:30 A.M. Regular Session

1:30 P.M. Work Session

1
RESOLUTION NO. 19-1054

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD OCTOBER 24, 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 October 24, 2019; 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 Mrs. Lewis Aye Mr. Benton Aye

2
PUBLIC COMMENT

3
RESOLUTION NO. 19-1055

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1025:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1025 and Purchase Orders as listed below:

| <u>Vendor</u> | <u>Description</u> | <u>Account</u> | <u>Amount</u> |
|---------------|--------------------|----------------|---------------|
| PO' Increase | | | |

| <u>PR Number</u> | <u>Vendor Name</u> | <u>Line Description</u> | <u>Line Account</u> | <u>Amount</u> |
|------------------|--------------------|-------------------------|---------------------|---------------|
| | | | | |

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

4
RESOLUTION NO. 19-1056

IN THE MATTER OF ACCEPTING AND APPROVING THE DELAWARE COUNTY SHERIFF'S OFFICE TRANSPORT REPORT FOR THE MONTH OF SEPTEMBER 2019:

It was moved by Mr. Benton, seconded by Mr. Merrell 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 report for September 2019;

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

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Section 1. The Board hereby accepts and approves the Delaware County Sheriff’s Office Transport Reports for the month of September 2019.

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

(Copies 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

**5
RESOLUTION NO. 19-1057**

IN THE MATTER OF ACCEPTING AND APPROVING THE RECOMMENDATION OF THE UNION COUNTY BOARD OF COMMISSIONERS FOR MAINTENANCE ASSESSMENT OF 20% FOR THE OTTAWA RUN JOINT COUNTY DITCH:

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

WHEREAS, the Union County Board of Commissioners has received a recommendation from the Union County Engineer and the Union County Soil and Water Conservation District for continuance of the Ottawa Run Joint County Ditch Maintenance Assessment at 20%;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners accepts and approves the recommendation of the Union County Board of Commissioners and the Union County Soil and Water Conservation District for the continuance of the Ottawa Run Joint County Ditch Maintenance Assessment at 20%.

FURTHER, BE IT RESOLVED that the Clerk to the Delaware County Board of Commissioners will send a certified copy of this Resolution to the Union County Board of Commissioners.

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

**6
RESOLUTION NO. 19-1058**

IN THE MATTER OF APPROVING RIGHT-OF-WAY WORK PERMIT SUMMARY SHEET:

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

WHEREAS, the below requests to perform work within the right-of-way have been reviewed and approved by the Delaware County Engineer;

NOW, THEREFORE, BE IT RESOLVED that the following permits are hereby approved by the Board of Delaware County Commissioners:

| Permit # | Applicant | Location | Type of Work |
|----------|--------------|---------------|-------------------------------|
| U19-178 | Del-Co Water | Irwin Road | Install road bore & waterline |
| U19-179 | Del-Co Water | Radnor Road | Install road bore & waterline |
| U19-180 | Columbia Gas | Sedona Drive | Install gas main |
| U19-181 | Spectrum | Curtis Street | Place cable in ROW |

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

**7
RESOLUTION NO. 19-1059**

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Emergency Medical Services department is requesting that Angela Underhill attend a Tania Glen-Breaking the Stigma (mental health for first responders) in Lewis Center, Ohio on October 30, 2019 at no cost.

The Emergency Medical Services department is requesting that Laura Hatcher attend a Tania Glen-Breaking the Stigma (mental health for first responders) in Lewis Center, Ohio on October 30, 2019 at no cost.

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

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8**RESOLUTION NO. 19-1060**

IN THE MATTER OF APPROVING AN AMENDMENT TO THE CONTRACT BETWEEN THE PIKE COUNTY BOARD OF COMMISSIONERS AND THE DELAWARE COUNTY BOARD OF COMMISSIONERS REGARDING INMATE HOUSING:

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

WHEREAS, the Sheriff and Sheriff's Office Staff recommend approval of the following contract amendment between the Pike County Board of Commissioners and the Delaware County Board of Commissioners regarding inmate housing;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following contract amendment between the Pike County Board of Commissioners and the Delaware County Board of Commissioners regarding inmate housing:

(Approved by Pike County Board of Commissioners on October 3, 2019)

Contract between the Pike County Board of Commissioners and the Delaware County Board of Commissioners, regarding reciprocal inmate housing;

Section 1 - Parties to the Agreement

This Agreement is made and entered into this 3rd day of October, 2019 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 ("Delaware County"), and Pike County Board of Commissioners, 230 Waverly Place, Waverly, OH 45690 ("Pike County") (hereinafter collectively referred to as the "Parties"), pursuant to sections 9.482, 307.15, et seq., and 341.12, et seq. of the Revised Code.

