

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 14, 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. 19-1113

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD NOVEMBER 7, 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 November 7, 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. 19-1114

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1113 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR1113:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1113, memo transfers in batch numbers MTAPR1113 and Purchase Orders as listed below:

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

PR Number	Vendor Name	Line Description	Line Account	Amount
R1905252	ORANGE TOWNSHIP TRUSTEES	LEWIS CENTER MEDIC 10-01-2019 TO 09-30-2020	10011303 - 5335	\$8,640.00
R1905278	ISIMULATE LLC	SOFTWARE SUBSCRIPTION FOR TRAINING	10011303 - 5308	\$15,980.00
R1905287	HACH CO	SAMPLER FOR POST TREATMENT BLDG AT LOWER SCIOTO	66211900 - 5450	\$6,788.80

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

4
RESOLUTION NO. 19-1115

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Adult Court Services Department is requesting that Joseph Perry, Mark Taglione, Ryan Swinehart, Laurie Winbigler, Mike Jureko, Tamar Fowler and Aaron Howard attend the OCCSA Annual Conference in Columbus, Ohio from December 9-10, 2019 at the cost of \$910.00 (fund number 25622303).

The Commissioners' Office is requesting that Jane Hawes and Marisa Stith attend a Government Social Media Conference in Seattle, Washington March 23-27, 2020; at the cost of \$4,394.40 (fund number 10011139).

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The EMS Department is requesting that Julie Webb attend an Ohio Health Trauma Conference in Columbus, Ohio November 18-19, 2019; at no cost.

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

5
RESOLUTION NO. 19-1116

IN THE MATTER OF A PROCLAMATION RECOGNIZING MARLENE CASINI:

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

WHEREAS, the Delaware County Board of Commissioners is pleased to recognize Marlene Casini on the occasion of her retirement as President of the Delaware County Foundation; and

WHEREAS, during Casini’s 14+ years as Foundation President, she has seen Foundation assets grow 64 percent to \$14 million with donations totaling \$23 million; and

WHEREAS, during Casini’s tenure, the number of charitable funds managed by the Foundation grew by 275 percent and \$13 million in funds were awarded to worthy causes by the Foundation, including more than 500 grants and scholarships in just 2018; and

WHEREAS, Casini took special pride in the relationships she forged with many of the Foundation’s grantees, including the Central Ohio Symphony, People In Need, and the Delaware County Junior Fair Livestock auction, along with many other members of our community.

THEREFORE BE IT RESOLVED that the Delaware County Board of Commissioners hereby honors and expresses its gratitude to Marlene Casini for her years of selfless service to Delaware County and its residents.

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

6
RESOLUTION NO. 19-1117

IN THE MATTER OF APPROVING SCHOOL RESOURCE OFFICER INTERGOVERNMENTAL AGREEMENTS AND MEMORANDUMS OF UNDERSTANDING BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE COUNTY SHERIFF AND BIG WALNUT LOCAL SCHOOLS, OLENTANGY LOCAL SCHOOLS, BUCKEYE VALLEY LOCAL SCHOOLS AND THE DELAWARE AREA CAREER CENTER:

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

WHEREAS, the Sheriff recommends approval of the following School Resource Officer Intergovernmental Agreements and Memorandums of Understanding with Big Walnut Local Schools, Olentangy Local Schools, Buckeye Valley Local Schools, and the Delaware Area Career Center;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following School Resource Officer Intergovernmental Agreements and Memorandums of Understanding with Big Walnut Local Schools, Olentangy Local Schools, Buckeye Valley Local Schools, and the Delaware Area Career Center:

Big Walnut Local Schools:
Intergovernmental Agreement: Assignment of Delaware County Sheriff's Deputies to the School as a School Resource Officer

Section 1: Parties to the Agreement

This Agreement is made and entered into this 14th day November, 2019 by and between the Delaware County Board of Commissioners, 101 North Sandusky Street, Delaware, Ohio 43015 and Delaware County Sheriff, 149 North Sandusky Street, Delaware, Ohio 43015 (collectively the "County") and the Big Walnut Local Schools, 110 Tippet Court, Sunbury, OH 43074 (the "School"), (hereinafter referred to individually as "Party" or collectively as the "Parties").

Section 2: Purpose

This Agreement is authorized by sections 9.482, 311.29(B), 3313.951, et seq., of the Revised Code. The School desires to enter into an agreement with the County that allows Delaware County Sheriff to assign a deputy as a School Resource Officer for the school district.

Section 3: Division of Responsibilities

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The County will provide a school resource officer to the School during schooldays and typically between the hours of 8:00AM and 4:00PM. The School Resource Officer shall provide law enforcement services to the school and shall respond to critical incidents on school premises. The School shall maintain responsibility for discipline and supervision of the students, shall be responsible for the ordinary security of the premises, and shall be responsible for securing the routine safety of staff and students. The Parties agree to execute the MOU attached hereto as Exhibit A, which further defines the responsibility of the Parties.

Section 4: Compensation

Salary and Benefits per School Resource Officer

SALARY and OVERTIME

2019-2020 School Year

	Rate	Hours	Sub-Total	Longevity	TOTAL
	\$36.07	2080	\$75,025.60	\$2,100.00	\$77,125.60
Overtime	\$54.11	80	\$4,328.80		\$4,328.80
					\$81,454.40

BENEFITS

Insurance	OPERS	Workers' Comp	Medicare	TOTAL
\$23,564.40	\$14,743.25	\$814.54	\$1,181.09	\$40,303.28
				\$40,303.28

GRAND TOTAL- \$121,757.68

Total to be paid by School (per deputy): \$60,878.84
Total to be paid by County (per deputy): \$60,878.84

- \$60,878.84The above figures are for a top-paid deputy with twenty (20) plus years of service with the Delaware County Sheriff's Office. They are based on 2019 salary rates per the labor union contract and current health insurance and Workers ' Comp costs. Eighty (80) hours of overtime have been built into the figures. Overtime will not be billed unless the deputy worked overtime for a school related function at the request of the school.
- These figures will be adjusted to salary rates awarded in the Delaware County Sheriff's Office Labor Union Contract for the Deputy Sheriff Unit beginning January 1, 2020. Health insurance and Workers ' Comp rates will be adjusted, if necessary. The school agrees to pay the Delaware County Sheriff's Office fifty percent (50%) of the actual salary, overtime and benefits of each School Resource Officer covered under this agreement. The 2019 rates are shown above and the costs for future years will be determined once new salary and benefits are established.

**These are to be determined per collective bargaining agreement which expires
December 31, 2019.**

Section 5: Records

The Parties agree that each shall maintain their respective public records concerning the services provided under this Agreement, pursuant to the laws of the State of Ohio pertaining to public records.

Section 6: Term

This Agreement shall take immediate effect upon approval by all Parties hereto and shall continue in full force and effect for one (1) year, whereupon the Parties mutually agree to review this Agreement for consideration of renewal. This Agreement may only be amended in writing with the mutual consent and agreement of the Parties. Either party may terminate this Contract at any time and for any reason by giving at least thirty (30) days advance notice, in writing, to the other.

Section 7: Legal Contingencies

In the event a change in law, whether by statute, judicial determination, or administrative action, affects this Agreement or the ability of the Parties to enter into, or continue to operate pursuant to, this Agreement, the Parties mutually agree to immediately institute a review of this Agreement. The Parties agree to negotiate in good faith to address any necessary modifications to this Agreement, to the extent permitted by applicable law.

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Section 8: 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 County's employees be considered employees of the School, nor shall the School's employees be considered employees of the County, within the meaning or application of any federal, state or local laws or regulations and vice versa.

Section 9: Equipment and Facilities

Each Party to this Agreement shall be responsible for providing any additional equipment and facilities required as a result of this agreement. In no way shall this Agreement be construed to require the sale or donation of equipment under the ownership and control of either Party of this Agreement.

Section 10: Insurance and Liability

The Parties lack the authority to indemnify. Each Party shall be responsible for its own actions, errors, and omissions, and those of its respective officials, employees, contractors, agents, and volunteers, arising under this Agreement, and each Party shall bear its own costs and expenses in the event of a claim arising under this Agreement.

Each Party shall, for the life of this Agreement, maintain comprehensive general liability insurance coverage, with minimum limits in the amount of \$1,000,000.00 each occurrence or equivalent and \$2,000,000.00 in the aggregate, and shall cause the other Party to be named as an additional insured on any applicable insurance policies.

Section 11: Miscellaneous Terms & Conditions

11.1 Entire Agreement: This Agreement shall constitute the entire understanding and agreement between the Parties and shall supersede all prior understandings and agreements relating to the subject matter hereof. This Agreement shall not be assigned.

11.2 Governing Law and Disputes: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. The Parties shall make good faith efforts to directly negotiate any disputes arising from this Agreement. If direct negotiations shall fail, the Parties agree to mediate the dispute with a mediator chosen by agreement between the Parties. If mediation shall fail, any and all legal disputes arising from this Agreement may only be filed in and heard before the Schools 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 in full force and effect.

Exhibit A: Memorandum of Understanding Regarding Assignment of Delaware County Sheriff's Deputies to Big Walnut Local Schools as a School Resource Officer

The Parties to a separately executed inter-governmental agreement to which this is designated Exhibit A and incorporated into that agreement, agree on the following policies and procedures regarding School Resource Officers:

Section 1: Officer Assignment and Supervision - The School Resource Officer will fall under the Professional Services Division and will be supervised by a Sergeant who reports to the Chief Deputy of the Professional Services Division. These officers will be assigned to our schools during the school

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year and used in a variety of crime prevention, community relations, and community education activities during the summer. The deputy would be heavily involved in educating our youth and other crime prevention and community relations activities. The School Resource Officer will be assigned buildings by mutual agreement of the District and Sheriff.

Section 2: **School Resource Officer Uniform** - The School Resource Officer will be in the uniform of the day at all times. The standard uniform of the day does not prevent the officer from performing any of the duties involved in the program.

Section 3: **School Liaison** - Each school shall assign someone to act as the liaison for this program. This person will help coordinate the deputy's presence in the various classroom to insure maximum utilization of the deputy in an educational role.

Section 4: **Office Area** - The school will provide office space for the School Resource Officer. The office will include a desk, chairs, file cabinet, computer and a separate telephone line. The office should be in a highly visible location that has easy access to the students but still provide privacy when needed.

Section 5: **Duties of the School Resource Officer** - The primary function of the School Resource Officer will be to provide a safe and secure school environment, serve as an educational resource and serve as a liaison between the school and the Sheriff's Office. The School Resource Officer and school principal or designee will meet to discuss plans and strategies to address specific issues or needs that may arise. The School Resource Officer will not be utilized in a parking enforcement role or any other school administrative assignment.

Section 6: **Role in Crime Suppression** - One of the School Resource Officer roles will be enforcement to include traditional criminal investigation and report taking. As a police officer, the School Resource Officer has the authority to make arrests and use alternatives to arrest at his/ her discretion. The School Resource Officer should be informed of all criminal activities that occur on the school campus regardless of the seriousness of the offense. The School Resource Officer will also inform school administration of all criminal activities occurring on campus to make sure all interested parties remain informed.

Section 7: **Enforcing/Reporting School Policy Violations** - The School Resource Officer will not enforce school disciplinary practices or policies and will take action only when there is a violation of law. School discipline is the responsibility of the appropriate school administrator. The School Resource Officer will report school policy violations through the proper channels to be handled by school administration.

Role in Locker, Vehicle and Personal Searches - When requested, the School Resource Officer may standby to keep the peace while school administration searches persons, property or vehicles in situations where the School Resource Officer determines it is appropriate. The District acknowledges that the School Resource Officer is a law enforcement officer and may only conduct searches in accordance with the relevant state and federal law governing searches and seizures. Likewise, the District acknowledges that the School Resource Officer may perform searches independent of the school administration under the relevant state and federal law governing searches and seizures.

Section 8: **Sharing of Information** - Recognizing communication and information sharing is essential to the success of the School Resource Officer program. The following procedures should be followed to facilitate a free flow of information to and from the School Resource Officer:

- The Ohio Revised Code, the Ohio Administrative Code, Ohio's Public Records Law as relevant to the Delaware County Sheriff's Office policy and the District's policies will govern sharing of information.
- Juvenile fingerprints and photos, as part of the arrest record, will not be shared by the School Resource Officer.

If a juvenile is an uncharged suspect in a crime, his/ her information will not be released, unless authorized by a Chief Deputy or the Sheriff.

Section 9: **Role in Critical Incidents** -The School Resource Officer will be familiar with the emergency operations manual of the District. During any critical incident occurring on school property the School Resource Officer will act as a liaison between school administration, Delaware County Sheriff's Office, and

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other emergency resources. The School Resource Officers will be on the school's disaster committee.

Section 10: **Role in Truancy Issues -Truancy** issues will be handled by school personnel. Normally, the School Resource Officer will not take an active role in the tracking of truants. School Resource Officer will act as a liaison between school and patrol personnel should law enforcement involvement become necessary due to safety concerns.

Section 11: **Role as an Educator** - The School Resource Officer will serve as an educational resource to school faculty, staff and students. The School Resource Officer may be called upon for presentations on specific topics that may lend valuable insight regarding a particular subject. The School Resource Officer may not be a certified teacher; therefore, the normal classroom teacher will be present during any instructional period. The School Resource Officer will maintain complete lesson plans on their topics of instruction and will furnish a list of topics to school personnel.

Section 12: **School Resource Officer Daily Schedule** - The School Resource Officer will normally work from 0800 until 1600 hours, Monday through Friday. School Resource Officers are permitted to leave the school campus only for official business or for travel between buildings and must leave information with school officials regarding their whereabouts and estimated time of absence. The School Resource Officer is to eat their lunch at their assigned/ scheduled school of the day. When school is not in session, such as holidays, professional days, snow days and summer break, the School Resource Officer will report to the Sheriff's Office for further assignment.

Section 13: **Leaves And Absences** - School Resource Officers will not be permitted to take extended leave during the school year. Time off must be approved the Division supervisor, sick leave will be handled as directed by the Sheriff's Standard Operation of Procedures. In addition the School Resource Officer will notify the school administration of his/ her sick leave. The Sherriff may assign a substitute to replace the School Resource Officer.

Section 14: **Transportation-** School Resource Officers will be assigned a cruiser to use when going to their assigned/ scheduled school. The cruiser will be parked in an area to insure high visibility. The cruiser will be used for any required official business during the duty day.

Olentangy Local School:

Intergovernmental Agreement: Assignment of Delaware County Sheriff's Deputies to the School as a School Resource Officer

Section 1: Parties to the Agreement

This Agreement is made and entered into this 14th day of November, 2019 by and between the Delaware County Board of Commissioners, 101 North Sandusky Street, Delaware, Ohio 43015 and Delaware County Sheriff, 149 North Sandusky Street, Delaware, Ohio 43015 (collectively the "County") and the Olentangy Local Schools, 7840 Graphics Way, Lewis Center, OH 43035 (the "School"), (hereinafter referred to individually as "Party" or collectively as the "Parties").

Section 2: Purpose

This Agreement is authorized by sections 9.482, 311.29(B), 3313.951, et seq., of the Revised Code. The School desires to enter into an agreement with the County that allows Delaware County Sheriff to assign a deputy as a School Resource Officer for the school district.

Section 3: Division of Responsibilities

The County will provide a school resource officer to the School during schooldays and typically between the hours of 8:00AM and 4:00PM. The School Resource Officer shall provide law enforcement services to the school and shall respond to critical incidents on school premises. The School shall maintain responsibility for discipline and supervision of the students, shall be responsible for the ordinary security of the premises, and shall be responsible for securing the routine safety of staff and students. The Parties agree to execute the MOU attached hereto as Exhibit A, which further defines the responsibility of the Parties.

Section 4: Compensation

Salary and Benefits per School Resource Officer

SALARY and OVERTIME

2019-2020 School Year

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	Rate	Hours	Sub-Total	Longevity	TOTAL
Base	\$36.07	2080	\$75,025.60	\$2,100.00	\$77,125.60
Overtime	\$54.11	80	\$4,328.80		\$4,328.80
					\$81,454.40

BENEFITS

Insurance	OPERS	Workers' Comp	Medicare	TOTAL
\$23,564.40	\$14,743.25	\$814.54	\$1,181.09	\$40,303.28
				\$40,303.28

GRAND TOTAL- \$121,757.68 x 6 = \$730,546.08

Total to be paid by School (per deputy): \$60,878.84 X 6 = \$365,273.04

Total to be paid by County (per deputy): \$60,878.84 X 6 = \$365,273.04

- The above figures are for a top-paid deputy with twenty (20) plus years of service with the Delaware County Sheriff's Office. They are based on 2019 salary rates per the labor union contract and current health insurance and Workers' Comp costs. Eighty (80) hours of overtime have been built into the figures. Overtime will not be billed unless the deputy worked overtime for a school related function at the request of the school.

- These figures will be adjusted to salary rates awarded in the Delaware County Sheriff's Office Labor Union Contract for the Deputy Sheriff Unit beginning January 1, 2020. Health insurance and Workers' Comp rates will be adjusted, if necessary. The school agrees to pay the Delaware County Sheriff's Office fifty percent (50%) of the actual salary, overtime and benefits of each School Resource Officer covered under this agreement. The 2019 rates are shown above and the costs for future years will be determined once new salary and benefits are established.

These are to be determined per collective bargaining agreement which expires December 31, 2019.

Section 5: Records

The Parties agree that each shall maintain their respective public records concerning the services provided under this Agreement, pursuant to the laws of the State of Ohio pertaining to public records.

Section 6: Term

This Agreement shall take immediate effect upon approval by all Parties hereto and shall continue in full force and effect for one (1) year, whereupon the Parties mutually agree to review this Agreement for consideration of renewal. This Agreement may only be amended in writing with the mutual consent and agreement of the Parties. Either party may terminate this Contract at any time and for any reason by giving at least thirty (30) days advance notice, in writing, to the other.

Section 7: Legal Contingencies

In the event a change in law, whether by statute, judicial determination, or administrative action, affects this Agreement or the ability of the Parties to enter into, or continue to operate pursuant to, this Agreement, the Parties mutually agree to immediately institute a review of this Agreement. The Parties agree to negotiate in good faith to address any necessary modifications to this Agreement, to the extent permitted by applicable law.

Section 8: 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 County's employees be

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considered employees of the School, nor shall the School's employees be considered employees of the County, within the meaning or application of any federal, state or local laws or regulations and vice versa.

Section 9: Equipment and Facilities

Each Party to this Agreement shall be responsible for providing any additional equipment and facilities required as a result of this agreement. In no way shall this Agreement be construed to require the sale or donation of equipment under the ownership and control of either Party of this Agreement.

Section 10: Insurance and Liability

The Parties lack the authority to indemnify. Each Party shall be responsible for its own actions, errors, and omissions, and those of its respective officials, employees, contractors, agents, and volunteers, arising under this Agreement, and each Party shall bear its own costs and expenses in the event of a claim arising under this Agreement.

Each Party shall, for the life of this Agreement, maintain comprehensive general liability insurance coverage, with minimum limits in the amount of \$1,000,000.00 each occurrence or equivalent and \$2,000,000.00 in the aggregate, and shall cause the other Party to be named as an additional insured on any applicable insurance policies.

Section 11: Miscellaneous Terms & Conditions

11.1. **Entire Agreement:** This Agreement shall constitute the entire understanding and agreement between the Parties and shall supersede all prior understandings and agreements relating to the subject matter hereof. This Agreement shall not be assigned.

11.2. **Governing Law and Disputes:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. The Parties shall make good faith efforts to directly negotiate any disputes arising from this Agreement. If direct negotiations shall fail, the Parties agree to mediate the dispute with a mediator chosen by agreement between the Parties. If mediation shall fail, any and all legal disputes arising from this Agreement may only be filed in and heard before the Schools 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 in full force and effect.

Exhibit A: Memorandum of Understanding Regarding Assignment of Delaware County Sheriff's Deputies to Olentangy Local Schools as a School Resource Officer

The Parties to a separately executed inter-governmental agreement to which this is designated Exhibit A and incorporated into that agreement, agree on the following policies and procedures regarding School Resource Officers:

Section 1: **Officer Assignment and Supervision** - The School Resource Officer will fall under the Professional Services Division and will be supervised by a Sergeant who reports to the Chief Deputy of the Professional Services Division. These officers will be assigned to our schools during the school year and used in a variety of crime prevention, community relations, and community education activities during the

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summer. The deputy would be heavily involved in educating our youth and other crime prevention and community relations activities. The School Resource Officer will be assigned buildings by mutual agreement of the District and Sheriff.

Section 2: **School Resource Officer Uniform** -The School Resource Officer will be in the uniform of the day at all times. The standard uniform of the day does not prevent the officer from performing any of the duties involved in the program.

Section 3: **School Liaison** - Each school shall assign someone to act as the liaison for this program. This person will help coordinate the deputy's presence in the various classroom to insure maximum utilization of the deputy in an educational role.

Section 4: **Office Area** - The school will provide office space for the School Resource Officer. The office will include a desk, chairs, file cabinet, computer and a separate telephone line. The office should be in a highly visible location that has easy access to the students but still provide privacy when needed.

Section 5: **Duties of the School Resource Officer** - The primary function of the School Resource Officer will be to provide a safe and secure school environment, serve as an educational resource and serve as a liaison between the school and the Sheriff's Office. The School Resource Officer and school principal or designee will meet to discuss plans and strategies to address specific issues or needs that may arise. The School Resource Officer will not be utilized in a parking enforcement role or any other school administrative assignment.

Section 6: **Role in Crime Suppression** - One of the School Resource Officer roles will be enforcement to include traditional criminal investigation and report taking. As a police officer, the School Resource Officer has the authority to make arrests and use alternatives to arrest at his/her discretion. The School Resource Officer should be informed of all criminal activities that occur on the school campus regardless of the seriousness of the offense. The School Resource Officer will also inform school administration of all criminal activities occurring on campus to make sure all interested parties remain informed.

Section 7: **Enforcing/Reporting School Policy Violations** - The School Resource Officer will not enforce school disciplinary practices or policies and will take action only when there is a violation of law. School discipline is the responsibility of the appropriate school administrator. The School Resource Officer will report school policy violations through the proper channels to be handled by school administration.

Role in Locker, Vehicle and Personal Searches - When requested, the School Resource Officer may standby to keep the peace while school administration searches persons, property or vehicles in situations where the School Resource Officer determines it is appropriate. The District acknowledges that the School Resource Officer is a law enforcement officer and may only conduct searches in accordance with the relevant state and federal law governing searches and seizures. Likewise, the District acknowledges that the School Resource Officer may perform searches independent of the school administration under the relevant state and federal law governing searches and seizures.

Section 8: **Sharing of Information** - Recognizing communication and information sharing is essential to the success of the School Resource Officer program. The following procedures should be followed to facilitate a free flow of information to and from the School Resource Officer:

- The Ohio Revised Code, the Ohio Administrative Code, Ohio's Public Records Law as relevant to the Delaware County Sheriff's Office policy and the District's policies will govern sharing of information.
- Juvenile fingerprints and photos, as part of the arrest record, will not be shared by the School Resource Officer.
- If a juvenile is an uncharged suspect in a crime, his/ her information will not be released, unless authorized by a Chief Deputy or the Sheriff.

Section 9: **Role in Critical Incidents** -The School Resource Officer will be familiar with the emergency operations manual of the District. During any critical incident occurring on school property the School Resource Officer will act as a liaison between school administration, Delaware County Sheriff's Office, and other emergency resources. The School Resource Officers will be on the school's disaster committee.

Section 10: **Role in Truancy Issues** -Truancy issues will be handled by school personnel. Normally, the

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School Resource Officer will not take an active role in the tracking of truants. School Resource Officer will act as a liaison between school and patrol personnel should law enforcement involvement become necessary due to safety concerns.

Section 11: Role as an Educator - The School Resource Officer will serve as an educational resource to school faculty, staff and students. The School Resource Officer may be called upon for presentations on specific topics that may lend valuable insight regarding a particular subject. The School Resource Officer may not be a certified teacher; therefore, the normal classroom teacher will be present during any instructional period. The School Resource Officer will maintain complete lesson plans on their topics of instruction and will furnish a list of topics to school personnel.

Section 12: School Resource Officer Daily Schedule - The School Resource Officer will normally work from 0800 until 1600 hours, Monday through Friday. School Resource Officers are permitted to leave the school campus only for official business or for travel between buildings and must leave information with school officials regarding their whereabouts and estimated time of absence. The School Resource Officer is to eat their lunch at their assigned/scheduled school of the day. When school is not in session, such as holidays, professional days, snow days and summer break, the School Resource Officer will report to the Sheriff's Office for further assignment.

Section 13: Leaves And Absences - School Resource Officers will not be permitted to take extended leave during the school year. Time off must be approved the Division supervisor, sick leave will be handled as directed by the Sheriff's Standard Operation of Procedures. In addition the School Resource Officer will notify the school administration of his/ her sick leave. The Sheriff may assign a substitute to replace the School Resource Officer.

Section 14: Transportation - School Resource Officers will be assigned a cruiser to use when going to their assigned/ scheduled school. The cruiser will be parked in an area to insure high visibility. The cruiser will be used for any required official business during the duty day.

Buckeye Valley Local Schools:

**Intergovernmental Agreement: Assignment of Delaware County Sheriff's Deputies
to the School as a School Resource Officer**

Section 1: Parties to the Agreement

This Agreement is made and entered into this 14th day of November, 2019 by and between the Delaware County Board of Commissioners, 101 North Sandusky Street, Delaware, Ohio 43015 and Delaware County Sheriff, 149 North Sandusky Street, Delaware, Ohio 43015 (collectively the "County") and the Buckeye Valley Local Schools, 679 Coover Road, Delaware, OH 43015 (the "School"), (hereinafter referred to individually as "Party" or collectively as the "Parties").

Section 2: Purpose

This Agreement is authorized by sections 9.482, 311.29(B), 3313.951, et seq., of the Revised Code. The School desires to enter into an agreement with the County that allows Delaware County Sheriff to assign a deputy as a School Resource Officer for the school district.

Section 3: Division of Responsibilities

The County will provide a school resource officer to the School during schooldays and typically between the hours of 8:00AM and 4:00PM. The School Resource Officer shall provide law enforcement services to the school and shall respond to critical incidents on school premises. The School shall maintain responsibility for discipline and supervision of the students, shall be responsible for the ordinary security of the premises, and shall be responsible for securing the routine safety of staff and students. The Parties agree to execute the MOU attached hereto as Exhibit A, which further defines the responsibility of the Parties.

Section 4: Compensation

Salary and Benefits per School Resource Officer

SALARY and OVERTIME

2019-2020 School Year

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	Rate	Hours	Sub-Total	Longevity	TOTAL
Base	\$36.07	2080	\$75,025.60	\$2,100.00	\$77,125.60
Overtime	\$54.11	80	\$4,328.80		\$4,328.80
					\$81,454.40

BENEFITS

Insurance	OPERS	Workers' Comp	Medicare	TOTAL
\$23,564.40	\$14,743.25	\$814.54	\$1,181.09	\$40,303.28
				\$40,303.28

GRAND TOTAL- \$121,757.68 x 2 = \$243,515.36

Total to be paid by School (per deputy): \$60,878.84 X 2 = \$121,757.68

Total to be paid by County (per deputy): \$60,878.84 X 2 = \$121,757.68

- The above figures are for a top-paid deputy with twenty (20) plus years of service with the Delaware County Sheriff's Office. They are based on 2019 salary rates per the labor union contract and current health insurance and Workers' Comp costs. Eighty (80) hours of overtime have been built into the figures. Overtime will not be billed unless the deputy worked overtime for a school related function at the request of the school.

- These figures will be adjusted to salary rates awarded in the Delaware County Sheriff's Office Labor Union Contract for the Deputy Sheriff Unit beginning January 1, 2020. Health insurance and Workers' Comp rates will be adjusted, if necessary. The school agrees to pay the Delaware County Sheriff's Office fifty percent (50%) of the actual salary, overtime and benefits of each School Resource Officer covered under this agreement. The 2019 rates are shown above and the costs for future years will be determined once new salary and benefits are established.

These are to be determined per collective bargaining agreement which expires December 31, 2019.

Section 5: Records

The Parties agree that each shall maintain their respective public records concerning the services provided under this Agreement, pursuant to the laws of the State of Ohio pertaining to public records.

Section 6: Term

This Agreement shall take immediate effect upon approval by all Parties hereto and shall continue in full force and effect for one (1) year, whereupon the Parties mutually agree to review this Agreement for consideration of renewal. This Agreement may only be amended in writing with the mutual consent and agreement of the Parties. Either party may terminate this Contract at any time and for any reason by giving at least thirty (30) days advance notice, in writing, to the other.

Section 7: Legal Contingencies

In the event a change in law, whether by statute, judicial determination, or administrative action, affects this Agreement or the ability of the Parties to enter into, or continue to operate pursuant to, this Agreement, the Parties mutually agree to immediately institute a review of this Agreement. The Parties agree to negotiate in good faith to address any necessary modifications to this Agreement, to the extent permitted by applicable law.

Section 8: 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 County's employees be considered employees of the School, nor shall the School's employees be considered employees of the County, within the meaning or application of any federal, state or local laws or regulations and vice versa.

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Section 9: Equipment and Facilities

Each Party to this Agreement shall be responsible for providing any additional equipment and facilities required as a result of this agreement. In no way shall this Agreement be construed to require the sale or donation of equipment under the ownership and control of either Party of this Agreement.

Section 10: Insurance and Liability

The Parties lack the authority to indemnify. Each Party shall be responsible for its own actions, errors, and omissions, and those of its respective officials, employees, contractors, agents, and volunteers, arising under this Agreement, and each Party shall bear its own costs and expenses in the event of a claim arising under this Agreement.

Each Party shall, for the life of this Agreement, maintain comprehensive general liability insurance coverage, with minimum limits in the amount of \$1,000,000.00 each occurrence or equivalent and \$2,000,000.00 in the aggregate, and shall cause the other Party to be named as an additional insured on any applicable insurance policies.

Section 11: Miscellaneous Terms & Conditions

11.1. **Entire Agreement:** This Agreement shall constitute the entire understanding and agreement between the Parties and shall supersede all prior understandings and agreements relating to the subject matter hereof. This Agreement shall not be assigned.

11.2. **Governing Law and Disputes:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. The Parties shall make good faith efforts to directly negotiate any disputes arising from this Agreement. If direct negotiations shall fail, the Parties agree to mediate the dispute with a mediator chosen by agreement between the Parties. If mediation shall fail, any and all legal disputes arising from this Agreement may only be filed in and heard before the Schools 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 in full force and effect.

Exhibit A: Memorandum of Understanding Regarding Assignment of Delaware County Sheriff's Deputies to Buckeye Valley Local Schools as a School Resource Officer

The Parties to a separately executed inter-governmental agreement to which this is designated Exhibit A and incorporated into that agreement, agree on the following policies and procedures regarding School Resource Officers:

Section 1: Officer Assignment and Supervision - The School Resource Officer will fall under the Professional Services Division and will be supervised by a Sergeant who reports to the Chief Deputy of the Professional Services Division. These officers will be assigned to our schools during the school year and used in a variety of crime prevention, community relations, and community education activities during the summer. The deputy would be heavily involved in educating our youth and other crime prevention and community relations activities. The School Resource Officer will be assigned

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buildings by mutual agreement of the District and Sheriff.

Section 2: **School Resource Officer Uniform** - The School Resource Officer will be in the uniform of the day at all times. The standard uniform of the day does not prevent the officer from performing any of the duties involved in the program.

Section 3: **School Liaison** - Each school shall assign someone to act as the liaison for this program. This person will help coordinate the deputy's presence in the various classroom to insure maximum utilization of the deputy in an educational role.

Section 4: **Office Area** - The school will provide office space for the School Resource Officer. The office will include a desk, chairs, file cabinet, computer and a separate telephone line. The office should be in a highly visible location that has easy access to the students but still provide privacy when needed.

Section 5: **Duties of the School Resource Officer** - The primary function of the School Resource Officer will be to provide a safe and secure school environment, serve as an educational resource and serve as a liaison between the school and the Sheriff's Office. The School Resource Officer and school principal or designee will meet to discuss plans and strategies to address specific issues or needs that may arise. The School Resource Officer will not be utilized in a parking enforcement role or any other school administrative assignment.

Section 6: **Role in Crime Suppression** - One of the School Resource Officer roles will be enforcement to include traditional criminal investigation and report taking. As a police officer, the School Resource Officer has the authority to make arrests and use alternatives to arrest at his/her discretion. The School Resource Officer should be informed of all criminal activities that occur on the school campus regardless of the seriousness of the offense. The School Resource Officer will also inform school administration of all criminal activities occurring on campus to make sure all interested parties remain informed.

Section 7: **Enforcing/Reporting School Policy Violations** - The School Resource Officer will not enforce school disciplinary practices or policies and will take action only when there is a violation of law. School discipline is the responsibility of the appropriate school administrator. The School Resource Officer will report school policy violations through the proper channels to be handled by school administration.

Role in Locker, Vehicle and Personal Searches - When requested, the School Resource Officer may standby to keep the peace while school administration searches persons, property or vehicles in situations where the School Resource Officer determines it is appropriate. The District acknowledges that the School Resource Officer is a law enforcement officer and may only conduct searches in accordance with the relevant state and federal law governing searches and seizures. Likewise, the District acknowledges that the School Resource Officer may perform searches independent of the school administration under the relevant state and federal law governing searches and seizures.

Section 8: **Sharing of Information** - Recognizing communication and information sharing is essential to the success of the School Resource Officer program. The following procedures should be followed to facilitate a free flow of information to and from the School Resource Officer:

- The Ohio Revised Code, the Ohio Administrative Code, Ohio's Public Records Law as relevant to the Delaware County Sheriff's Office policy and the District's policies will govern sharing of information.

Juvenile fingerprints and photos, as part of the arrest record, will not be shared by the School Resource Officer.

If a juvenile is an uncharged suspect in a crime, his/ her information will not be released, unless authorized by a Chief Deputy or the Sheriff.

Section 9: **Role in Critical Incidents** - The School Resource Officer will be familiar with the emergency operations manual of the District. During any critical incident occurring on school property the School Resource Officer will act as a liaison between school administration, Delaware County Sheriff's Office, and other emergency resources. The School Resource Officers will be on the school's disaster committee.

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Section 10: **Role in Truancy Issues -Truancy** issues will be handled by school personnel. Normally, the School Resource Officer will not take an active role in the tracking of truants. School Resource Officer will act as a liaison between school and patrol personnel should law enforcement involvement become necessary due to safety concerns.

Section 11: **Role as an Educator** - The School Resource Officer will serve as an educational resource to school faculty, staff and students. The School Resource Officer may be called upon for presentations on specific topics that may lend valuable insight regarding a particular subject. The School Resource Officer may not be a certified teacher; therefore, the normal classroom teacher will be present during any instructional period. The School Resource Officer will maintain complete lesson plans on their topics of instruction and will furnish a list of topics to school personnel.

Section 12: **School Resource Officer Daily Schedule** - The School Resource Officer will normally work from 0800 until 1600 hours, Monday through Friday. School Resource Officers are permitted to leave the school campus only for official business or for travel between buildings and must leave information with school officials regarding their whereabouts and estimated time of absence. The School Resource Officer is to eat their lunch at their assigned / scheduled school of the day. When school is not in session, such as holidays, professional days, snow days and summer break, the School Resource Officer will report to the Sheriff's Office for further assignment.

Section 13: **Leaves And Absences** - School Resource Officers will not be permitted to take extended leave during the school year. Time off must be approved the Division supervisor, sick leave will be handled as directed by the Sheriffs Standard Operation of Procedures. In addition the School Resource Officer will notify the school administration of his/ her sick leave. The Sherriff may assign a substitute to replace the School Resource Officer.

Section 14: **Transportation-** School Resource Officers will be assigned a cruiser to use when going to their assigned/ scheduled school. The cruiser will be parked in an area to insure high visibility. The cruiser will be used for any required official business during the duty day.

Delaware Area Career Center:

Intergovernmental Agreement: Assignment of Delaware County Sheriff's Deputies to the School as a School Resource Officer

Section 1: Parties to the Agreement

This Agreement is made and entered into this 14th day of November, 2019 by and between the Delaware County Board of Commissioners, 101 North Sandusky Street, Delaware, Ohio 43015 and Delaware County Sheriff, 149 North Sandusky Street, Delaware, Ohio 43015 (collectively the "County") and the Delaware Area Career Center, 4565 Columbus Pike, Delaware, OH 43015 (the "School"), (hereinafter referred to individually as "Party" or collectively as the "Parties").

Section 2: Purpose

This Agreement is authorized by sections 9.482, 311.29(B), 3313.951, et seq., of the Revised Code. The School desires to enter into an agreement with the County that allows Delaware County Sheriff to assign a deputy as a School Resource Officer for the school district.

Section 3: Division of Responsibilities

The County will provide a school resource officer to the School during schooldays and typically between the hours of 8:00AM and 4:00PM. The School Resource Officer shall provide law enforcement services to the school and shall respond to critical incidents on school premises. The School shall maintain responsibility for discipline and supervision of the students, shall be responsible for the ordinary security of the premises, and shall be responsible for securing the routine safety of staff and students. The Parties agree to execute the MOU attached hereto as Exhibit A, which further defines the responsibility of the Parties.

Section 4: Compensation

Salary and Benefits per School Resource Officer

SALARY and OVERTIME

2019-2020 School Year

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	Rate	Hours	Sub-Total	Longevity	TOTAL
Base	\$36.07	2080	\$75,025.60	\$2,100.00	\$77,125.60
Overtime	\$54.11	80	\$4,328.80		\$4,328.80
					\$81,454.40

BENEFITS

Insurance	OPERS	Workers' Comp	Medicare	TOTAL
\$23,564.40	\$14,743.25	\$814.54	\$1,181.09	\$40,303.28
				\$40,303.28

GRAND TOTAL- \$121,757.68

Total to be paid by School (per deputy) : \$60,878.84

Total to be paid by County (per deputy): \$60,878.84

- The above figures are for a top-paid deputy with twenty (20) plus years of service with the Delaware County Sheriff's Office. They are based on 2019 salary rates per the labor union contract and current health insurance and Workers ' Comp costs. Eighty (80) hours of overtime have been built into the figures. Overtime will not be billed unless the deputy worked overtime for a school related function at the request of the school.

- These figures will be adjusted to salary rates awarded in the Delaware County Sheriff's Office Labor Union Contract for the Deputy Sheriff Unit beginning January 1, 2020. Health insurance and Workers' Comp rates will be adjusted, if necessary. The school agrees to pay the Delaware County Sheriff's Office fifty percent (50%) of the actual salary, overtime and benefits of each School Resource Officer covered under this agreement. The 2019 rates are shown above and the costs for future years will be determined once new salary and benefits are established.

These are to be determined per collective bargaining agreement which expires December 31, 2019.

Section 5: Records

The Parties agree that each shall maintain their respective public records concerning the services provided under this Agreement, pursuant to the laws of the State of Ohio pertaining to public records.

Section 6: Term

This Agreement shall take immediate effect upon approval by all Parties hereto and shall continue in full force and effect for one (1) year, whereupon the Parties mutually agree to review this Agreement for consideration of renewal. This Agreement may only be amended in writing with the mutual consent and agreement of the Parties. Either party may terminate this Contract at any time and for any reason by giving at least thirty (30) days advance notice, in writing, to the other.

Section 7: Legal Contingencies

In the event a change in law, whether by statute, judicial determination, or administrative action, affects this Agreement or the ability of the Parties to enter into, or continue to operate pursuant to, this Agreement, the Parties mutually agree to immediately institute a review of this Agreement. The Parties agree to negotiate in good faith to address any necessary modifications to this Agreement, to the extent permitted by applicable law.

Section 8: 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 County's employees be considered employees of the School, nor shall the School's employees be considered employees of the

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County, within the meaning or application of any federal, state or local laws or regulations and vice versa.

Section 9: Equipment and Facilities

Each Party to this Agreement shall be responsible for providing any additional equipment and facilities required as a result of this agreement. In no way shall this Agreement be construed to require the sale or donation of equipment under the ownership and control of either Party of this Agreement.

Section 10: Insurance and Liability

The Parties lack the authority to indemnify. Each Party shall be responsible for its own actions, errors, and omissions, and those of its respective officials, employees, contractors, agents, and volunteers, arising under this Agreement, and each Party shall bear its own costs and expenses in the event of a claim arising under this Agreement.

Each Party shall, for the life of this Agreement, maintain comprehensive general liability insurance coverage, with minimum limits in the amount of \$1,000,000.00 each occurrence or equivalent and \$2,000,000.00 in the aggregate, and shall cause the other Party to be named as an additional insured on any applicable insurance policies.

Section 11: Miscellaneous Terms & Conditions

11.1. **Entire Agreement:** This Agreement shall constitute the entire understanding and agreement between the Parties and shall supersede all prior understandings and agreements relating to the subject matter hereof. This Agreement shall not be assigned.

11.2. **Governing Law and Disputes:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. The Parties shall make good faith efforts to directly negotiate any disputes arising from this Agreement. If direct negotiations shall fail, the Parties agree to mediate the dispute with a mediator chosen by agreement between the Parties. If mediation shall fail, any and all legal disputes arising from this Agreement may only be filed in and heard before the Schools 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.

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 in full force and effect.

Exhibit A: Memorandum of Understanding Regarding Assignment of Delaware County Sheriff's Deputies to Buckeye Valley Local Schools as a School Resource Officer

The Parties to a separately executed inter-governmental agreement to which this is designated Exhibit A and incorporated into that agreement, agree on the following policies and procedures regarding School Resource Officers:

Section 1: Officer Assignment and Supervision - The School Resource Officer will fall under the Professional Services Division and will be supervised by a Sergeant who reports to the Chief Deputy of the Professional Services Division. These officers will be assigned to our schools during the school year and used in a variety of crime prevention, community relations, and community education activities during the summer. The deputy would be heavily involved in educating our youth and other

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crime prevention and community relations activities. The School Resource Officer will be assigned buildings by mutual agreement of the District and Sheriff.

Section 2: **School Resource Officer Uniform** - The School Resource Officer will be in the uniform of the day at all times. The standard uniform of the day does not prevent the officer from performing any of the duties involved in the program.

Section 3: **School Liaison** - Each school shall assign someone to act as the liaison for this program. This person will help coordinate the deputy's presence in the various classroom to insure maximum utilization of the deputy in an educational role.

Section 4: **Office Area** - The school will provide office space for the School Resource Officer. The office will include a desk, chairs, file cabinet, computer and a separate telephone line. The office should be in a highly visible location that has easy access to the students but still provide privacy when needed.

Section 5: **Duties of the School Resource Officer** - The primary function of the School Resource Officer will be to provide a safe and secure school environment, serve as an educational resource and serve as a liaison between the school and the Sheriff's Office. The School Resource Officer and school principal or designee will meet to discuss plans and strategies to address specific issues or needs that may arise. The School Resource Officer will not be utilized in a parking enforcement role or any other school administrative assignment.

Section 6: **Role in Crime Suppression** - One of the School Resource Officer roles will be enforcement to include traditional criminal investigation and report taking. As a police officer, the School Resource Officer has the authority to make arrests and use alternatives to arrest at his/her discretion. The School Resource Officer should be informed of all criminal activities that occur on the school campus regardless of the seriousness of the offense. The School Resource Officer will also inform school administration of all criminal activities occurring on campus to make sure all interested parties remain informed.

Section 7: **Enforcing/Reporting School Policy Violations** - The School Resource Officer will not enforce school disciplinary practices or policies and will take action only when there is a violation of law. School discipline is the responsibility of the appropriate school administrator. The School Resource Officer will report school policy violations through the proper channels to be handled by school administration.

Role in Locker, Vehicle and Personal Searches - When requested, the School Resource Officer may standby to keep the peace while school administration searches persons, property or vehicles in situations where the School Resource Officer determines it is appropriate. The District acknowledges that the School Resource Officer is a law enforcement officer and may only conduct searches in accordance with the relevant state and federal law governing searches and seizures. Likewise, the District acknowledges that the School Resource Officer may perform searches independent of the school administration under the relevant state and federal law governing searches and seizures.

Section 8: **Sharing of Information** - Recognizing communication and information sharing is essential to the success of the School Resource Officer program. The following procedures should be followed to facilitate a free flow of information to and from the School Resource Officer:

- The Ohio Revised Code, the Ohio Administrative Code, Ohio's Public Records Law as relevant to the Delaware County Sheriff's Office policy and the District's policies will govern sharing of information.
- Juvenile fingerprints and photos, as part of the arrest record, will not be shared by the School Resource Officer.
- If a juvenile is an uncharged suspect in a crime, his/ her information will not be released, unless authorized by a Chief Deputy or the Sheriff.

Section 9: **Role in Critical Incidents** - The School Resource Officer will be familiar with the emergency operations manual of the District. During any critical incident occurring on school property the School Resource Officer will act as a liaison between school administration, Delaware County Sheriff's Office, and other emergency resources. The School Resource Officers will be on the school's disaster committee.

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Section 10: **Role in Truancy Issues -Truancy** issues will be handled by school personnel. Normally, the School Resource Officer will not take an active role in the tracking of truants. School Resource Officer will act as a liaison between school and patrol personnel should law enforcement involvement become necessary due to safety concerns.

Section 11: **Role as an Educator** - The School Resource Officer will serve as an educational resource to school faculty, staff and students. The School Resource Officer may be called upon for presentations on specific topics that may lend valuable insight regarding a particular subject. The School Resource Officer may not be a certified teacher; therefore, the normal classroom teacher will be present during any instructional period. The School Resource Officer will maintain complete lesson plans on their topics of instruction and will furnish a list of topics to school personnel.

Section 12: **School Resource Officer Daily Schedule** - The School Resource Officer will normally work from 0800 until 1600 hours, Monday through Friday. School Resource Officers are permitted to leave the school campus only for official business or for travel between buildings and must leave information with school officials regarding their whereabouts and estimated time of absence. The School Resource Officer is to eat their lunch at their assigned / scheduled school of the day. When school is not in session, such as holidays, professional days, snow days and summer break, the School Resource Officer will report to the Sheriff's Office for further assignment.

Section 13: **Leaves And Absences** - School Resource Officers will not be permitted to take extended leave during the school year. Time off must be approved the Division supervisor, sick leave will be handled as directed by the Sheriffs Standard Operation of Procedures. In addition the School Resource Officer will notify the school administration of his/ her sick leave. The Sherriff may assign a substitute to replace the School Resource Officer.

Section 14: **Transportation-** School Resource Officers will be assigned a cruiser to use when going to their assigned/ scheduled school. The cruiser will be parked in an area to insure high visibility. The cruiser will be used for any required official business during the duty day.

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

**7
RESOLUTION NO. 19-1118**

IN THE MATTER OF APPROVING TRANSFERS OF APPROPRIATIONS FOR THE RECORDER'S OFFICE:

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

Transfer of Appropriations			
From:	To:		
10013101-5201	10013101-5380		\$250.00
Recorder/work comp	Recorder/service payment		

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

**8
RESOLUTION NO 19-1119**

IN THE MATTER OF ACCEPTING THE AWARD FOR THE VICTIMS OF CRIME AND STATE VICTIMS ASSISTANCE GRANT (VOCA/SVAA) FOR VICTIM SERVICES:

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

Grant #	2020 VOCA
Source:	VOCA- Ohio Attorney General
Grant Period:	October 1, 2019 – September 30, 2020
Federal Grant Requested Amount:	\$ 147,702.73
Local Match:	<u>\$ 36,925.69</u>
Total VOCA Grant Amount:	\$ 184,628.42
Grant #	2020 SVAA
Source:	SVAA- Ohio Attorney General
Grant Period:	October 1, 2019 – September 30, 2020

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Federal Grant Requested Amount:	\$ 2,106.00
Local Match:	<u>0.00</u>
Total SVAA Grant Amount:	\$ 2,106.00
 Total Grant Amount:	 \$ 186,734.42

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

9
RESOLUTION NO. 19-1120

IN THE MATTER OF APPROVING A RESOLUTION OF NECESSITY FOR THE LEASE OF A MOTOR VEHICLE FOR THE USE OF DELAWARE COUNTY EMERGENCY MEDICAL SERVICES:

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

WHEREAS, pursuant to section 307.41 of the Revised Code, the Board of Commissioners of Delaware County, Ohio (the "Board") may find, by resolution of necessity, that it is necessary to expend county monies for the purchase or lease of motor vehicles to be used by the County Commissioners, by any county department, board, commission, office or agency, or by any elected county official or his or her employees; and

WHEREAS, the Board has before it a request from the Director of Business Operations and Financial Management to expend county monies for the lease of a new motor vehicle; and

WHEREAS, the motor vehicle is available for lease through the Enterprise Government Vehicle Leasing Program (the "Program");

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO:

Section 1. The Board hereby declares that it is necessary to expend county monies for the lease of a motor vehicle to be used by the Delaware County Emergency Medical Services for the following reasons: (1) existing motor vehicles have reached the end of their useful service lives; and (2) new motor vehicles are necessary to provide safe and reliable transportation for County employees.

Section 2. The Board hereby approves the lease of the following motor vehicle from the Program and declares that the lease of said motor vehicle shall be in accordance with the Program's Lease Agreement, pursuant to the contract and terms and conditions set forth in Resolution No. 18-824 approving the Fleet Management Master Equity Lease Agreement, Amendment To Master Equity Lease Agreement, and Credit Application With Enterprise FM Trust:

Vehicle Type	2019 Vehicle Make and Model	Annual Lease Payment	Number to be Leased	Total Annual Lease Payment Per Type
XL 4x4 SD Crew Cab 6.75 ft. box 160 in. WB SRW	FORD F-250	\$7,321.68	1	\$7,321.68

Section 3. The Clerk of the Board is hereby directed to certify a copy of this Resolution to the Director of Business Operations and Financial Management and the County Auditor.

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

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RESOLUTION NO. 19-1121

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR SCIOTO MEADOWS SOUTH:

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 Scioto Meadows South;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the sanitary sewer improvement plans for Scioto Meadows South for submittal to the Ohio EPA for their approval.

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

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RESOLUTION 19-1122

IN THE MATTER OF APPROVING THE SANITARY SEWER SUBDIVIDER’S AGREEMENT FOR NORTHLAKE PRESERVE SECTION 2:

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

WHEREAS, the Sanitary Engineer recommends approval of the Sanitary Subdivider’s Agreement for Northlake Preserve Section 2;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the following Sanitary Sewer Subdivider’s Agreement for Northlake Preserve Section 2:

SUBDIVIDER’S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

SECTION I: INTRODUCTION

This Agreement is entered into on this 14th day of November 2019, by and between **MI Homes**, hereinafter called “Subdivider”, and the Delaware County Board of Commissioners (hereinafter called “County Commissioners” or “County”) as evidenced by the **The Northlake Preserve Section 2** Subdivision Plat filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, and is governed by the following considerations and conditions, to wit:

The Subdivider is to construct, install or otherwise make all public improvements (the “Improvements”) shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for Section 2 of the **Sanitary Sewer Improvement Plan for Northlake Preserve Sections 1 & 2**, dated **April 24, 2019**, and approved by the County on **May 9, 2019**, all of which are a part of this Agreement. The Subdivider shall pay the entire cost and expense of the Improvements.

SECTION II: CAPACITY

There are **35** single family residential equivalent connections approved with this Agreement. Capacity shall be reserved for one year from the date of this Agreement, unless the County Commissioners grant an extension in writing. If the final Subdivision Plat is not recorded prior to expiration of the reservation deadline as set forth herein, the Subdivider agrees and acknowledges that capacity shall not be guaranteed.

SECTION III: FINANCIAL WARRANTY

For on-site improvements the following options for financial warranty apply:

OPTIONS:

- (1) Should the Subdivider elect to record the plat prior to beginning construction, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$140,977.00**) which is acceptable to the County Commissioners to insure faithful performance of this Agreement and the completion of all Improvements in accordance with the Subdivision Regulations of Delaware County, Ohio.
- (2) Should the Subdivider elect to proceed with construction prior to recording the plat, no approved financial warranties are necessary until such time as Subdivider elects to record the plat. At that time, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction remaining to be completed as determined by the Delaware County Sanitary Engineer.

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

Initials _____

Date _____

The Subdivider shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the Delaware County Sanitary Engineer a five (5) year maintenance bond, or other approved financial warranties, equal to ten percent (10%) of the construction cost.

The Subdivider further agrees that any violations of or noncompliance with any of the provisions and stipulations of this Agreement shall constitute a breach of contract, and the County shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the Improvements for Section 2 of the **Sanitary Sewer Improvements for Northlake Preserve Sections 1 & 2**.

SECTION IV: FEES

It is further agreed that upon execution of this Agreement, the Subdivider shall pay the Delaware

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County Sanitary Engineer three and one-half percent (3½%) of the estimated construction cost of the Improvements for plan review of **Sanitary Sewer Improvements for Northlake Preserve Section 2 (\$4,934.20)**. The Subdivider shall also pay the Delaware County Sanitary Engineer eight percent (8½ %) of the estimated construction cost of the Improvements for inspection during construction and cleaning and televising of the sewers and appurtenances of **Sanitary Sewer Improvements for Northlake Preserve Section 2 (\$11,983.05)**. The Delaware County Sanitary Engineer shall in his or her sole discretion inspect, as necessary, the Improvements being installed or constructed by the Subdivider and shall keep records of the time spent by his or her employees and agents in such inspections and in the event the hours worked for inspection at a rate of \$75.00 per hour and for the camera truck at \$150.00 per hour exceeds the eight percent (8½%), the County may require, and the Subdivider shall pay, additional funds based on the estimated effort for completion as determined by the Sanitary Engineer in his or her sole discretion.

In addition to the charges above, the Subdivider shall pay the cost of any third party inspection services for **Sanitary Sewer Improvements for Northlake Preserve Sections 1 & 2** as required by the County.

SECTION V: CONSTRUCTION

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

The Subdivider shall indemnify and save harmless the County, Townships, Cities, and/or Villages and all of their officials, employees, and agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any action, or omissions of the Subdivider, and any of its contractors or sub-contractors, or from any material, method, or explosive used in the Work, or by or on account of any accident caused by negligence, or any other act or omission of the Subdivider, and any of its contractors or the contractors' agents or employees in connection with the Work.

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

If, due to unforeseen circumstances during construction activities, the Subdivider must install any of the Improvements to a different location than shown on the approved and signed construction plans, the Subdivider shall request a revision to the construction plans and the Delaware County Sanitary Engineer shall evaluate this request. If the request for a revision is approved in writing by the Delaware County Sanitary Engineer, then the Subdivider shall provide and record a revised, permanent, exclusive sanitary easement prior to the County's acceptance of the sewer. The language and dimensions of the revised, permanent, exclusive sanitary easements shall be subject to the approval of the Delaware County Sanitary Engineer.

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

The Subdivider shall obtain all other necessary utility services incident to the construction of the Improvements and for their continued operation. The Subdivider shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the Subdivider and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the County.

SECTION VI: EASEMENTS

The Subdivider shall provide to the County all necessary easements or rights-of-way required to complete the Improvements, all of which shall be obtained at the expense of the Subdivider. All Improvements, including, but not limited to, public sanitary sewers, force mains, manholes, and private laterals to offsite properties shall be located within a recorded, permanent, exclusive sanitary easement on file at the Delaware County Recorder's Office, the language of which shall be subject to approval by the Delaware County Sanitary Engineer. The dimensions of all easements shall be as shown on the approved engineering drawings. If any onsite easement or necessary right of way is not to be recorded as part of a subdivision plat, such easements and rights-of-way shall be recorded and provided to the Delaware County Sanitary Engineer before a preconstruction meeting will be permitted and before construction may begin on the Improvements. All offsite easements must be recorded prior to signing the plans unless otherwise permitted, in writing, by the Delaware County Sanitary Engineer.

SECTION VII: COMPLETION OF CONSTRUCTION

The County shall, upon certification in writing from the Delaware County Sanitary Engineer that all construction is complete according to the plans and specifications, by Resolution, accept the Improvements

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described herein and accept and assume operations and maintenance of the Improvements.

The Subdivider shall within thirty (30) days following completion of construction of the Improvements, and prior to final acceptance, furnish to the County as required:

- (1) "As built" drawings of the Improvements which plans shall become the property of the County and shall remain in the office of the Delaware County Sanitary Engineer and Delaware County Engineer and/or the City of Powell. The drawings shall be on reproducible Mylar (full size), two paper copies (one full size & one 11"x17"), and a Compact Diskette with the plans in .DWG format & .PDF format.
- (2) An Excel spreadsheet, from a template as provided by the Delaware County Sanitary Engineer, shall accompany the plan submittal showing the locations of the manholes in Ohio State Plane North Coordinates NAD 1983 (NAVD 1988 datum) and other miscellaneous project data.
- (3) An itemized statement showing the cost of the Improvements.
- (4) An Affidavit or waiver of lien from all contractors associated with the project that all material and labor costs have been paid. The Subdivider shall indemnify and hold harmless the County from expenses or claims for labor or materials incident to the construction of the Improvements.
- (5) Documentation showing the required sanitary easements.

Should the Subdivider become unable to carry out the provisions of this Agreement, the Subdivider's heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions, and requirements of this Agreement. Notwithstanding any other provision of this Agreement, the County shall have no obligation to construct any improvements contemplated herein, and any construction thereof on the part of the County shall be strictly permissive and within the County's sole discretion.

The Subdivider, for a period of five (5) years after acceptance of the Improvements by the County, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a part of the Improvements shall be the same as new equipment warranties and shall be assigned to the County upon acceptance of the Improvements. A list of corrective items shall be provided to the Subdivider prior to expiration of the five (5) year period.

After the acceptance of the Improvements, the capacity charge **and any surcharges** shall be paid by the applicant upon request to the Delaware County Sanitary Engineer for a tap permit to connect to the sanitary sewer. User fee charges will commence the day the sanitary tap is made, regardless of completeness of construction.

SECTION VIII: SIGNATURES

IN CONSIDERATION WHEREOF, the County Commissioners hereby grant the Subdivider or its agent the right and privilege to make the Improvements stipulated herein and as shown on the approved plans.

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

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RESOLUTION NO. 19-1123

IN THE MATTER OF APPROVING CHANGE ORDER NO. 1 WITH POLYDYNE, INC.:

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

WHEREAS, Polydyne, Inc. is currently under contract to supply various emulsion polymers for the Sewer District (DCRSD Contract 18-02); and

WHEREAS, the contract allows for an extension of up to two (2) years; and

WHEREAS, there is no change in contract price; and

WHEREAS, the Sanitary Engineer recommends approving Change Order No. 1 to extend the existing contract with Polydyne, Inc., until December 31, 2020;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves Change Order No. 1 to extend the contract with Polydyne, Inc., and authorizes the Sanitary Engineer to sign the Change Order document.

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

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RESOLUTION NO. 19-1124

IN THE MATTER OF RE-APPOINTING A MEMBER TO THE DELAWARE COUNTY BOARD OF ZONING APPEALS:

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

WHEREAS, the Delaware County Board of Commissioners (the “Board of Commissioners”) created the Delaware County Board of Zoning Appeals (the “BZA”), pursuant to section 303.13 of the Revised Code; and

WHEREAS, as necessary, the Board of Commissioners shall make appointments to the BZA to fill vacancies in both unexpired and expired terms; and

WHEREAS, on June 20, 2013, the Board of Commissioners adopted Resolution No. 13-645, adopting a policy for the appointment of members to boards and commissions (the “Policy”), which requires posting of all available positions for at least fourteen (14) days and permits the Board of Commissioners to conduct interviews of any applicants; and

WHEREAS, the Board of Commissioners desires to approve an exception to the Policy in order to reappoint a current member of the BZA;

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

Section 1. The Board hereby approves an exception to the Policy for the appointment made herein by choosing to waive the requirement for posting the position and to proceed directly to appointment.

Section 2. The Board of Commissioners hereby approves the re-appointment of the following member to the BZA for the term specified herein:

Position	Appointee	Term Commences	Term Ends
BZA-4	Kent Manley	January 1, 2020	December 31, 2024

Section 3. The re-appointment approved in this Resolution shall take effect on January 1, 2020.

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

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ADMINISTRATOR REPORTS

Mike Frommer, County Administrator

-Will be attending the CALEA accreditation interview tomorrow with Director Brandt in Kentucky.

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COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Benton

- Will be attending the Finance Authority’s Annual Luncheon today at the Renaissance Hotel.
- Will be attending the Central Ohio Youth Center meeting this afternoon.
- Attended The Arts Castle Fall Festival last week.
- Attended the Galena Brick Trail Ribbon Cutting Ceremony on Saturday. This is the third and final phase of the Galena to Sunbury portion of the Ohio to Erie bike trail.
- Attended the Veteran’s Day breakfast at SourcePoint on Monday morning.
- The Ohio Wesleyan Economic Development dinner was last night.
- Will be attending the Sunbury/Big Walnut Chamber annual dinner tonight.
- The Township Training will take place on Saturday morning.
- Congratulations to The Ohio State University men’s basketball win over Villanova last night.

Commissioner Merrell

- Attended The Arts Castle Fall Festival last week. Very well attended.
- Will be attending the Sunbury/Big Walnut Chamber annual dinner tonight.
- Participated in the Veteran’s Day Parade on Sunday. Kudos to Margo Michaels who organizes the parade; she does a very good job.
- Thanks to Mike Frommer for going to the CALEA interview tomorrow in his place.
- Will be attending the Township Training on Saturday as well.

Commissioner Lewis

- Congratulations to Matt Brown, HR Coordinator, who earned his Professional in Human Resources Certificate from the nationally recognized Human Resources Certification Institute.

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RESOLUTION NO. 19-1125

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

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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 compensation of a public employee or public official; for collective bargaining.

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

RESOLUTION NO. 19-1126

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.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners