

COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 11, 2025

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 - Absent
Gary Merrell, Commissioner

Pledge of Allegiance led by Commissioner Lewis

Remarks from Commissioner Merrell and Commissioner Lewis on Anniversary of September 11th

Remarks from Commissioner Merrell and Commissioner Lewis concerning event in Utah

RECESS AT 9:40 A.M. / RECONVENE AT 9:42 A.M.

1
RESOLUTION NO. 25-717

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD SEPTEMBER 8, 2025:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in regular session on September 8, 2025; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the previous meeting.

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

2
PUBLIC COMMENT

3
RESOLUTION NO. 25-718

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR 0910:

It was moved by Mr. Merrell, seconded by Mrs. Lewis, to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR 0910 and Purchase Orders as listed below:

| <u>Vendor</u> | <u>Description</u> | <u>Account</u> | <u>Amount</u> |
|------------------------------|------------------------------|----------------|---------------|
| PO’ Increase | | | |
| (P2501626) Enterise FM Trust | SRF Operations & Maintenance | 66211900-5335 | \$25,300.00 |
| (P2501626) Enterise FM Trust | Land and Buildings | 10011105-5335 | \$9,300.00 |
| (P2501626) Enterise FM Trust | Sheriff / Deputies | 10031301-5335 | \$17,500.00 |
| (P2501626) Enterise FM Trust | Veterans Services | 10062601-5335 | \$550.00 |
| (P2503093) XYLEM | SRF Operations & Maintenance | 66211900-5228 | \$20,000.00 |
| (P2501037) Forensic Fluid | Childrens Services | 22511607-5342 | \$8,300.00 |
| (P2503108) Fox Run Hospital | Childrens Services | 22511607-5350 | \$40,000.00 |
| (P2500970) Various JFS Dayca | Childrens Services | 22511607-5348 | \$22,000.00 |
| (P2503643) Kids Count Too | Childrens Services | 22511607-5348 | \$20,050.00 |
| (P2503699) Champion Life Hou | Childrens Services | 22511607-5350 | \$9,400.00 |

| PR Number | Vendor Name | Line Description | Account | Amount |
|-----------|-------------|------------------|---------|--------|
| | | | | |

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

4
RESOLUTION NO. 25-719

IN THE MATTER OF SCHEDULING A SPECIAL SESSION ON MONDAY SEPTEMBER 15, 2025

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AT 8:30A.M., AT THE DELAWARE COUNTY FAIRGROUNDS, FOR ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT AND COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL AND FOR COLLECTIVE BARGAINING:

It was moved by Mr. Merrell, seconded by Mrs. Lewis, to schedule a special session on Monday September 15, 2025 at 8:30A.M., at the Delaware County Fairgrounds, for adjourning into Executive Session for consideration of employment and compensation of a public employee or public official and for collective bargaining.

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

5
RESOLUTION NO. 25-720

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, MICHAEL R. SHADE, ATTORNEY-AT-LAW, REQUESTING ANNEXATION OF 175.79 ACRES OF LAND IN DELAWARE TOWNSHIP TO THE CITY OF DELAWARE:

It was moved by Mr. Merrell, seconded by Mrs. Lewis, to acknowledge that on September 2, 2025, the Clerk to the Board of Commissioners received a petition requesting annexation of 175.79 acres of land from Delaware Township to the City of Delaware.

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

6
RESOLUTION NO. 25-721

IN THE MATTER OF SETTING DATE AND TIME FOR FILING APPLICATIONS FOR THE DESIGNATION OF PUBLIC DEPOSITORIES OF ACTIVE MONEYS FOR DELAWARE COUNTY FOR A FOUR (4) YEAR PERIOD COMMENCING DECEMBER 1, 2025, PURSUANT TO SECTION 135.33 OF THE OHIO REVISED CODE:

It was moved by Mr. Merrell, seconded by Mrs. Lewis, to adopt the following:

WHEREAS, pursuant to section 135.33(A) of the Revised Code, the Delaware County Board of Commissioners (the “Board”) shall meet every four years for the purpose of designating its public depositories of active moneys for the next succeeding four-year period; and

WHEREAS, the current designation of public depositories of active moneys for Delaware County expires on November 30, 2025, and the County Treasurer has, on August 27, 2025, submitted an estimate of the aggregate amount of public moneys that might be available for deposit as active moneys at any one time during the next four-year period, in accordance with section 135.33(B) of the Revised Code, which estimate is \$275,000,000; and

WHEREAS, by virtue of receiving the County Treasurer’s estimate, this Board shall immediately notify all eligible institutions that might desire to be designated as such public depositories of the date on which the designation is to be made; the amount that has been estimated to be available for deposit; and the date fixed as the last date on which applications may be submitted, that shall not be more than thirty days or less than ten days prior to the date set for the meeting designating public depositories;

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

Section 1. The Board hereby sets **Thursday, October 30, 2025**, during the Board’s regular session, as the date on which the designation of public depositories of active moneys for Delaware County shall be made, upon recommendation of the County Treasurer.

Section 2. The Board hereby sets **Friday, October 17, 2025, at 4:00 p.m.**, as the deadline for filing applications for designation as a public depository of active moneys for Delaware County for the four (4) year period commencing December 1, 2025. Applications shall be filed at the Commissioners’ Office, 91 North Sandusky Street, Delaware, Ohio.

Section 3. The Board hereby directs the Clerk of the Board to give notice of this action to all eligible institutions and to publish notice in the *Delaware Gazette*.

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

7
RESOLUTION NO. 25-722

IN THE MATTER OF APPOINTING BRUCE LUECKE AS CHAIRPERSON OF THE DELAWARE COUNTY TRANSIT BOARD:

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

WHEREAS, on October 25, 1999, the Delaware County Board of Commissioners (the “Board of Commissioners”) created the Delaware County Transit Board (the “Transit Board”) and made the necessary appointments to the Transit Board, pursuant to section 306.01 and 306.02 of the Revised Code; and

WHEREAS, pursuant to section 306.02, the Board of Commissioners shall designate a chairperson of the Transit Board for the member’s term of office or for the term of three years, whichever is shorter; and

WHEREAS, the current term for the position of chairperson of the Transit Board shall expire on October 24, 2025;

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

Section 1. The Board of Commissioners hereby designates Bruce Luecke to serve as chairperson of the Transit Board, effective October 25, 2025, and continuing through October 24, 2028, when his term as a member of the Transit Board expires.

Section 2. The Clerk to the Board of Commissioners is hereby directed to certify a copy of this Resolution to the Transit Board.

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

8
RESOLUTION NO. 25-723

IN THE MATTER OF APPROVING THE SECOND AMENDMENT TO THE AGREEMENT FOR
2022 LOCAL AGRICULTURAL EASEMENT PURCHASE PROGRAM (LAEPP) COOPERATIVE
AGREEMENT BETWEEN THE OHIO DEPARTMENT OF AGRICULTURE AND THE
DELAWARE COUNTY BOARD OF COMMISSIONERS:

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

SECOND AMENDMENT TO AGREEMENT FOR
2022 LOCAL AGRICULTURAL EASEMENT PURCHASE PROGRAM (LAEPP) COOPERATIVE
AGREEMENT BETWEEN
THE OHIO DEPARTMENT OF AGRICULTURE AND
DELAWARE COUNTY COMMISSIONERS

This Second Amendment to the 2022 Local Agricultural Easement Purchase Program (LAEPP) Cooperative Agreement, (hereinafter, “Agreement”), is made and entered into by and between the State of Ohio, acting by and through the Ohio Department of Agriculture (“ODA”), located at 8995 East Main Street, Reynoldsburg, Ohio 43068 and Delaware County Commissioners (hereinafter “Local Sponsor”), located at 91 North Sandusky Street, Delaware, OH 43015 (hereinafter “Local Sponsor”).

Recitals

1. WHEREAS, ODA and Local Sponsor executed an Agreement on November 23, 2022 granting funds to Local Sponsor to purchase easements under the Local Agricultural Easement Purchase Program (“LAEPP”) 2022, which is attached hereto with its Exhibits as Exhibit 1;
2. WHEREAS, on December 13, 2023, ODA and Local Sponsor entered into the First Amendment, attached hereto as Exhibit 2, which modified the provisions of the Agreement and its attached “Exhibit A – Scope of Work” as follows:
 - a. Updated biennial dates
 - b. Insert Exhibit J
 - c. Total obligated funds were updated to \$285,180;
3. WHEREAS, ODA and Local Sponsor now desire to modify certain provisions of the Agreement (and its attached Exhibit A – Scope of Work), and the First Amendment to provide for changes necessitated by:
 - a. The passage of the FY 2026/2027 biennium;
 - b. Update Agreement language related to ODA’s obligation to fund.
 - c. The distribution of funds. Prior to this Amendment 2, total funds obligated equaled \$285,180. After deducting funds that were distributed (\$200,000) resulting in a new total of \$85,180. The funds shall be disbursed as outlined in “Exhibit B – Property/Funds”;
4. NOW THEREFORE, in consideration of the mutual promises and obligations contained herein, ODA and Local Sponsor agree by and between themselves as follows:

STATEMENT OF THE AGREEMENT

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1. The Agreement and attached Exhibit(s), and First Amendment are attached hereto as Exhibits 1 and 2, respectively, and incorporated herein by reference if fully rewritten.

2. Article II - SCOPE OF WORK

Delete paragraph 2.5, insert the following:

“The agricultural easement closing (“Closing”) in connection with each Property shall occur on a time and date mutually agreed to by the parties, but in no event later than June 30, 2027. Local Sponsor may receive an extension to this deadline with the prior written approval of ODA.”

3. Article III - TIME OF PERFORMANCE

Delete paragraph 3.1, insert the following:

“The services as stated in Exhibit A shall be concluded by the Local Sponsor on or before June 30, 2027. Prior to the expiration of this Agreement, the parties may mutually agree to renew this Agreement as indicated in Paragraph 3.3 below.

Delete paragraph 3.2, insert the following:

“This Agreement shall remain in effect until the work described in Exhibit A is completed to the satisfaction of ODA or until terminated as provided in Article VIII, Termination of Local Sponsor’s Services, whichever is sooner. However, in no event will this Agreement continue beyond June 30, 2027, unless renewed as provided for herein.

Delete paragraph 3.3, insert the following:

“As the current General Assembly cannot commit a future General Assembly to expenditure, this Agreement shall expire no later than June 30, 2027. This contract may be renewed, at ODA’s option, for a period of one (1) year upon the same terms contained herein.

4. Article IV. - ODA’S OBLIGATION TO FUND

Delete paragraph 4.1, and insert the following:

“Subject to the terms and conditions herein and upon execution of this Agreement, ODA hereby grants to the Local Sponsor funds in the aggregate amount of \$85,180.00 (Eighty- Five Thousand One Hundred Eighty and 00/100 Dollars) for the acquisition by Local Sponsor of agricultural easements for the properties approved by the Director of ODA and identified on the attached Exhibit B – Property/Funds.”

Notwithstanding anything to the contrary herein, it expressly understood that funding for the grants awarded by the ODA under this Agreement are contingent upon the availability and receipt of all necessary appropriations. If the Ohio General Assembly or any third party (e.g., USDA/NRCS) providing funding fails at any time to continue funding for the grants or any other obligation made by the ODA hereunder, the ODA will be released from its obligation on the date the funding expires. If appropriations are approved, the ODA may continue this Agreement beyond the date set forth in Article III as provided by paragraph 3.1. Any obligations of the ODA under this Agreement are subject to Sections 126.07 and 126.14 of the Ohio Revised Code. Further, funding for the grants awarded herein is contingent on the Local Sponsor’s performance of all its obligations under this Agreement.”

5. Exhibit A – Scope of Work

Delete paragraph F, insert the following:

“The parties shall mutually agree to a closing date, but in no event later than June 30, 2027 unless otherwise agreed in writing by ODA.”

6. Exhibit B – PROPERTY/FUNDS

Update the template with grant information and insert the following item(s) attached:

- Watkins, B (100 ac) - Farm ID 10962
- Liggett, J (42 ac) – Farm ID 10959

7. Except as amended herein, the Agreement and the First Amendment shall remain in full force and effect in accordance with its terms.

8. A facsimile signature or other similar electronic reproduction of a signature shall have the force and effect of an original signature, and in the absence of an original signature, shall constitute the original signature.

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

9
RESOLUTION NO. 25-724

IN THE MATTER OF APPROVING THE INVITATION TO BID FOR RENOVATIONS FOR
DELAWARE COUNTY WILLIS BUILDING:

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

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WHEREAS, the Director of Facilities recommends approval of the following Invitation to Bid for Renovations for Delaware County Willis Building;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Invitation to Bid and authorizes the Director of Facilities to issue the ITB in accordance with the following Public Notice:

**PUBLIC NOTICE
INVITATION TO BID**

Bids shall be submitted electronically through the www.bidexpress.com web service until 2:00 PM on October 16, 2025, at which time they will be publicly received and read aloud for the following project:

**RENOVATIONS FOR
DELAWARE COUNTY
WILLIS BUILDING
2079 US Highway 23 North
Delaware, Ohio 43015**

A Bid Guaranty must be submitted with each bid, pursuant to the requirements of O.R.C. 153.54.

All proposals shall be submitted electronically through the web service www.bidexpress.com. Copies of the plans and specifications must be obtained from www.bidexpress.com. All bidders must register and be a member of the web service to bid on the project.

Bids are to be submitted in accordance with the specifications and drawings prepared by: M+A Architects, 775 Yard Street, Suite 325, Columbus, Ohio 43212. Bids will be received for the following package:

General Contractor, estimated at \$8,563,668.00

A pre-bid meeting will be held on Wednesday September 24 at 2:00 PM at the site, 2079 US Highway 23 North, Delaware, Ohio 43015.

Bid award shall be to the lowest and best bidder as determined by Delaware County. Delaware County reserves the right to reject any and all bids, in whole or in part, to waive any defect in any or all bids. Each bid shall contain the full name and address of the bidder and all interested parties. No bid shall be withdrawn for a period of sixty (60) days after being publicly opened and read.

This Notice is posted on the Internet and may be viewed on Delaware County’s web site at www.co.delaware.oh.us under the heading “Public Notices and Bids.”

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

**10
RESOLUTION NO. 25- 725**

IN THE MATTER OF APPROVING THE MEMORANDUMS OF UNDERSTANDING AND THE INTERGOVERNMENTAL AGREEMENTS FOR THE ASSIGNMENT OF DELAWARE COUNTY SHERIFF’S DEPUTIES TO BIG WALNUT LOCAL SCHOOLS, OLENTANGY LOCAL SCHOOLS, BUCKEYE VALLEY LOCAL SCHOOLS AND THE DELAWARE AREA CAREER CENTER:

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

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

**Memorandum of Understanding Regarding Assignment of Delaware County Sheriff’s Deputies
to the school as a School Resource Officer for Big Walnut Local Schools**

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

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relations, and community education activities during the summer. The deputy will 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 classrooms 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.

Section 8: Role in Locker, Vehicle and Personal Searches - When requested the School Resource Officer may standby to keep the peace while school administration searches person, 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 seizure.

Section 9: 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.

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Section 10: 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 11: 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. The School Resource Officer will act as a liaison between school and patrol personnel should law enforcement involvement become necessary due to safety concerns.

Section 12: 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 13: School Resource Officer Daily Schedule - The County will provide a School Resource Officer to the School during school days and typically between the hours of 8:00AM and 4:00PM. 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 14: Leaves and Absences - School Resource Officers will not be permitted to take extended leave during the school year. Time off must be approved by the Division Supervisor; sick leave will be handled as directed by the Sheriff's Standard Operating 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 15: 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.

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

Section 1: Parties to the Agreement

This Agreement is made and entered into this 11th day of September, 2025 by and between the Delaware County Board of Commissioners, 91 North Sandusky Street, Delaware, Ohio 43015 and Delaware County Sheriff, 1776 State Route 521, 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

The County will provide a school resource officer to the School during school days, for eight hours a day. The hours of work will be such that the SRO will be on campus prior to the arrival of students for the building(s) the SRO is assigned to cover. 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

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4.1. **Base Wages and Benefits:** The school agrees to pay the Delaware County Sheriff’s Office fifty percent (50%) of the wage and benefit cost of each School Resource Officer covered under this agreement along with fifty percent (50%) of the proportionate cost of two sergeants assigned as SRO Sergeants based on the ratio of each school’s number of SRO Deputies divided by the total number of SRO Deputies for all Delaware County Schools, calculated as follows:

Base Wages and Benefits – 2025-2026 School Year

| | Rate | Hours | Sub-Total | Longevity | TOTAL |
|-------|---------|-------|-------------|------------|-------------|
| Wages | \$46.06 | 2080 | \$95,804.80 | \$2,100.00 | \$97,904.80 |

| | Insurance | OPERS | Workers Comp | Medicare | TOTAL |
|----------|-------------|-------------|--------------|------------|-------------|
| Benefits | \$30,823.32 | \$17,720.77 | \$881.14 | \$1,419.62 | \$50,844.85 |

Total Base Wages and Benefits - \$148,749.65

SRO Sergeant Base Wages and Benefits - 2025-2026 School Year

| | Rate | Hours | Sub-Total | Longevity | TOTAL |
|-------|---------|-------|--------------|------------|--------------|
| Wages | \$52.59 | 2080 | \$109,387.20 | \$2,100.00 | \$111,487.20 |

| | Insurance | OPERS | Workers Comp | Medicare | TOTAL |
|----------|-------------|-------------|--------------|------------|-------------|
| Benefits | \$30,823.32 | \$20,179.18 | \$1,003.38 | \$1,616.56 | \$53,622.45 |

Total SRO Sergeant Base Wages and Benefits - \$165,109.65
Total SRO Sergeants - 2
Total SRO Sergeant Base Wages and Benefits per Total SRO Deputies =
\$165,109.65 x 2 = \$330,219.30 divided by 17 Total SRO Deputies = \$19,424.66

SRO Deputy Wages and Benefits \$148,749.65
SRO Sergeant Wages and Benefits/SRO Deputy \$ 19,424.66
Total SRO Deputy and Sergeant Cost \$168,174.32

Number of School Resource Officers 2
Total to be paid by School: \$168,174.32 x 2 x 50% = \$168,174.32
Total to be paid by County: \$168,174.32 x 2 x 50% = \$168,174.32

The above wage figure is for a top-step deputy with twenty (20) plus years of service with the Delaware County Sheriff’s Office based on 2025 wage rates per the labor contract. Benefit amounts are based on current health insurance, pension, Medicare, and Worker’s Comp costs.

4.2. **Overtime Rate:** The School agrees to pay 100% of any overtime the deputy works for a school related function at the request of the School. Overtime will be billed monthly at the Total OT Rate/Hr. times the number of overtime hours in one-quarter (1/4) hour increments.

Overtime Rate – 2025-2026 School Year

| | Wage Rate x 1.5 | OPERS | Workers Comp | Medicare | Total OT Rate/Hr. |
|----------|-----------------|---------|--------------|----------|-------------------|
| Deputy | \$69.09 | \$12.51 | \$0.62 | \$1.00 | \$83.22 |
| Sergeant | \$78.89 | \$14.28 | \$0.71 | \$1.14 | \$95.02 |

4.3. **Invoicing:** The total Base Compensation amount to be paid by the School will be invoiced monthly at one-twelfth (1/12) of the annual amount beginning with July 2025. Any overtime charges for a given month will be listed on the monthly invoice.

4.4. **Adjustments:** The above wage and benefit amounts will be adjusted for School Years 2026-2027 and 2027-2028 based on the negotiated wage rates and benefit costs in effect at the end of each school year. The updated rates will take effect in July of 2026 and 2027.

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.

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Section 6: Term

This Agreement shall take effect July 1, 2025 and shall continue in full force and effect for three (3) years, 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.

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 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.

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**Memorandum of Understanding Regarding Assignment of Delaware County Sheriff's Deputies
to the school as a School Resource Officer for Buckeye Valley Local Schools**

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 will 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 classrooms 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.

Section 8: 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 9: 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:

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- 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 10: 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 11: 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. The School Resource Officer will act as a liaison between school and patrol personnel should law enforcement involvement become necessary due to safety concerns.

Section 12: 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 13: School Resource Officer Daily Schedule – The County will provide a School Resource Officer to the School during school days and typically between the hours of 8:00AM and 4:00PM. 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 14: Leaves and Absences - School Resource Officers will not be permitted to take extended leave during the school year. Time off must be approved by the Division Supervisor, sick leave will be handled as directed by the Sheriff's Standard Operating 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 15: 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.

**Intergovernmental Agreement Regarding Assignment of Delaware County Sheriff's Deputies to
the school as a School Resource Officer for Buckeye Valley Local Schools**

Section 1: Parties to the Agreement

This Agreement is made and entered into this 11th day of September, 2025 by and between the Delaware County Board of Commissioners, 91 North Sandusky Street, Delaware, Ohio 43015 and Delaware County Sheriff, 1776 State Route 521, 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 school days, for eight hours a day.

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The hours of work will be such that the SRO will be on campus prior to the arrival of students for the building(s) the SRO is assigned to cover. 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

4.1. **Base Wages and Benefits:** The school agrees to pay the Delaware County Sheriff’s Office fifty percent (50%) of the wage and benefit cost of each School Resource Officer covered under this agreement calculated as follows:

Base Wages and Benefits – 2025-2026 School Year

| | Rate | Hours | Sub-Total | Longevity | TOTAL |
|-------|---------|-------|-------------|------------|-------------|
| Wages | \$46.06 | 2080 | \$95,804.80 | \$2,100.00 | \$97,904.80 |

| | Insurance | OPERS | Workers Comp | Medicare | TOTAL |
|----------|-------------|-------------|--------------|------------|-------------|
| Benefits | \$30,823.32 | \$17,720.77 | \$881.14 | \$1,419.62 | \$50,844.85 |

Total Base Wages and Benefits - \$148,749.65

SRO Sergeant Base Wages and Benefits - 2025-2026 School Year

| | Rate | Hours | Sub-Total | Longevity | TOTAL |
|-------|---------|-------|--------------|------------|--------------|
| Wages | \$52.59 | 2080 | \$109,387.20 | \$2,100.00 | \$111,487.20 |

| | Insurance | OPERS | Workers Comp | Medicare | TOTAL |
|----------|-------------|-------------|--------------|------------|-------------|
| Benefits | \$30,823.32 | \$20,179.18 | \$1,003.38 | \$1,616.56 | \$53,622.45 |

Total SRO Sergeant Base Wages and Benefits - \$165,109.65
Total SRO Sergeants - 2
Total SRO Sergeant Base Wages and Benefits per Total SRO Deputies =
\$165,109.65 x 2 = \$330,219.30 divided by 17 Total SRO Deputies = \$19,424.66

SRO Deputy Wages and Benefits \$148,749.65
SRO Sergeant Wages and Benefits/SRO Deputy \$ 19,424.66
Total SRO Deputy and Sergeant Cost \$168,174.32

Number of School Resource Officers 4
Total to be paid by School: \$168,174.32 x 4 x 50% = \$336,348.64
Total to be paid by County: \$168,174.32 x 4 x 50% = \$336,348.64

The above wage figure is for a top-step deputy with twenty (20) plus years of service with the Delaware County Sheriff’s Office based on 2025 wage rates per the labor contract. Benefit amounts are based on current health insurance, pension, Medicare, and Worker’s Comp costs.

4.2. **Overtime Rate:** The School agrees to pay 100% of any overtime the deputy works for a school related function at the request of the School. Overtime will be billed monthly at the Total OT Rate/Hr. times the number of overtime hours in one-quarter (1/4) hour increments.

Overtime Rate – 2025-2026 School Year

| | Wage Rate x 1.5 | OPERS | Workers Comp | Medicare | Total OT Rate/Hr. |
|----------|-----------------|---------|--------------|----------|-------------------|
| Deputy | \$69.09 | \$12.51 | \$0.62 | \$1.00 | \$83.22 |
| Sergeant | \$78.89 | \$14.28 | \$0.71 | \$1.14 | \$95.02 |

4.3. **Invoicing:** The total Base Compensation amount to be paid by the School will be invoiced monthly at one-twelfth (1/12) of the annual amount beginning with July 2025. Any overtime charges for a given month will be listed on the monthly invoice.

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- 4.4. **Adjustments:** The above wage and benefit amounts will be adjusted for School Years 2026-2027 and 2027-2028 based on the negotiated wage rates and benefit costs in effect at the end of each school year. The updated rates will take effect in July of 2026 and 2027.

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 effect July 1, 2025 and shall continue in full force and effect for three (3) years, 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.

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 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

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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.

Memorandum of Understanding Regarding Assignment of Delaware County Sheriff's Deputies to the school as a School Resource Officer for Delaware Area Career Center

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 will 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 classrooms 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.

Section 8: 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

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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 9: 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 10: 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 11: 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. The School Resource Officer will act as a liaison between school and patrol personnel should law enforcement involvement become necessary due to safety concerns.

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Section 13: School Resource Officer Daily Schedule – The County will provide a School Resource Officer to the School during school days and typically between the hours of 8:00AM and 4:00PM. 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 14: Leaves and Absences - School Resource Officers will not be permitted to take extended leave during the school year. Time off must be approved by the Division Supervisor, sick leave will be handled as directed by the Sheriff's Standard Operating 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 15: 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.

**Intergovernmental Agreement Regarding Assignment of Delaware County Sheriff's Deputies to
the school as a School Resource Officer for Delaware Area Career Center**

Section 1: Parties to the Agreement

This Agreement is made and entered into this 11th day of September, 2025 by and between the Delaware County Board of Commissioners, 91 North Sandusky Street, Delaware, Ohio 43015 and Delaware County

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Sheriff, 1776 State Route 521, 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 school days, for eight hours a day. The hours of work will be such that the SRO will be on campus prior to the arrival of students for the building(s) the SRO is assigned to cover. 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

4.1. **Base Wages and Benefits:** The school agrees to pay the Delaware County Sheriff’s Office fifty percent (50%) of the wage and benefit cost of each School Resource Officer covered under this agreement calculated as follows:

Base Wages and Benefits – 2025-2026 School Year

| | Rate | Hours | Sub-Total | Longevity | TOTAL |
|-------|---------|-------|-------------|------------|-------------|
| Wages | \$46.06 | 2080 | \$95,804.80 | \$2,100.00 | \$97,904.80 |

| | Insurance | OPERS | Workers Comp | Medicare | TOTAL |
|----------|-------------|-------------|--------------|------------|-------------|
| Benefits | \$30,823.32 | \$17,720.77 | \$881.14 | \$1,419.62 | \$50,844.85 |

Total Base Wages and Benefits - \$148,749.65

SRO Sergeant Base Wages and Benefits - 2025-2026 School Year

| | Rate | Hours | Sub-Total | Longevity | TOTAL |
|-------|---------|-------|--------------|------------|--------------|
| Wages | \$52.59 | 2080 | \$109,387.20 | \$2,100.00 | \$111,487.20 |

| | Insurance | OPERS | Workers Comp | Medicare | TOTAL |
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| Benefits | \$30,823.32 | \$20,179.18 | \$1,003.38 | \$1,616.56 | \$53,622.45 |

Total SRO Sergeant Base Wages and Benefits - \$165,109.65
Total SRO Sergeants - 2
Total SRO Sergeant Base Wages and Benefits per Total SRO Deputies =
\$165,109.65 x 2 = \$330,219.30 divided by 17 Total SRO Deputies = \$19,424.66

SRO Deputy Wages and Benefits \$148,749.65
SRO Sergeant Wages and Benefits/SRO Deputy \$ 19,424.66
Total SRO Deputy and Sergeant Cost \$168,174.32

Number of School Resource Officers 1
Total to be paid by School: \$168,174.32 x 1 x 50% = \$84,087.16
Total to be paid by County: \$168,174.32 x 1 x 50% = \$84,087.16

The above wage figure is for a top-step deputy with twenty (20) plus years of service with the Delaware County Sheriff’s Office based on 2025 wage rates per the labor contract. Benefit amounts are based on current health insurance, pension, Medicare, and Worker’s Comp costs.

4.2. **Overtime Rate:** The School agrees to pay 100% of any overtime the deputy works for a school related function at the request of the School. Overtime will be billed monthly at the Total OT Rate/Hr. times the number of overtime hours in one-quarter (1/4) hour increments.

Overtime Rate – 2025-2026 School Year

| | Wage Rate x 1.5 | OPERS | Workers Comp | Medicare | Total OT Rate/Hr. |
|--|-----------------|-------|--------------|----------|-------------------|
|--|-----------------|-------|--------------|----------|-------------------|

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| | | | | | |
|----------|---------|---------|--------|--------|---------|
| Deputy | \$69.09 | \$12.51 | \$0.62 | \$1.00 | \$83.22 |
| Sergeant | \$78.89 | \$14.28 | \$0.71 | \$1.14 | \$95.02 |

- 4.3. **Invoicing:** The total Base Compensation amount to be paid by the School will be invoiced monthly at one-twelfth (1/12) of the annual amount beginning with July 2025. Any overtime charges for a given month will be listed on the monthly invoice.
- 4.4. **Adjustments:** The above wage and benefit amounts will be adjusted for School Years 2026-2027 and 2027-2025 based on the negotiated wage rates and benefit costs in effect at the end of each school year. The updated rates will take effect in July of 2026 and 2027.

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.

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This Agreement shall take effect July 1, 2025 and shall continue in full force and effect for three (3) years, 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.

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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.

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 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

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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.

Memorandum of Understanding Regarding Assignment of Delaware County Sheriff's Deputies to the school as a School Resource Officer for Olentangy Local Schools

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 will 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 classrooms 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

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Resource Officer will report school policy violations through the proper channels to be handled by school administration.

Section 8: 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 9: 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 10: 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 11: 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. The School Resource Officer will act as a liaison between school and patrol personnel should law enforcement involvement become necessary due to safety concerns.

Section 12: 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 13: School Resource Officer Daily Schedule – The County will provide a school resource officer to the School during school days, for eight hours a day. The hours of work will be such that the SRO will be on campus prior to the arrival of students for the building(s) the SRO is assigned to cover. 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 14: Leaves and Absences - School Resource Officers will not be permitted to take extended leave during the school year. Time off must be approved by the Division Supervisor, sick leave will be handled as directed by the Sheriff's Standard Operating 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 15: 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.

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Intergovernmental Agreement Regarding Assignment of Delaware County Sheriff’s Deputies to
the school as a School Resource Officer for Olentangy Local Schools

Section 1: Parties to the Agreement

This Agreement is made and entered into this 11th day of September, 2025 by and between the Delaware County Board of Commissioners, 91 North Sandusky Street, Delaware, Ohio 43015 and Delaware County Sheriff, 1776 State Route 521, 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 school days, for eight hours a day. The hours of work will be such that the SRO will be on campus prior to the arrival of students for the building(s) the SRO is assigned to cover. 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

4.1. **Base Wages and Benefits:** The school agrees to pay the Delaware County Sheriff’s Office fifty percent (50%) of the wage and benefit cost of each School Resource Officer covered under this agreement calculated as follows:

Base Wages and Benefits – 2025-2026 School Year

| | Rate | Hours | Sub-Total | Longevity | TOTAL |
|-------|---------|-------|-------------|------------|-------------|
| Wages | \$46.06 | 2080 | \$95,804.80 | \$2,100.00 | \$97,904.80 |

| | Insurance | OPERS | Workers Comp | Medicare | TOTAL |
|----------|-------------|-------------|--------------|------------|-------------|
| Benefits | \$30,823.32 | \$17,720.77 | \$881.14 | \$1,419.62 | \$50,844.85 |

Total Base Wages and Benefits - \$148,749.65

SRO Sergeant Base Wages and Benefits - 2025-2026 School Year

| | Rate | Hours | Sub-Total | Longevity | TOTAL |
|-------|---------|-------|--------------|------------|--------------|
| Wages | \$52.59 | 2080 | \$109,387.20 | \$2,100.00 | \$111,487.20 |

| | Insurance | OPERS | Workers Comp | Medicare | TOTAL |
|----------|-------------|-------------|--------------|------------|-------------|
| Benefits | \$30,823.32 | \$20,179.18 | \$1,003.38 | \$1,616.56 | \$53,622.45 |

Total SRO Sergeant Base Wages and Benefits - \$165,109.65
Total SRO Sergeants - 2
Total SRO Sergeant Base Wages and Benefits per Total SRO Deputies =
\$165,109.65 x 2 = \$330,219.30 divided by 17 Total SRO Deputies = \$19,424.66

SRO Deputy Wages and Benefits \$148,749.65
SRO Sergeant Wages and Benefits/SRO Deputy \$ 19,424.66
Total SRO Deputy and Sergeant Cost \$168,174.32

Number of School Resource Officers 10
Total to be paid by School: \$168,174.32 x 10 x 50% = \$840,871.60
Total to be paid by County: \$168,174.32 x 10 x 50% = \$840,871.60

The above wage figure is for a top-step deputy with twenty (20) plus years of service with the Delaware County Sheriff’s Office based on 2025 wage rates per the labor contract. Benefit amounts are based on current health insurance, pension, Medicare, and Worker’s Comp costs.

4.2. **Overtime Rate:** The School agrees to pay 100% of any overtime the deputy works for a school related function at the request of the School. Overtime will be billed

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monthly at the Total OT Rate/Hr. times the number of overtime hours in one-quarter (1/4) hour increments.

Overtime Rate – 2025-2026 School Year

| | Wage Rate x 1.5 | OPERS | Workers Comp | Medicare | Total OT Rate/Hr. |
|----------|--------------------|---------|-----------------|----------|----------------------|
| Deputy | \$69.09 | \$12.51 | \$0.62 | \$1.00 | \$83.22 |
| Sergeant | \$78.89 | \$14.28 | \$0.71 | \$1.14 | \$95.02 |

- 4.3. **Invoicing:** The total Base Compensation amount to be paid by the School will be invoiced monthly at one-twelfth (1/12) of the annual amount beginning with July 2025. Any overtime charges for a given month will be listed on the monthly invoice.
- 4.4. **Adjustments:** The above wage and benefit amounts will be adjusted for School Years 2026-2027 and 2027-2028 based on the negotiated wage rates and benefit costs in effect at the end of each school year. The updated rates will take effect in July of 2026 and 2027.

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 effect July 1, 2025 and shall continue in full force and effect for three (3) years, 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.

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

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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 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.

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

11
ADMINISTRATOR REPORTS

CA Davies – Nothing to report

DCA Huston – Nothing to Report

12
COMMISSIONERS' COMMITTEES REPORTS

Commissioner Merrell – will be attending the Delaware Township meeting tonight

Commissioner Lewis – attended the Ohio Opioid Regional Meeting on 09/10/25, Grants are moving forward

13
RESOLUTION NO. 25-726

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION TO CONSIDER THE
PURCHASE OF PROPERTY FOR PUBLIC PURPOSES AND FOR PENDING OR IMMINENT
LITIGATION:

It was moved by Mr. Merrell, seconded by Mrs. Lewis, 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

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

- (1) The information is directly related to a request for economic development assistance that is to be provided or administered under any provision of Chapter 715., 725., 1724., or 1728. or sections 701.07, 3735.67 to 3735.70, 5709.40 to 5709.43, 5709.61 to 5709.69, 5709.73 to 5709.75, or 5709.77 to 5709.81 of the Revised Code, or that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project; and
- (2) A unanimous quorum of the public body determines, by a roll call vote, that the executive session is necessary to protect the interests of the applicant or the possible investment or expenditure of public funds to be made in connection with the economic development project;

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

Section 1. The Board hereby adjourns into executive session to consider the Purchase of Property for Public Purposes and for Pending or Imminent Litigation.

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

14
RESOLUTION NO. 25-727

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

Jeff Benton

Barb Lewis

Gary Merrell

Jennifer Walraven, Clerk to the Commissioners