Section 2 - Contract Administrator

Delaware County hereby designates the Delaware County Administrator of Corrections and Court Services, subject to the direction of the Delaware County Sheriff, as Administrator and agent of Delaware County for purposes of this Agreement, including commencement and suspension thereof.

Section 3 - Scope

Pike County is duly authorized to exercise, perform, render, or contract for jail services and is, or from time to time may be, without adequate and sufficient facilities for incarceration and care of its adult inmates. Delaware County and Pike County desire that Delaware County provide jail services to Pike County and have Pike County's prisoners incarcerated and cared for in the Delaware County Jail for such periods as may be directed by the Courts and/or Pike County.

Delaware County will receive and care for, at the Delaware County Jail, 844 US Hwy 42 N Delaware, Ohio 43015, all prisoners referred by Pike County for such length of time as said prisoners respectively may be committed by the sentencing court of competent jurisdiction, subject to the provisions of this Agreement. Delaware County's acceptance of prisoners is also subject to available space within the Delaware County Jail. The Parties agree that there is no minimum number of inmates required to be housed under this agreement.

The care, control, custody and supervision of prisoners accepted by Delaware County shall be exercised in conformity with the minimum standards for full service jails in Ohio as adopted by the rules and regulations of the Ohio Department of Rehabilitation and Corrections and the rules and regulations and policies of operation of the Delaware County Jail as adopted by the Sheriff of Delaware County, Ohio.

Upon delivery to the Delaware County Jail by Pike County of its prisoners, along with proper commitment papers, Delaware County shall accept and receive said prisoners for incarceration therein, provided however, that this Agreement imposes no obligation upon Delaware County to accept any or all such prisoners tendered by Pike County for incarceration in the Delaware County Jail when, at the discretion of the Sheriff of Delaware County, a prisoner is refused in accordance with this Agreement. It shall be the obligation of Pike County to telephone or otherwise contact the Administrator before delivery of Pike County's prisoners to ascertain that the same will be accepted for incarceration within the Delaware County Jail. Pike County will also notify Delaware County of an estimated time of arrival.

Pike County agrees to abide by any and all rules, regulations, laws and standards of conduct that now are or any time in the future may be in force at the Delaware County Jail as prescribed by the Delaware County Sheriff, Delaware County Judges, the State of Ohio, or any other political subdivision having authority or empowered to make such rules, regulations, laws or standards, which shall all be open for inspection at the Delaware County Jail.

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Pike County agrees to take reasonable steps to properly identify the inmate's biographical information including but not limited to the inmate's nationality. Pike County agrees to contact and coordinate with other entities that have issued warrants, summons, detainers, subpoenas, and similar legal process for the inmate. Pike County agrees to assume sole responsibility for adhering to all relevant law and procedure regarding a foreign national's rights, if any, under a treaty or federal law.

Section 4 - Transportation Expenses

Persons imprisoned by Pike County or arrested and brought to the Delaware County Jail for incarceration shall be escorted and transported by Pike County, at Pike County's sole expense, to the Delaware County Jail. In no event shall Delaware County transport Pike County's prisoners outside Delaware County jurisdiction. When the destination of Pike County's prisoner transportation is outside Delaware County, Pike County shall arrange, at Pike County's sole expense, transportation of said prisoner to and from the Delaware County Jail.

Section 5 - Confinement Expenses

Pike County shall be invoiced monthly by the Delaware County Sheriff, for each person confined in the Delaware County Jail pursuant to this Agreement, the sum of \$65.00 per prisoner day during such confinement. "Prisoner day" is any one calendar day, or any part thereof, separately computed for each of Pike County's prisoners, during which said prisoner is actually subject to the care, control, custody, and supervision of the Sheriff of Delaware County, Ohio, or any of his agents or employees.

The Parties agree that Delaware County shall be able to recover the costs, expenses, settlement monies, and monetary judgments paid by Delaware County to an inmate or inmate's estate arising out of the inmate's confinement as expenses under R.C. 341.19 or damages under R.C. 341.18.

Delaware County Sheriff shall prepare and submit to Pike County, monthly, a statement specifying all obligations for payment required of Pike County. Pike County shall pay unto Delaware County any amount due and unpaid as specified in such statements within thirty (30) days of the statement. Delaware County shall refund to Pike County any amount overpaid as specified in such statements within thirty (30) days after receiving notice.

Notwithstanding any term of this Agreement, Delaware County may require prisoner reimbursements in accordance with section 341.14(B)-(C) of the Revised Code, without any right of set off to Pike County.

Section 6 - Care Expenses

Pike County shall pay all sums expended for or incurred in the name of Delaware County for any and all medical, dental or hospital treatments (inpatient or outpatient) necessary for the care of Pike County's prisoners while such prisoners are in the custody and control of Delaware County, including, but not limited to, examinations, treatments, prescription medication, x-rays, laboratory work, physical therapy, testing, and referrals to outside physicians, Mental Health Professionals or specialists.

In the event hospitalization is deemed necessary, Delaware County shall notify Pike County when the fact is known as soon as practical, without undue delay. If the prisoner requires hospitalization under guard, they will be booked out of jail into the custody of Pike County, and Pike County shall provide their own security for any and all hospitalizations

In case of the death of a prisoner, Delaware County shall not be liable for any costs or expenses related to the inmate's death. Pike County shall pay for all expenses and costs relating, but not limited to, transportation of the corpse, autopsy, and burial expenses.

Section 7 - Habeas Corpus Expenses

Notwithstanding R.C. 341.17, the Parties agree that the Prosecuting Attorney of Pike County, or such other legal counsel Pike County may retain, shall represent Pike County in any and all habeas cases concerning this Agreement. Pike County shall give notice to Delaware County within 14 days of service of the complaint of its intention to defend a habeas action. Failure of Pike County to give such notice, to file an answer, or otherwise defend the matter shall entitle Delaware County to act instead of Pike County. All reasonable and necessary expenses incurred by Delaware County in any habeas corpus proceedings for any of Pike County's prisoners shall be paid by Pike County unless otherwise paid by said prisoner, or by someone on the prisoner's behalf. The Parties agree that the Delaware County Prosecuting Attorney's hourly rate is \$100.00. Section 8 - Liability

Delaware County shall be liable for escapes or other neglect of duty in relation to the prisoner, as in other cases. The Pike County's Sheriff and the Pike County Board of County Commissioners are not liable in damages in a civil action for any injury, death, or loss to person or property suffered or caused by the prisoner while the prisoner is in the custody of Delaware County. The Parties agree that under RC. 341.18 Delaware County shall

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have a right of action against Pike County for damages to the Delaware County Jail or other Delaware County property done by any prisoner confined pursuant to this Agreement. Pike County shall not be required to reimburse Delaware County for ordinary wear and tear of Delaware County property occurring during confinement of Pike County's prisoners pursuant to this Agreement.

Section 9 - Right to Refuse Prisoners

In its sole discretion, Delaware County reserves the right to reject any and all persons who, because of medical or mental health problems, shows it is unsafe to incarcerate such persons. The Delaware County Sheriff shall not commit prisoners suffering from any communicable, contagious, infectious or venereal disease. Should any prisoner committed by Pike County develop or contract any such disease while detained at Delaware County Jail, or having received any prisoner so affected, without knowledge thereof upon discovery of such condition in any prisoner thereafter, Delaware County may refuse to keep such prisoners. Upon such refusal to continue to keep said prisoner, Delaware County shall immediately notify Pike County or Pike County's Sheriff's Office and advise of the same. Upon notification provided herein, Pike County shall, at its own expense, promptly remove or cause to be removed such prisoner from the Delaware County Jail.

Delaware County shall not receive or allow to remain any pregnant Pike County female prisoners in the Delaware County Jail. Delaware County further reserves the right to reject or return any and all prisoners committed to the Delaware Jail, when, in the sole discretion of Delaware County, the Administrator, the Delaware County Sheriff, or his employees, agents, or assigns determine that the conditions of said Delaware County Jail and its prisoners are subject to hazards and, therefore, injurious to the well being of any and/or all inmates confined. The Parties agree that juvenile inmates under the age of 18 are outside the scope of this agreement.

Section 10 - Term of Agreement

This Agreement shall commence on the date recited first herein and continue in force until October 31, 2021, whereupon this Agreement shall terminate unless the Parties mutually agree upon an extension of this Agreement or a new agreement. Either Party may suspend or terminate this Agreement at any time for convenience by providing ninety (90) days written notice to the other Party. In the case of termination, Delaware County shall submit a final invoice statement within sixty (60) days of the effective date of termination. Termination of this Agreement shall not affect the Agreement of the Parties as to prisoners incarcerated at the time notice of termination is given to the other Party. Section 11 - Miscellaneous Terms & Conditions

11.1 Entire Agreement: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between Delaware County and Pike County, 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.

11.2 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.

11.3 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.

11.4 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.

11.5 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.

11.6 Personnel: The Parties each agree to maintain control over their respective personnel, and this Agreement shall not be construed to alter the employment relationship each Party has with its respective personnel. Each Party shall be responsible for the compensation, benefits, and liabilities of its respective personnel and hereby agrees to release the other Party from any responsibility therefor. In no event shall

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Delaware County's employees be considered employees of Pike County within the meaning or application of any federal, state or local laws or regulations and vice versa.

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

**9
RESOLUTION NO. 19-1061**

IN THE MATTER OF APPROVING A PUBLIC SAFETY TRAINING AGREEMENT BETWEEN THE CITY OF COLUMBUS DEPARTMENT OF PUBLIC SAFETY, THE DELAWARE COUNTY BOARD OF COMMISSIONERS, AND THE DELAWARE COUNTY SHERIFF’S OFFICE FOR SENDING DELAWARE COUNTY SHERIFF’S OFFICE CADETS TO THE COLUMBUS POLICE DEPARTMENT ACADEMY:

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

WHEREAS, the Sheriff and Sheriff’s Office Staff recommend approval of the following public safety training agreement between the City of Columbus Department of Public Safety, the Delaware County Board of Commissioners, and the Delaware County Sheriff’s Office;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following public safety training agreement between the City of Columbus Department of Public Safety, the Delaware County Board of Commissioners, and the Delaware County Sheriff’s Office:

**TRAINING AGREEMENT
Between
City of Columbus Department of Public Safety
And
The Delaware County Board Of Commissioners, and The Delaware County Sheriff’s Office**

This Agreement is entered into this 28th day of October 2019 at Columbus, Ohio by and between the the Delaware County Sheriff’s Office (sponsoring agency), and the City of Columbus, Department of Public Safety, Division of Police.

RECITALS

WHEREAS, The Parties desire to enter into a Training Agreement for the recruits of The Delaware County Sheriff’s Office to attend the Columbus Police Training Academy operated by the City of Columbus Department of Public Safety;

WHEREAS, The Parties agree to send 6 recruits to attend the 132nd Training Academy;

WHEREAS; The City of Columbus operates an Ohio Certified Ohio Peace Officers Training Academy for the training of police recruits for its Public Safety forces;

WHEREAS, The City of Columbus from time to time has the facilities and space to train recruits beyond the number required for its own purposes; and,

WHEREAS, the Parties desire to enter into an Agreement to train the recruits of the Delaware County Sheriff’s Office for purposes of certifying those individuals as public safety officers for employment by the Delaware County Sheriff’s Office with the necessary certifications by the State of Ohio to be appointed to serve as a Police Officer for the Delaware County Sheriff’s Office

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, an-d with the intent to be legally bound hereby, the Parties agree as follows:

1. The Parties understand that the training of recruits by the City of Columbus may exceed the requirements established for the certification of public safety officers by the State of Ohio. All recruits are required to meet both the entry standards and the training requirements set by the City of Columbus, Department of Public Safety, in order to successfully begin and complete the training academy to which they are admitted. The failure to meet these entry standards and training requirements will result in the removal of that recruit at the time of the failure, as determined by the academy commander.
2. The recruit training staff will take reasonable steps to remediate recruit deficiencies in the areas of academic performance, physical performance, psychomotor skills, conduct, etc. Such efforts will include notification of the sponsoring agency.
3. In the event the commander, has exhausted all reasonable remedial efforts and the deficient recruit has failed to improve or is deemed, at the sole discretion of the academy commander to be either unwilling or unable to meet the requirements established for successful completion of the training program, said recruit will be dismissed with notification to the sponsoring agency.

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4. If necessary, at the sole discretion of the academy commander, representatives of each Party may meet to discuss the recruit's performance deficiencies.
5. If a recruit is injured and unable to continue or complete attendance, or is unable to continue due to a personal emergency not related to past performance, said recruit may be allowed to return for the next class offered by the City of Columbus.
6. The City of Columbus does not assume liability for any injuries sustained by any recruit of a sponsoring agency sustained during participation in the Academy, remediation session or individual workout while on or off City property.
7. Recruits will be required to sign a Liability Release in favor of the City of Columbus, acknowledging the inherent dangers of their training and their sole potential recourse under Ohio Worker's Compensation laws, if they were to be injured during training, whatever the cause.
8. The Sponsoring Agency agrees to pay the recruit's tuition as follows:-
 - a. \$2,750.00 no later than four (4) weeks prior to commencement of training AND
 - b. \$2,750.00 at the conclusion of training.
 - c. Should the Sponsoring Agency provide assistance to the City of Columbus then a 10% discount for instructors that instruct a minimum of ten hours will be applied. The discount is for one recruit per agency, per class. Such assistance includes, but is not limited to, providing instructors.
 - d. The parties agree that failure of Sponsoring Agency to pay the agreed upon \$2,750.00 at a time no later than four weeks prior to the commencement of training will result in the automatic termination of this contract and this agreement in its entirety shall become null and void.

If training is terminated for any reason, the tuition amount is prorated to the extent it exceeds the non-refundable amount of \$2,750.00

(NOTE: Additional recruits beyond one shall receive a 10% discount on the tuition total, i.e., \$5,000.00, applied only to the final payment.)

9. Tuition includes all of the labor and educational materials, including those necessary for remedial training. It also includes: customized 10-code tests for each recruit; access to "family night" for those wishing to participate; observation by a physician and medics during certain training; full participation in all aspects of the Academy to include all scenario-based training exercises and use of all associated equipment and facilities; and, a badge-pinning ceremony and formal graduation.
10. The City of Columbus shall provide the following:
 - Orientation session prior to start date
 - Professional training to satisfy Ohio requirements for Public Safety officer certification
 The Sponsoring Agency shall provide:
 - Tuition
 - Uniforms
 - Background check as required by the State of Ohio
 - Any Sponsoring Agency's test on the policies and procedures of that particular agency
 - supplies as required- to include but not limited to:
 - o Two plain black 3-inch 3-ring binders
 - o running shoes
 - o Mat shoes
 - o Hand wraps, mouth piece, and ice bag
 - o Towel, soap and shampoo for showers
 - o Physical Training gear
 - o Flashlight
 - o White T-Shirts
 - o Black socks
 - o Black leather gloves (to be worn with uniform)
 - o Class Dues
 - Ammunition:
 - o 3,000 rounds of issued side arm ammo
 - o 300 rounds 12 gauge buckshot
 - o 150 rounds 12 gauge slugs
 - o 60 rounds of 5.56mm FMJ rifle ammo
 - o 300 simunition blank rounds

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- o 150 simunition marking rounds
- o More ammunition, simunitions, both blank and marking, may be needed if recruit needs to do requalification and/or remediation.
- Uniforms- to include the following:
 - o 5 recruit shirts - as determined by Academy
 - o 2 recruit pants - as determined by Academy
 - o 1 Pair of boots - as determined by Academy
 - o 1 recruit tie - as determined by Academy
 - o 1 recruit hat - as determined by Academy
 - o 1 trouser belt
 - o 2 coats; one lightweight and one winter
 - o 1 rain coat
 - o 1 traffic vest
 - o PT Gear as determined by Academy
 - o Black swimsuit(men will need swim shorts with at least 8" inseam, women will need a 1 piece
 - o 1 Gunbelt with 3-4 beltkeepers
 - o 1 gun holster
 - o 1 plastic blue/orange gun
 - o 1 mag holder
 - o 1 mace holder
 - o 1 baton with baton holder
 - o 1 cuff case with cuffs
 - o 1 plastic blue taser(if agency uses a taser other than X26p)
 - o 1 taser holster
- All items shall be provided no later than 14 days before the first day

11. All training records of each individual recruit will be kept in accordance with the Columbus Division of Police Recruit Training SOP and OPOTA requirements. Upon the successful completion of or dismissal from the Columbus Division of Police Recruit Training Program all training records of each individual recruit will be forwarded to the contracting agency, with copies maintained by the Columbus Division of Police Training Academy.

12. This agreement will terminate as to each individual recruit upon that recruit's successful completion from the Training Academy, and/or upon that recruit being dismissed from this Training Academy, whichever event occurs first. The City of Columbus, Department of Public Safety, Division of Police will thus have no further obligation to provide any type of training upon termination of this agreement.

ADDENDUM TO Columbus Department of Public Safety Training Agreement:

Entire Agreement. This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between Delaware County and the City of Columbus, 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.

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.

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.

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.

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.

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Hold Harmless. The Parties each agree to maintain control over their respective personnel, and this Agreement shall not be construed to alter the employment relationship each Party has with its respective personnel. Each Party shall be responsible for the compensation, benefits, and liabilities of its respective personnel, and hereby agrees to release the other Party from any responsibility. In no event shall Delaware County's employees be considered employees of the City of Columbus within the meaning or application of any federal, state or local laws or regulations, and vice versa.

Independent Contractor/No Contribution to OPERS. No agency, employment, joint venture, or partnership has been or will be created between the Parties pursuant to the terms and conditions of this Contract/Agreement. As an independent contractor, the City of Columbus and/or its boards, officers, officials, employees, consultants, representatives, agents, volunteers and/or servants are not entitled to any of the benefits enjoyed by employees of the DCSO or Delaware County, Ohio. The City of Columbus assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder.

Civil Rights. The City of Columbus agrees that as a condition of this Contract/Agreement, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, sexual orientation, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that the City of Columbus will comply with any and all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this Contract/Agreement. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract/Agreement.

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

10

RESOLUTION NO. 19-1062

IN THE MATTER OF APPROVING THE FOURTH AMENDMENT TO THE LEASE AGREEMENT BY AND BETWEEN THE DELAWARE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES AND THE BOARD OF COUNTY COMMISSIONERS, ON BEHALF OF THE DELAWARE COUNTY SHERIFF'S OFFICE, FOR CERTAIN REAL PROPERTY LOCATED AT 149 EAST ORANGE ROAD, LEWIS CENTER, OHIO 43035:

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

WHEREAS, the Sheriff recommends approval of the fourth amendment to the Lease Agreement by and between the Delaware County Board of Developmental Disabilities and the Board of County Commissioners, on behalf of the Delaware County Sheriff's Office, for certain real property located at 149 East Orange Road, Lewis Center, Ohio 43035;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the fourth amendment to the lease agreement by and between the Delaware County Board of Developmental Disabilities and the Board of County Commissioners, on behalf of the Delaware County Sheriff's Office, for certain real property located at 149 East Orange Road, Lewis Center, Ohio 43035:

**FOURTH AMENDMENT TO THE LEASE BETWEEN THE BOARD OF COUNTY
COMMISSIONERS, DELAWARE COUNTY, ON BEHALF OF THE DELAWARE COUNTY
SHERIFF'S OFFICE, AND DELAWARE COUNTY BOARD OF DEVELOPMENTAL
DISABILITIES, DELAWARE COUNTY, OHIO**

WHEREAS, the Parties entered into the LEASE AGREEMENT ("Lease "), approved by Resolution # 15-487, on August 23, 2015, a copy of which is attached hereto and is incorporated by reference; and,

WHEREAS, the Parties amended the Lease on 04/23/2018 for the purposes of extending the Lease three years ("First Amendment "), a copy of which is attached hereto and is incorporated by reference; and,

WHEREAS, the Parties amended the Lease on 11/05/2018 for the purposes of leasing additional rooms ("Second Amendment "), a copy of which is attached hereto and is incorporated by reference; and,

WHEREAS, the Parties amended the Lease on 01/01/2019 for the purposes of amending the terms of the lease ("Third Amendment "), a copy of which is attached hereto and is incorporated by reference; and,

WHEREAS, the Parties desire to extend the term of the Second Amendment.

NOW THEREFORE, for good and valuable consideration, the Parties hereby mutually agree to the following amendments and additions to the Lease.

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ADDITIONAL TERM

Subject to and upon the conditions set forth herein, the term of the Second Amendment for Rooms L17A and L17B shall be extended up to and including March 31, 2020. The Parties shall hereby be permitted to terminate the Lease, First Amendment, Second Amendment, Third Amendment, and this Fourth Amendment at any time with mutual written Agreement of the Parties. The total amount shall not exceed \$6,790.91.

CONFLICTS

In the event of a conflict between the terms of the Lease, First, Second, and Third Amendments, and this Fourth Amendment the terms of this Fourth Amendment shall prevail. However, it is expressly understood that this Fourth Amendment is in addition to the Lease, First, Second and Third Amendments and shall not change any terms and conditions therein.

TERMS OF LEASE UNCHANGED

All terms and conditions of the Lease, First, Second, and Third Amendments not changed by this Fourth Amendment remain the same, unchanged, and in full force and effect.

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

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RESOLUTION NO. 19-1063

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATIONS FOR THE DELAWARE COUNTY OFFICE OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT:

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

| Transfer of Appropriation | From | To | Amount |
|----------------------------------|--|-------------------------------|---------------|
| | 21581301-5101 HEALTH INSURANCE | 21581301-5001 COMPENSATION | \$3,000.00 |
| | 21581301-5120 COUNTY SHARE/OPERS | 21581301-5001 COMPENSATION | \$1,500.00 |
| | 21581301-5260 INV TOOL, EQUIP, FURN 1000-4999 | 21581301-5001 COMPENSATION | \$1,600.00 |

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

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RESOLUTION NO. 19-1064

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION AND TRANSFER OF FUNDS FOR THE DELAWARE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES:

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

| | | | |
|---|--|--|--------------|
| Supplemental Appropriation | | | |
| 29519000-5801 | Developmental Disabilities | | 1,208,775.00 |
| Transfer of Funds | | | |
| From | To | | |
| 29519000-5801 | 29652504-4601 | | 1,208,775.00 |
| Developmental Disabilities/Interfund Transfer | DODD Medicaid Reserve/Interfund Revenues | | |

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

13

RESOLUTION NO. 19-1065

IN THE MATTER OF APPROVING A LETTER OF SUPPORT FOR THE STRAND THEATRE AND CULTURAL ARTS ASSOCIATION'S APPLICATION FOR FUNDING FROM THE STATE OF OHIO IN ITS 2020 CAPITAL BUDGET:

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

Oct. 28, 2019

William Murdock

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Executive Director
Mid-Ohio Regional Planning Commission
111 Liberty St., Suite 100
Columbus, OH 43215

Dear Mr. Murdock:

As members of the Delaware County Board of Commissioners, we are pleased to express our support for the Strand Theatre and Cultural Arts Association’s application for funding from the State of Ohio in its 2020 capital budget. We additionally hope this project receives the support of the Columbus Partnership as it prioritizes community projects and communicates those findings to the Governor’s Office and the General Assembly.

The Strand has been an integral part of the Delaware County community since its founding in 1916. It remains one of the 10 oldest, continuously operating film houses in the country and we are very proud that Delaware County has been and remains its home.

The first-floor renovation project the Strand’s board wishes to undertake is a forward-thinking endeavor that would enable them to expand their concessions area, creating better flow and access for all patrons. It would also enable them to grow their revenue stream from concessions. The Strand is that rare non-profit organization that has been able to meet its operating costs with its operating revenues, and a project like this will enable them to continue doing so.

The Strand has been a conscientious steward of its mission and monies, and we wholeheartedly endorse its board’s application for state funding and their effort to seek prioritization support from the Columbus Partnership for this project.

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

14

RESOLUTION NO. 19-1066

IN THE MATTER OF APPROVING ADDENDUM #5 TO THE LEASE AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE OHIO DEPARTMENT OF PUBLIC SAFETY BUREAU OF MOTOR VEHICLES FOR THE FRANK B. WILLIS BUILDING DELAWARE DEPUTY REGISTRAR AGENCY:

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

WHEREAS, the Director of Facilities recommends approving Addendum #5 to the lease agreement between the Delaware County Board of Commissioners and the Ohio Department of Public Safety Bureau of Motor Vehicles for the Frank B. Willis Building Delaware Deputy Registrar Agency;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following Addendum #5 to the lease agreement between the Delaware County Commissioners and the Ohio Department of Public Safety Bureau of Motor Vehicles for the Frank B. Willis Building Delaware Deputy Registrar Agency;

ADDENDUM NO. 5 TO LEASE

It is hereby mutually agreed by and between
Delaware County Commissioners

as Lessor, and
Ohio Department of Public Safety

as Lessee, that effective July 1, 2019 a certain lease entered into as of August 1, 2008, covering 1,479 square feet of office space and described as:

**Bureau of Motor Vehicles
Frank B. Willis Building/ Delaware Deputy Registrar Agency
2081 U.S. Highway 23 North
Delaware, Ohio 43015**

be amended as follows:

Article II:

Add: The lease will extend for an additional term beginning July 1, 2019 through June 30, 2021.

Add: The annual rental rate will increase to \$19,816.60 per year or \$1,651.55 a month, during the next renewal period.

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All other terms and conditions of the lease will remain the same.

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

15

RESOLUTION NO. 19-1067

IN THE MATTER OF APPROVING ADDENDUM #6 TO THE LEASE AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE OHIO DEPARTMENT OF PUBLIC SAFETY OHIO BUREAU OF MOTOR VEHICLES FOR THE FRANK B. WILLIS BUILDING DELAWARE DRIVE EXAM STATION:

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

WHEREAS, the Director of Facilities recommends approving Addendum #6 to the lease agreement between the Delaware County Board of Commissioners and the Ohio Department of Public Safety Ohio Bureau of Motor Vehicles For The Frank B. Willis Building Delaware Drive Exam Station;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following Addendum #6 to the lease agreement between the Delaware County Commissioners and the Ohio Department of Public Safety Ohio Bureau of Motor Vehicles For The Frank B. Willis Building Delaware Drive Exam Station;

ADDENDUM NO. 6 TO LEASE

It is hereby mutually agreed by and between

Delaware County Commissioners

as Lessor, and

Ohio Department of Public Safety

as Lessee, that effective July 1, 2019 a certain lease entered into as of August 1, 2008, covering 1,387 square feet of office space and described as:

**Ohio Bureau of Motor Vehicles
Delaware Drive Exam Station
Frank B. Willis Building/2081 U.S. Highway 23 North
Delaware, Ohio 43015**

be amended as follows:

Article II:

Add: The lease will extend for an additional term beginning July 1, 2019 through June 30, 2021.

Add: The annual rental rate will increase at \$18,858.80, or rent \$4,645.00 per quarter, during the next renewal period.

Delete: Rental invoices in the amount listed in the above table should be sent in quarterly (1st quarter July-September; 2nd quarter October -December; 3rd quarter January-March; 4th quarter April-June). Invoices shall be presented from the 10th through the 15th day of the first of the month of the quarter for payment by the 15th day of the 2nd month. In the event that the invoices are not presented from the 10th through the 15th of the first month, the lessee will make payment on the invoices within thirty (30) days of receipt of a proper invoice.

All rental invoice should be sent to:

Ohio Shared Services
P.O. Box 182880
Columbus, Ohio 43218-2880
1-877-644-6771
invoices@ohio.gov

Add: On the first month of each quarter, the BMV will present an invoice directly to Ohio Shared Services for the quarterly payment.

All other terms and conditions of the lease will remain the same.

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

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RESOLUTION NO. 19-1068

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS AND A TRANSFER OF

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APPROPRIATION:

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

Supplemental Appropriation

| | | |
|---------------|---|------------|
| 40311470-5328 | English 346 Watershed/Maintenance and Repair | 509.07 |
| 40311454-5328 | Fancher Rd Watershed Drainage/Maintenance and Repair | 5,560.58 |
| 40311472/5328 | Gorsuch Joint County #588/Maintenance and Repair | 964.96 |
| 40311468/5328 | Hidden Springs Condo/Maintenance and Repair | 175.34 |
| 40311469/5328 | Orange Village Centre/Maintenance and Repair | 175.34 |
| 40311463-5328 | Kingston Twp 2017-1/Maintenance and Repair | 1,364.17 |
| 40311467-5328 | Kingston Twp 2017-2/Maintenance and Repair | 3,194.75 |
| 40311474/5328 | Lanetta Lane Subdivision/Maintenance and Repair | 244.86 |
| 40311460/5328 | Norris Run Full Watershed/Maintenance and Repair | 3,018.05 |
| 40311458-5328 | Radnor Twp #2015-1/Maintenance and Repair | 4,060.75 |
| 40311450-5328 | Ribov #620 Watershed/Maintenance and Repair | 2,663.82 |
| 40311465-5328 | Ruder East/Maintenance and Repair | 1,808.49 |
| 40311466-5328 | Ruder West/Maintenance and Repair | 2,011.10 |
| 40311453-5328 | Thomas #9 Watershed Drainage/Maintenance and Repair | 159.91 |
| 40311417-5328 | DI Ruder #86 & Toot #98/Maintenance and Repair | 805.76 |
| 40311466-5301 | Ruder West Steen App/Contracted Professional Services | 179,521.00 |
| 27526315-5001 | State Victim Asst Grant/Compensation | 160.00 |

Transfer of Appropriation

| | | |
|-------------------------------------|--------------------------------------|------------|
| From | To | |
| 44311437-5420 | 44311437-5801 | 750,000.00 |
| Slate Ridge Redev/Road Construction | Slate Ridge Redev/Interfund Transfer | |

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

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ADMINISTRATOR REPORTS

Mike Frommer, County Administrator

-Will be hosting a work session this afternoon with Denny Schooley, Executive Director of the Transit Board.

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Benton

- Attended the Legislative Update on Friday afternoon.
- The Land Bank met on Thursday afternoon. Acting Treasurer, Doug Crew, did a good job keeping the meeting moving.
- Toured HelpLine on Thursday.
- SourcePoint will be hosting an Age-Friendly Event on Tuesday.
- Orange Township will have their annual Business Meeting on Wednesday morning.
- Would like to congratulate The Ohio State Buckeyes on their win over Wisconsin on Saturday.

Commissioner Merrell

- Tim Wilson met with the Commissioners one-in-one.
- Bob Singer has done a copier study for the County. Would like to invite him to a budget session for a 15 presentation of his findings.

Commissioner Lewis

- Was very impressed with the services HelpLine provides. They are a very proactive group.

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RESOLUTION NO. 19-1069

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

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

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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 promotion; compensation of a public employee or public official.

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

RESOLUTION NO. 19-1070

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. Merrell Aye Mrs. Lewis Aye Mr. Benton Aye

There being no further business, the meeting adjourned.

1:30 P.M. WORK SESSION

**REPORT/PRESENTATION
DENNY SCHOOLEY, EXECUTIVE DIRECTOR DELAWARE COUNTY TRANSIT BOARD**

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners