

COMMISSIONERS JOURNAL NO. 52 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 27, 2009

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

Present: Todd Hanks, Ken O'Brien, Tommy Thompson

9:30 AM Public Hearing Number 1 To Consider Levying A Real Property Transfer Tax Pursuant To Section 322.02 Of The Revised Code

RESOLUTION NO. 09-884

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JULY 23, 2009:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on July 23, 2009; and

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

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

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

PUBLIC COMMENT

RESOLUTION NO. 09-885

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0724:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0724 and Purchase Orders as listed below:

Vendor	Description	Account	Amount
<b>PO Decrease</b>			
Pomegranate	Residential Treatment	22511607-5342	\$ 5,000.00
Adriel	Residential Treatment	22511607-5342	\$ 3,500.00
Starr Commonwealth	Residential Treatment	22511607-5342	\$ 8,500.00
Pomegranate	Residential Treatment	22511607-5342	\$ 2,000.00
<b>PO's Increase</b>			
Franklin County Coroner	Autopsies	10030301-5342	\$ 9,000.00
Village Network	Residential Treatment	22511607-5342	\$ 5,000.00
Marion Campus Bookstore	Tuition Program JFS	22311611-5348	\$ 5,000.00
Hondros College	Tuition Program JFS	22311611-5348	\$10,000.00
<b>Vouchers</b>			
Toddler Inn	Day Care	22411610-5348	\$12,268.82

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

RESOLUTION NO. 09-886

IN THE MATTER OF APPROVING PAYMENT OF WARRANTS IN BATCH NUMBER CMAPR0724BR:

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve payment of warrants in batch number CMAPR0724BR.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Abstain

RESOLUTION NO. 09 -887

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve the following:

The Economic Development Department is requesting that Dottie Brown attend an Ohio EPA Environmental

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Outreach Session in Columbus, Ohio August 18, 2009, at no cost.

The Environmental Services Department is requesting that Todd Ward participate in an On-line Operation of Waste Water Treatment Certification Course at the cost of \$99.00. (Fund Number 66290301).

The Department of Job and Family Services is requesting that Mona Reilly and Amber Huber attend the 2009 PCSAO Annual Conference in Dublin, Ohio September 9-11, 2009, at the cost of \$375.20. (Fund Number 22411605).

The Court of Common Pleas (Adult Court Services) is requesting that Erin Cook and Melinda Bettac attend an Ohio Risk Assessment Training in Orient, Ohio July 28-29, 2009, at the cost of \$40.00. (Fund Number 25622303).

The EMS Department is requesting that Daniel Boone attend an Anti-Terrorism Training for 1<sup>st</sup> Responders in Xenia, Ohio August 11, 2009, at no cost.

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

**RESOLUTION NO. 09-888**

**IN THE MATTER OF ACCEPTING THE TREASURER'S REPORT FOR THE MONTH OF JUNE 2009:**

It was moved by Mr. O'Brien, seconded by Mr. Hanks to accept the Treasurer's Report for the month of June 2009.

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

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

**RESOLUTION NO. 09-889**

**IN THE MATTER OF FIXING COMPENSATION FOR GRAND AND PETIT JURORS:**

MOTION: by Mr. O'Brien, Seconded by Mr. Hanks, to approve and execute Resolution No. 09-889, fixing compensation for Grand and Petit Jurors.

WHEREAS, Ohio Revised Code Section 2313.34 authorizes the Delaware County Board of Commissioners, by resolution, to fix the compensation of each petit juror, payable out of the Delaware County Treasury, and

WHEREAS, Ohio Revised Code Section 2939.04 authorizes the Delaware County Board of Commissioners, by resolution, to fix the compensation of each grand juror, not to exceed forty dollars a day, payable out of the Delaware County Treasury

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners, Delaware County, State of Ohio, effective September 1, 2009, that:

1. Compensation for grand and petit jurors who are summoned, appear, and actually serve shall be \$40.00 per day.
2. Compensation for grand and petit jurors that are summoned and appear, but do not actually serve, shall be \$25.00 per day.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

**RESOLUTION NO. 09-890**

**IN THE MATTER OF APPROVING A DITCH MAINTENANCE PETITION AND THE DITCH MAINTENANCE ASSESSMENTS FOR GLEN OAK SECTION 5:**

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following:

WHEREAS, on July 22, 2009 a Ditch Maintenance Petition for Glen Oak Section 5 was filed with the Board of Commissioners of Delaware County (the "Board"); and

WHEREAS, the Petition sets forth the drainage improvements that have been or will be constructed within the subdivision; and

WHEREAS, the Petitioners have requested that the drainage improvements be accepted into the Delaware County Drainage Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the

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improvements; and

WHEREAS, the Petitioners represent 100% of the property owners to be assessed for maintenance related to this drainage improvement and have waived their rights to a public viewing and hearing; and

WHEREAS, based on a review of the Petition and all accompanying documents, the Board has determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program;

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

Section 1. The Board hereby grants the Petition, the Board having found and determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

Section 2. The Board hereby approves the maintenance assessments, in accordance with the Petition, as follows:

The cost of the drainage improvements being \$13,983.93 for the benefit of a total of ~~twenty-one~~ (21) lots, the basis for calculating the assessment for each lot is, therefore, \$665.90 per lot. An annual maintenance fee equal to two percent (2%) of this basis (\$13.32) shall be collected for each lot. The basis for calculating the maintenance assessment shall be reviewed and subject to revision every six (6) years. The first year's assessment for all of the lots in the amount of \$279.68 has been paid to Delaware County, receipt of which is hereby acknowledged.

Section 3. This Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were in meetings open to the public, in compliance with the laws of the State of Ohio.

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

**RESOLUTION NO. 09-891**

**IN THE MATTER OF APPROVING A SCHOOL RESOURCE OFFICER AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY SHERIFF AND OLENTANGY LOCAL SCHOOLS:**

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

Whereas, the Sheriff recommends approval of the following School Resource Officer Agreement;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the following School Resource Officer Agreement:

**Olentangy Local Schools  
Delaware County Sheriff's Office  
School Resource Officer Agreement**

**School Resource Division**

The Delaware County Sheriff's Office and the Delaware County School Districts are committed to ensuring the safety of our young people.

**Mission Statement**

An office committed to protecting our homes, our schools and our communities while providing the highest levels of integrity, accountability and professionalism to the people we serve.

**Goals**

- 1. To promote a safe environment, positive development and personal responsibility to young people, families, teachers and school communities.
- 2. Provide a visible and positive image of law enforcement by serving as educators, role models and confidants for students.
- 3. Assist young people in making positive choices in their lives.

**Delaware County Sheriff's Office School Resource Program**

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The Delaware County Sheriff's Office School Resource Officer program will be based on input from the Sheriff's Office, the school administration, teachers, faculty, and students. The program will be fashioned for an experienced uniformed deputy who is specifically trained to:

- Relate positively to children and young persons;
- Use a variety of teaching methods and resources;
- Support schools in consulting with parents and the community;
- Work with teachers to plan, implement and evaluate classroom lessons;
- Establish a positive liaison between the school and the Sheriff's Office

Officer Assignment and Supervision- S.R.O.'s will fall under the Patrol division. The school resource officers are supervised by the Captain of Administration. These officers will be assigned to our schools during the school year and used in a variety of crime prevention, community relations, and community education activities during the summer.

The deputy would be heavily involved in educating our youth and other crime prevention and community relations activities. We believe this Structure would provide our community the most effective response to the needs of juveniles and offer us the opportunity to expand our services in crime prevention and community education.

The Delaware County Sheriff's Office will provide the District with two School Resource Officers for the length of this contract. These deputies will be assigned buildings by the District.

**S.R.O. Uniform-** Our Deputies will be in the uniform of the day at all times. The deputy's enforcement role should never be compromised due to their position as a S.R.O. The standard uniform of the day does not prevent the officer from performing any of the duties involved in the program.

**Written Agreement-** This document will serve as the written agreement between the Olentangy Local School System and the Delaware County Sheriff's Office. This agreement establishes the needed commitment and support from both institutions. This document also provides a series of guidelines and policies relevant to the performance of the S.R.O. This document will be the guiding agreement our deputies, school administrators, and Sheriff's Office administration look to for structure and accountability and should not become static, but rather, should be under constant review. The Olentangy Local Schools agree to provide one half of each deputy's salary covering each of the school years.

**Independent Contractors:**

The Parties shall act in performance of this Agreement as independent contractors. As an independent contractor, the Olentangy Local Schools and/or their board members, officers, officials, employees, representatives, agents, volunteers and/or servants are not entitled to any of the benefits enjoyed by employees of the Board of County Commissioners of Delaware County, Ohio, the Sheriff, and Delaware County. Likewise, as an independent contractor, the Sheriff and/or his officers, officials, employees, representatives, agents, volunteers and/or servants are not entitled to any of the benefits enjoyed by employees of the Olentangy Local Schools.

**Parties Responsible For Their Own Actions:**

The Parties, as a governmental entities/political subdivisions, lack authority to indemnify. As such, the Parties, agree to be and shall be responsible for their own actions and/or the actions of their respective board members, officials, officers, employees, agents, representatives, volunteers, and/or servants resulting from the performance of and/or provision of services or programs under and/or pursuant to this Agreement. Therefore, the Parties agree to be individually and solely responsible for any and all claims, lawsuits, liability, losses, damages, injuries (including death), and/or related expenses that each may incur as a result of their own actions and/or the actions of their respective board members, officials, officers, employees, agents, representatives, volunteers, and/or servants, in the performance of and/or provision of services or programs under and/or pursuant to this Agreement.

**Termination:**

**A. Termination for the Convenience:**

The Parties may terminate this Agreement at any time and for any reason by giving at least thirty (30) days advance notice, in writing, to the other Parties. The Sheriff shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.

**Civil Rights:**

The Parties agree that as a condition of this Agreement, there shall be no discrimination against any student, client, and/or any employee because of race, color, sex, religion, national origin, handicap, sexual orientation, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that Parties will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under

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this Agreement. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Agreement.

**Accessibility of Programs to the Disabled /Handicapped:**

The Parties agree as a condition of this Agreement to make all Services provided pursuant to this Agreement accessible to the disabled/handicapped. The Parties further agree as a condition of this Agreement to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Agreement.

**Drug- Free Workplace**

The Parties agree to comply and certify compliance with all applicable state and federal laws regarding drug-free workplace and shall have established and have in place a drug free workplace policy. The Parties shall make a good faith effort to ensure that all of their and any of their providers officials, officers, employees, agents, representatives, volunteers, and/or servants will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

**DMA Form Statement:**

The Olentangy Local Schools certify that they do not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list. Pursuant to R.C.2909.33, the Olentangy Local Schools agree to make such certification by completing the declaration of material assistance/no assistance described in R.C. § 2909.33(A) and understands that this Agreement is contingent upon full completion of such certificate and "No" being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Agreement and by this reference made a part of this Agreement.

**Findings for Recovery:**

Olentangy Local Schools certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

**Notices:**

All notices which may be required by this Agreement or by operation of any rule of law shall be sent via United States certified mail, return receipt requested, and/or personally delivered to the following individuals at the following addresses and shall be effective on the date received:

**School Liaison-** It is recommended that each school assign someone to act as the liaison to the S.R.O. program. Especially in the beginning, this person will be very important to assure acceptance and successful implementation of the 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.

**Office Area-** The school will provide office space for the S.R.O. The office will need 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.

**S.R.O. STANDARD OPERATING PROCEDURES**

The S.R.O.'s activity in the school will be guided by the following procedures. These procedures have been drafted in a cooperative effort between Olentangy Local Schools and the Delaware County Sheriff's Office.

**Duties of the S.R.O.** — The primary function of the S.R.O. 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. Specific daily assignments to accomplish this function will vary by school. The S.R.O. and school principal or designee will meet to discuss plans and strategies to address specific issues or needs that may arise. The S.R.O. will not be utilized in a parking enforcement role or any other school administrative assignment.

**Role in Crime Suppression** — One of the S.R.O.'s roles will be enforcement to include traditional criminal investigation and report taking. As a police officer, the S.R.O. has the authority to make arrests and use alternatives to arrest at his/her discretion. The following procedures will help the S.R.O. be as effective as possible in this role.

? The S.R.O. should be informed of all criminal activities that occur on the school campus regardless of the seriousness of the offense. The S.R.O. will also inform school administration of all criminal activities occurring on campus to make sure all interested parties remain informed.

**Enforcing/Reporting School Policy Violations** — The S.R.O. is not a school disciplinarian and will take action only when there is a violation of law. School discipline is the responsibility of the appropriate school administrator. The S.R.O. will report school policy violations through the proper channels to be handled by

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school administration. It is the responsibility of the S.R.O. to become familiar with the student handbook.

**Sharing of Information** — Recognizing communication and information sharing is essential to the success of the S.R.O. program. The following procedures should be followed to facilitate a free flow of information to and from the S.R.O.

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

? The sharing of arrest related information by the S.R.O. with school administration upon request or at the direction of the S.R.O. provided the individual has been formally charged.

? Juvenile fingerprints and photos, as part of the arrest record, will not be shared by the S.R.O.

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

**Role in Administrative Hierarchy** — The S.R.O. will be accountable to the Sheriff's Office chain of command. However, while at the school, the S.R.O. will recognize the school principal's authority and cooperate with school officials, including administrators and faculty.

**Role in Locker, Vehicle And Personal Searches** — When requested, the S.R.O. may standby to keep the peace while school administration searches persons, property or vehicles under the following, but not limited to, applicable reasons:

Ø Student may reasonably be considered a threat to assault the searcher.

Ø Student may attempt to escape in a situation in which the student would be a danger to themselves or a danger to others.

Ø Student may possess a weapon; a suspicion that may be supported on the slightest articulated indication including conclusions drawn as a result of teaching or law enforcement experience.

Ø Student is suspected of having drugs, which may include needles or toxic substances.

Ø Items being searched may contain dangerous items.

Ø Item to be searched, such as an automobile, requires professional search techniques to make the search effective.

The S.R.O. may perform searches independent of the school administration only under the existing provisions of the Ohio Constitution, Ohio Revised Code and the Delaware County Sheriff's Office Standard Operating Procedure.

**Role in Critical Incidents** — The S.R.O. will be familiar with the emergency operations manual of the Olentangy Local School District. During any critical incident occurring on school property the S.R.O. will act as a liaison between school administration, Delaware County Sheriff's Office and other emergency resources. The S.R.O.'s will be on the school's disaster committee.

**Role in Truancy Issues** — Truancy issues will be handled by school personnel. Normally, the S.R.O. will not take an active role in the tracking of truants. The S.R.O. will act as a liaison between school and patrol personnel should law enforcement involvement become necessary due to safety concerns.

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

**S.R.O. Daily Schedule**- The S.R.O. will normally work from 0800 until 1600 hours, Monday through Friday. They will mark in and out of service each day using their portable radios. The S.R.O. may adjust their schedule, with approval from their Supervisor, in order to accommodate school activities and request. Overtime may also be approved in advance by the S.R.O. Supervisor in order to accommodate these activities. S.R.O.'s 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 S.R.O. 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 S.R.O. will report to the Sheriff's Office for further assignment.

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**Leaves And Absences-** S.R.O.'s will not be permitted to take extended leave during the school year. Time off must be approved by both the school administrator and the Division supervisor. Sick leave will be handled as directed by the Sheriff's Standard Operation of Procedures. In addition the S.R.O. will notify the school administration of his/her sick leave. Depending on staffing levels, a substitute will be assigned to replace the S.R.O. from the division.

**Transportation-** S.R.O.'s 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. At no time will officers use their private owned vehicle. If their assigned cruiser is down for service a replacement cruiser will be assigned.

**Financials**

**SALARY AND BENEFITS FOR TWO SRO DEPUTIES**

**2009-2010**

Salary for SRO officers

\$27.38 x 680	\$18618.40	
\$28.34 x 1400	39676.00	
Longevity	<u>1000.00</u>	
	\$59,294.40	1/2= \$29,647.20

Benefits for SRO officers:

Insurance (\$1264.00 /2008)	\$ 5056.00	
Insurance (\$1327.20 /2009)	10617.60	
Medicare (1.45%)	859.77	
Workers' comp (2.0%)	1185.89	
<b>PERS</b>		
17.63% (2009)	3336.67	
17.87% (2010)	<u>7213.81</u>	
	\$28,269.74	1/2=\$14,134.87

GRAND TOTAL                      \$87,564.14 X Two (2) Officers = \$175,128.28

Total to be paid by School - \$87,564.14

Total to be paid by County - \$87,564.14

**Financials**

**SALARY AND BENEFITS FOR SRO DEPUTIES**

**2010-2011**

This is to be determined per collective bargaining agreement which expires December 31, 2010.

**Governing Law:**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

**Severability:**

If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and be complied with.

**Entire Agreement:**

This Agreement, along with all of its attachments, shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the Parties.

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**Signatures:**

Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

**Agreement Period**

This agreement will be in effect for a period covering the next two (2) school years unless amended by mutual agreement. The two (2) school years are the 2009-2010 school year and the 2010-2011 school year.

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

**RESOLUTION NO. 09-892**

**IN THE MATTER OF APPROVING A SCHOOL RESOURCE OFFICER AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY SHERIFF AND BUCKEYE VALLEY LOCAL SCHOOLS:**

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

Whereas, the Sheriff recommends approval of the following School Resource Officer Agreement;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the following School Resource Officer Agreement:

**Buckeye Valley Local Schools  
Delaware County Sheriff's Office  
School Resource Officer Agreement**

**School Resource Division**

The Delaware County Sheriff's Office and the Delaware County School Districts are committed to ensuring the safety of our young people.

**Mission Statement**

An office committed to protecting our homes, our schools and our communities while providing the highest levels of integrity, accountability and professionalism to the people we serve.

**Goals**

1. To promote a safe environment, positive development and personal responsibility to young people, families, teachers and school communities.
2. Provide a visible and positive image of law enforcement by serving as educators, role models and confidants for students.
3. Assist young people in making positive choices in their lives

**Delaware County Sheriff's Office School Resource Program**

The Delaware County Sheriff's Office School Resource Officer program will be based on input from the Sheriff's Office, the school administration, teachers, faculty, and students. The program will be fashioned for an experienced uniformed deputy who is specifically trained to:

- Relate positively to children and young persons;
- Use a variety of teaching methods and resources;
- Support schools in consulting with parents and the community;
- Work with teachers to plan, implement and evaluate classroom lessons;
- Establish a positive liaison between the school and the Sheriff's Office

**Officer Assignment and Supervision-** S.R.O.'s will fall under the Patrol division. The school resource officers are supervised by the Captain of Administration. These officers will be assigned to our schools during the school year and used in a variety of crime prevention, community relations, and community education activities during the summer.

The deputy would be heavily involved in educating our youth and other crime prevention and community relations activities. We believe this structure would provide our community the most effective response to the needs of juveniles and offer us the opportunity to expand our services in crime prevention and community education.



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The Delaware County Sheriff's Office will provide the District with two School Resource Officers for the length of this contract. These deputies will be assigned buildings by the District.

**S.R.O. Uniform-** Our Deputies will be in the uniform of the day at all times. The deputy's enforcement role should never be compromised due to their position as a S.R.O. The standard uniform of the day does not prevent the officer from performing any of the duties involved in the program.

**Written Agreement-** This document will serve as the written agreement between the Buckeye Valley Local School System and the Delaware County Sheriffs Office. This agreement establishes the needed commitment and support from both institutions. This document also provides a series of guidelines and policies relevant to the performance of the S.R.O. This document will be the guiding agreement our deputies, school administrators, and Sheriff's Office administration look to for structure and accountability and should not become static, but rather, should be under constant review. The Buckeye Valley Local Schools agree to provide one half of each deputy's salary covering each of the school years.

**Independent Contractors:**

The Parties shall act in performance of this Agreement as independent contractors. As an independent contractor, the Buckeye Valley Local Schools and/or their board members, officers, officials, employees, representatives, agents, volunteers and/or servants are not entitled to any of the benefits enjoyed by employees of the Board of County Commissioners of Delaware County, Ohio, the Sheriff, and Delaware County. Likewise, as an independent contractor, the Sheriff and/or his officers, officials, employees, representatives, agents, volunteers and/or servants are not entitled to any of the benefits enjoyed by employees of the Buckeye Valley Local Schools.

**Parties Responsible For Their Own Actions:**

The Parties, as governmental entities/political subdivisions, lack authority to indemnify. As such, the Parties, agree to be and shall be responsible for their own actions and/or the actions of their respective board members, officials, officers, employees, agents, representatives, volunteers, and/or servants resulting from the performance of and/or provision of services or programs under and/or pursuant to this Agreement. Therefore, the Parties agree to be individually and solely responsible for any and all claims, lawsuits, liability, losses, damages, injuries (including death), and/or related expenses that each may incur as a result of their own actions and/or the actions of their respective board members, officials, officers, employees, agents, representatives, volunteers, and/or servants, in the performance of and/or provision of services or programs under and/or pursuant to this Agreement.

**Termination:**

**A. Termination for the Convenience:**

The Parties may terminate this Agreement at any time and for any reason by giving at least thirty (30) days advance notice, in writing, to the other Parties. The Sheriff shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.

**Civil Rights:**

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

**Accessibility of Programs to the Disabled /Handicapped:**

The Parties agree as a condition of this Agreement to make all Services provided pursuant to this Agreement accessible to the disabled/handicapped. The Parties further agree as a condition of this Agreement to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Agreement.

**Drug- Free Workplace**

The Parties agree to comply and certify compliance with all applicable state and federal laws regarding drug-free workplace and shall have established and have in place a drug free workplace policy. The Parties shall make a good faith effort to ensure that all of their and any of their providers officials, officers, employees, agents, representatives, volunteers, and/or servants will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

**DMA Form Statement:**

**COMMISSIONERS JOURNAL NO. 52 - DELAWARE COUNTY  
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The Buckeye Valley Local Schools certify that they do not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list. Pursuant to R.C. § 2909.33, the Buckeye Valley Local Schools agree to make such certification by completing the declaration of material assistance/no assistance described in R.C. § 2909.33(A) and understands that this Agreement is contingent upon full completion of such certificate and "No" being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Agreement and by this reference made a part of this Agreement.

**Findings for Recovery:**

Buckeye Valley Local Schools certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

**Notices:**

All notices which may be required by this Agreement or by operation of any rule of law shall be sent via United States certified mail, return receipt requested, and/or personally delivered to the following individuals at the following addresses and shall be effective on the date received:

**School Liaison-** It is recommended that each school assign someone to act as the liaison to the S.R.O. program. Especially in the beginning, this person will be very important to assure acceptance and successful implementation of the 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.

**Office Area-** The school will provide office space for the S.R.O. The office will need 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.

**S.R.O. STANDARD OPERATING PROCEDURES**

The S.R.O.'s activity in the school will be guided by the following procedures. These procedures have been drafted in a cooperative effort between Buckeye Valley Local Schools and the Delaware County Sheriff's Office.

**Duties of the S.R.O.** — The primary function of the S.R.O. 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. Specific daily assignments to accomplish this function will vary by school. The S.R.O. and school principal or designee will meet to discuss plans and strategies to address specific issues or needs that may arise. The S.R.O. will not be utilized in a parking enforcement role or any other school administrative assignment.

**Role in Crime Suppression** — One of the S.R.O.'s roles will be enforcement to include traditional criminal investigation and report taking. As a police officer, the S.R.O. has the authority to make arrests and use alternatives to arrest at his/her discretion. The following procedures will help the S.R.O. be as effective as possible in this role.

Ø The S.R.O. should be informed of all criminal activities that occur on the school campus regardless of the seriousness of the offense. The S.R.O. will also inform school administration of all criminal activities occurring on campus to make sure all interested parties remain informed.

**Enforcing/Reporting School Policy Violations** — The S.R.O. is not a school disciplinarian and will take action only when there is a violation of law. School discipline is the responsibility of the appropriate school administrator. The S.R.O. will report school policy violations through the proper channels to be handled by school administration. It is the responsibility of the S.R.O. to become familiar with the student handbook.

**Sharing of Information** — Recognizing communication and information sharing is essential to the success of the S.R.O. program. The following procedures should be followed to facilitate a free flow of information to and from the S.R.O.

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

Ø The sharing of arrest related information by the S.R.O. with school administration upon request or at the direction of the S.R.O. provided the individual has been formally charged.

Ø Juvenile fingerprints and photos, as part of the arrest record, will not be shared by the S.R.O.

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

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**Role in Locker, Vehicle And Personal Searches** — When requested, the S.R.O. may standby to keep the peace while school administration searches persons, property or vehicles under the following, but not limited to, applicable reasons:

- ? Student may reasonably be considered a threat to assault the searcher.
- ? Student may attempt to escape in a situation in which the student would be a danger to themselves or a danger to others.
- ? Student may possess a weapon; a suspicion that may be supported on the slightest articulated indication including conclusions drawn as a result of teaching or law enforcement experience.
- ? Student is suspected of having drugs, which may include needles or toxic substances.
- ? Items being searched may contain dangerous items.
- ? Item to be searched, such as an automobile, requires professional search techniques to make the search effective.

The S.R.O. may perform searches independent of the school administration only under the existing provisions of the Ohio Constitution, Ohio Revised Code and the Delaware County Sheriff's Office Standard Operating Procedure.

**Role in Critical Incidents** — The S.R.O. will be familiar with the emergency operations manual of the Buckeye Valley Local School District. During any critical incident occurring; on school property the S.R.O. will act as a liaison between school administration, Delaware County Sheriff's Office and other emergency resources. The S.R.O.'s will be on the school's disaster committee.

**Role in Truancy Issues** — Truancy issues will be handled by school personnel. Normally, the S.R.O. will not take an active role in the tracking of truants. The S.R.O. will act as a liaison between school and patrol personnel should law enforcement involvement become necessary due to safety concerns.

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**S.R.O. Daily Schedule-** The S.R.O. will normally work from 0800 until 1600 hours, Monday through Friday. They will mark in and out of service each day using their portable radios. The S.R.O. may adjust their schedule, with approval from their supervisor, in order to accommodate school activities and request. Overtime may also be approved in advance by the S.R.O. supervisor in order to accommodate these activities. S.R.O.'s 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 S.R.O. 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 S.R.O. will report to the Sheriff's Office for further assignment.

**Leaves And Absences-** S.R.O.'s will not be permitted to take extended leave during the school year. Time off must be approved by both the school administrator and the Division supervisor. Sick leave will be handled as directed by the Sheriff's Standard Operation of Procedures. In addition the S.R.O. will notify the school administration of his/her sick leave. Depending on staffing levels, a substitute will be assigned to replace the S.R.O. from the division.

**Transportation-** S.R.O.'s 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. At no time will officers use their private owned vehicle. If their assigned cruiser is down for service a replacement cruiser will be assigned.

**FINANCIALS  
SALARY AND BENEFITS FOR SRO OFFICER  
2008-2009 School Year**

Salary for SRO officers

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\$26.52 x 680	\$18033.60	
\$27.38 x 1400	38332.00	
Longevity	<u>1000.00</u>	
	\$57,365.60	1/2= \$28,682.80

Benefits for SRO officers:

Insurance (\$1216.05/month)	\$14592.60	
Medicare (1.45%)	831.80	
Workers' comp (2.0%)	1147.31	
PERS		
17.4% (2008)	3191.38	
17.63% (2009)	<u>6879.99</u>	
	\$26,643.08	1/2=\$13,321.54

Total to be paid by School - \$42,004.34

Total to be paid by County - \$42,004.34

**Financials**  
**SALARY AND BENEFITS FOR SRO OFFICER**  
**2009-2010**

Salary for SRO officers

\$27.38 x 680	\$18618.40	
\$28.34 x 1400	39676.00	
Longevity	<u>1000.00</u>	
	\$59,294.40	1/2 = \$29,647.20

Benefits for SRO officers:

Insurance (\$1216.05/2008)	\$5056.00	
Insurance (\$1327.20/2009)	\$10617.60	
Medicare (1.45%)	859.77	
Workers' comp (2.0%)	1185.89	
PERS		
17.63% (2008)	3336.67	
17.63% (2010)	<u>7213.81</u>	
	\$28,269.74	1/2=\$14,134.87

GRAND TOTAL \$87,564.14

Total to be paid by School - \$43,782.07

Total to be paid by County - \$43,782.07

**Financials**  
**SALARY AND BENEFITS FOR SRO OFFICER**  
**2010-2011**

**This is to be determined per collective bargaining agreement which expires December 31, 2010.**

**Governing Law:**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware

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County, Ohio.

**Severability:**

If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and be complied with.

**Entire Agreement:**

This Agreement, along with all of its attachments, shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the Parties.

**Signatures:**

Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

**Agreement Period**

This agreement will be in effect for a period covering the next (3) school years unless amended by mutual agreement. The three (3) school years are the 2008-2009 school year, the 2009-2010 school year and the 2010-2011 school year.

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

**RESOLUTION NO. 09-893**

**IN THE MATTER OF APPROVING A SCHOOL RESOURCE OFFICER AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY SHERIFF AND BIG WALNUT LOCAL SCHOOLS:**

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

Whereas, the Sheriff recommends approval of the following School Resource Officer Agreement;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the following School Resource Officer Agreement:

**Big Walnut Local Schools  
Delaware County Sheriff's Office  
School Resource Officer Agreement**

**School Resource Division**

The Delaware County Sheriff's Office and the Delaware County School Districts are committed to ensuring the safety of our young people.

**Mission Statement**

An office committed to protecting our homes, our schools and our communities while providing the highest levels of integrity, accountability and professionalism to the people we serve.

**Goals**

1. To promote a safe environment, positive development and personal responsibility to young people, families, teachers and school communities.
2. Provide a visible and positive image of law enforcement by serving as educators, role models and confidants for students.
3. Assist young people in making positive choices in their lives

**Delaware County Sheriff's Office School Resource Program**

The Delaware County Sheriff's Office School Resource Officer program will be based on input from the Sheriff's Office, the school administration, teachers, faculty, and students. The program will be fashioned for an experienced uniformed deputy who is specifically trained to:

- Relate positively to children and young persons;

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- Use a variety of teaching methods and resources;
- Support schools in consulting with parents and the community;
- Work with teachers to plan, implement and evaluate classroom lessons;
- Establish a positive liaison between the school and the Sheriff's Office

**Officer Assignment and Supervision-** S.R.O.'s will fall under the Patrol division. The school resource officers are supervised by the Captain of Administration. These officers will be assigned to our schools during the school year and used in a variety of crime prevention, community relations, and community education activities during the summer.

The deputy would be heavily involved in educating our youth and other crime prevention and community relations activities. We believe this structure would provide Our community the most effective response to the needs of juveniles and offer us the opportunity to expand our services in crime prevention and community education.

The Delaware County Sheriff's Office will provide the District with two School Resource Officers for the length of this contract. These deputies will be assigned buildings by the District.

**S.R.O. Uniform-** Our Deputies will be in the uniform of the day at all times. The deputy's enforcement role should never be compromised due to their position as a S.R.O. The standard uniform of the day does not prevent the officer from performing any of the duties involved in the program.

**Written Agreement-** This document will serve as the written agreement between the Big Walnut Local School System and the Delaware County Sheriff's Office. This agreement establishes the needed commitment and support from both institutions. This document also provides a series of guidelines and policies relevant to the performance of the S.R.O. This document will be the guiding agreement our deputies, school administrators, and Sheriff's Office administration look to for structure and accountability and should not become static, but rather, should be under constant review. The Big Walnut Local Schools agree to provide one half of each deputy's salary covering each of the school years.

**Independent Contractors:**

The Parties shall act in performance of this Agreement as independent contractors. As an independent contractor, the Big Walnut Local Schools and/or their board members, officers, officials, employees, representatives, agents, volunteers and/or servants are not entitled to any of the benefits enjoyed by employees of the Board of County Commissioners of Delaware County, Ohio, the Sheriff, and Delaware County. Likewise, as an independent contractor, the Sheriff and/or his officers, officials, employees, representatives, agents, volunteers and/or servants are not entitled to any of the benefits enjoyed by employees of the Big Walnut Local Schools.

**Parties Responsible For Their Own Actions:**

The Parties, as a governmental entities/political subdivisions, lack authority to indemnify. As such, the Parties, agree to be and shall be responsible for their own actions and/or the actions of their respective board members, officials, officers, employees, agents, representatives, volunteers, and/or servants resulting from the performance of and/or provision of services or programs under and/or pursuant to this Agreement. Therefore, the Parties agree to be individually and solely responsible for any and all claims, lawsuits, liability, losses, damages, injuries (including death), and/or related expenses that each may incur as a result of their own actions and/or the actions of their respective board members, officials, officers, employees, agents, representatives, volunteers, and/or servants, in the performance of and/or provision of services or programs under and/or pursuant to this Agreement.

**Termination:**

**A. Termination for the Convenience:**

The Parties may terminate this Agreement at any time and for any reason by giving at least thirty (30) days advance notice, in writing, to the other Parties. The Sheriff shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.

**Civil Rights:**

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

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**DMA Form Statement:**

The Big Walnut Local Schools certify that they do not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list. Pursuant to R.C.2909.33, the Big Walnut Local Schools agree to make such certification by completing the declaration of material assistance/no assistance described in R.C. § 2909.33(A) and understands that this Agreement is contingent upon full completion of such certificate and "No" being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Agreement and by this reference made a part of this Agreement.

**Findings for Recovery:**

Big Walnut Local Schools certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

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Ø Student may attempt to escape in a situation in which the student would be a danger to themselves or a danger to others.

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**FINANCIALS**  
**SALARY AND BENEFITS FOR SRO OFFICER**  
**2008-2009 School Year**

Salary for SRO officers

\$26.52 x 680	\$18033.60	
\$27.38 x 1400	38332.00	
Longevity	<u>1000.00</u>	
	\$57,365.60	1/2= \$28,682.80

Benefits for SRO officers:

Insurance (\$1216.05/month)	\$14592.60	
Medicare (1.45%)	831.80	
Workers' comp (2.0%)	1147.31	
PERS		
17.4% (2008)	3191.38	
17.63% (2009)	<u>6879.99</u>	
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Total to be paid by School - \$42,004.34

Total to be paid by County - \$42,004.34

**Financials**  
**SALARY AND BENEFITS FOR SRO OFFICER**  
**2009-2010**

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17.63% (2008)	3336.67	
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**Financials**  
**SALARY AND BENEFITS FOR SRO OFFICER**  
**2010-2011**

**This is to be determined per collective bargaining agreement which expires December 31, 2010.**

**Governing Law:**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

**Severability:**

If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and be complied with.

**Entire Agreement:**

This Agreement, along with all of its attachments, shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the Parties.

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Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

**Agreement Period**

This agreement will be in effect for a period covering the next (3) school years unless amended by mutual agreement. The three (3) school years are the 2008-2009 school year, the 2009-2010 school year and the 2010-2011 school year.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

**RESOLUTION NO. 09-894**

**IN THE MATTER OF DECLARING PERSONAL PROPERTY OBSOLETE, UNFIT, OR NOT NEEDED FOR PUBLIC USE AND THE INTENT OF SELLING SUCH PROPERTY VIA INTERNET AUCTION:**

MOTION: by Mr. O'Brien, Seconded by Mr. Hanks to approve and execute Resolution No. 09-894, declaring Personal Property obsolete, unfit, or not needed for public use and the intent of selling such property via internet auction.

WHEREAS, Delaware County has personal property not needed for public use, obsolete, or unfit for the use for which it was acquired; and

WHEREAS, Ohio Revised Code Section 307.12 (E) allows, by resolution adopted each calendar year, the sale of such property by internet auction; and

WHEREAS, the Delaware County Board of Commissioners passed Resolution 09-119 on February 2, 2009, declaring its intent to sell such property by internet auction; and

WHEREAS, Delaware County has personal property not needed for public use, obsolete, or unfit for the use for which it was acquired, currently in the possession of the Delaware County Sheriff's Office;

WHEREAS, certain of such property may require a signature to transfer such property from the county to a buyer;

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners, Delaware County, State of Ohio, that the property listed in "Addendum A" be sold in the manner prescribed in Resolution 09-119. The President of the Board of Commissioners is hereby authorized to sign any documents needed to transfer such property on behalf of the Board.

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ADDENDUM "A"

This document identifies the property referred to in the above Resolution.

<u>Asset Type</u>	<u>Manufacturer/Model</u>	<u>Serial Number</u>
CAR	2000 Ford Crown Vic	2FAFP71W2YX152656
CAR	99 Ford Crown Vic	2FAFP71W2XX225717
CAR	99 Ford Crown Vic	2FAFP71W7XX225714
PICKUP TRUCK	99 Chevrolet S-10	1GCCS19X6X8195773
PICKUP TRUCK	90 Ford Ranger	1FTCR10A6LUC07782
CAR	07 Ford - SALVAGE	2FAFP71W07X143128
CAR	07 Ford - SALVAGE	2FAFP71W57X143125
CAR	04 Ford - SALVAGE	2FAFP71W14X155235

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

**RESOLUTION NO. 09-895**

**IN THE MATTER OF AWARDING THE BID TO COVERALL HEALTH BASED CLEANING COMPANY FOR CARPET CLEANING SERVICES FOR DELAWARE COUNTY:**

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

WHEREAS, Delaware County received bids for carpet cleaning services for various Delaware County Buildings on June 15, 2009. And;

WHEREAS, after carefully reviewing the bids received, the bid submitted by Coverall Health Based Cleaning Company has been determined to be the lowest and best bid for carpet cleaning services;

NOW THEREFORE BE IT RESOLVED, that the board of Commissioners of Delaware County, State of Ohio, approve and accept the bid submitted by Coverall Health Based Cleaning Company for carpet cleaning services for Delaware County.

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

**RESOLUTION NO. 09-896**

**IN THE MATTER OF APPROVING PERSONNEL ACTIONS:**

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

The Director of Job and Family Services recommends to accept the Voluntary Termination of Jamie Shepherd from the Department of Job and Family Services; effective date July 24, 2009.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

**RESOLUTION NO. 09-897**

**IN THE MATTER OF AMENDING THE CHILD CARE PROVIDER CONTRACTS BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDERS AS LISTED:**

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

Whereas, Delaware County contracts with Child Care providers in accordance with state and federal regulations, and

Whereas, the Director of Job & Family Services recommends approval of the following contract amendments;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contract amendments for Child Care providers:

**Noah's Ark/Harrison St**

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This amendment, effective July 17, 2009, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Noah's Ark/Harrison St. entered into on the 1<sup>st</sup> day of January 2009.

Article 4. Cost and Delivery of Purchased Services:

(A) Payment Rates: The total amount of services to be reimbursed under this contract is increased from \$55,000 to \$75,000.

**Nikou Learning Center**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 1

This amendment, effective July 17, 2009, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Nikou Learning Center entered into on the 1<sup>st</sup> day of January 2009.

Article 4. Cost and Delivery of Purchased Services:

Payment Rates:

Changes amount reimbursable from \$55,000 to \$75,000

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

**RESOLUTION NO. 09-898**

**IN THE MATTER OF APPROVING THE CONTRACTS BETWEEN THE DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDERS AS LISTED:**

It was moved by Mr. O'Brien, seconded by Mr. Thompson to approve the following:

Whereas, Delaware County contracts with Child Care providers in accordance with state and federal regulations, and

Whereas, the Director of Job & Family Services recommends approval of the following contracts;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contracts for Child Care providers:

**BASIC RATES**

**Full-time Week for Licensed Center and Type A Providers: 25 to 60 hours**

Hourly: Paid after 60 hours

**Part-time Week for Center and Type A Providers: 8 hours to 24.9 hours**

Hourly Paid for .1 hour to 7.9 hours

**Full-time Week for Certified Type B Home Providers: 25 hours to 50 hours**

Hourly: Paid after 50 hours

**Part-time Week for Home Providers: 8 hours to 24.9 hours**

Hourly Paid for .1 hour to 7.9 hours

**Smoky Row Children's Center**

8615 Smoky Row Rd.

Powell, Oh 43065

	Full Time	Part Time	Hourly
Infants	\$ 213.90	\$ 157.15	\$ 8.76
Toddlers	\$ 187.40	\$ 132.80	\$ 8.15
Preschoolers	\$ 159.44	\$ 102.58	\$ 5.84
School Age	\$ 106.58	\$ 78.32	\$ 5.47
Summer School Age	\$ 153.80	\$ 104.31	\$ 6.40
Summer (3-5 yrs old)	\$ 95.00	\$ 95.00	\$ 5.47

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Pre-K (T-Thurs.)	\$ 29.30	\$ 29.30	\$ 5.47
(M-W-F)	\$ 38.37	\$ 38.37	\$ 5.47
(M-T-W-Th)	\$ 47.44	\$ 47.44	\$ 5.47

(A copy of each of these contracts is available in the commissioners' office until no longer of administrative value).

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

**RESOLUTION NO. 09-899**

**IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND CHILD PLACEMENT SERVICE PROVIDERS AS LISTED:**

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

Whereas, Delaware County contracts with Child Care Placement providers in accordance with state and federal regulations, and

Whereas, the Director of Jobs & Family Services recommends approval of the following contracts;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contracts for Child Care Placement providers:

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
Buckeye Ranch 5655 Hoover Road Grove City, Ohio 43123	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)

(A copy of each of these contracts is available in the Commissioners' Office until no longer of administrative value).

**Further Be It Resolved**, that the Commissioners approve a Purchase Order Request To Buckeye Ranch in the amount of \$65,000.00 (22511607-5342).

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Abstain

**RESOLUTION NO. 09-900**

**IN THE MATTER OF APPROVING THE GRANT AGREEMENT BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES (DCDJFS), AS FISCAL AND ADMINISTRATIVE AGENT FOR DELAWARE COUNTY FAMILY AND CHILDREN FIRST COUNCIL (FCFC), AND DELAWARE GENERAL HEALTH DISTRICT, FOR SFY 2010 OHIO CHILDREN TRUST FUNDS:**

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

Whereas, the Director of Job & Family Services recommends approval of the following grant agreement;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following grant agreement:

**Grant Agreement Between  
Delaware County Department of Job and Family Services (DCDJFS), as Fiscal and Administrative Agent for Delaware County Family and Children First Council (FCFC), and Delaware General Health District, for SFY 2010  
Ohio Children Trust Funds**

This Grant Agreement is entered into this 23rd day of July, 2009 by and between the Delaware County Department of Job and Family Services (hereinafter, "DCDJFS"), whose address is 140 North Sandusky Street,

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2<sup>nd</sup> Floor, Delaware, Ohio 43015, the Delaware County Board of County Commissioners (hereinafter, "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, and Delaware General Health District (hereinafter, "Agency") whose address is 1 W. Winter Street, Delaware, Ohio 43015 (hereinafter collectively, the "Parties").

**Term:** This Grant Agreement is for the time period of July 1, 2009 through June 30, 2010.

**Amount and Terms of Payment of Grant Award:** The total amount of the Grant Award to the Agency for State Fiscal Year 2010 (SFY 10) is \$15,224.00, payable as follows:

Upon receipt of this signed agreement, DCDJFS will release 50% of the monies to the Agency, being \$7,612.00. On or about March 1, 2010 or upon receipt by the DCDJFS of the Ohio Children's Trust Fund (OCTF) monies from the state, whichever is later, and when a quarterly invoice is submitted to DCDJFS, 30% of the award will be released to the Agency, being \$4,567.20. On or about July 30, 2010, or upon receipt of the Agency's submission of the Annual Report showing evidence of satisfactory achievement of the service deliverables, and when an invoice for the balance of the reward is received, the final 20% of the award, being \$3,044.80 will be released to the Agency provided that all service delivery and reporting requirements have been met.

**Service delivery:** Agency will provide the services described below. The Agency is expected to achieve no less than 40% of service delivery by December 31, 2009 and no less than 90% service delivery by June 30, 2010. Service delivery and budget details are further described in the grant application, attached to this Grant Agreement. Said attachment(s) further describing the service delivery and budget are by this reference incorporated herein and are hereby deemed to be part of this Grant Agreement as if fully set forth herein.

**Deliverable #1:** The Family Support Specialist will develop a bi-monthly newsletter called "Parent Pages" for families enrolled in the MRDD/Help Me Grow (HMG) program.

Unit of service = 6 newsletters

Projected units of service = 1200 units (1 family receiving 1 newsletter bi-monthly)

**Deliverable #2:** The Family Support Specialist will organize and promote the Down Syndrome, Autism and HMG General Support Groups/Transition workshops. These support groups will be offered at least 8 times per year in locations determined by each support group.

Unit of service = 1 support group meeting

Projected units of service = 24 support group meetings

**Deliverable #3:** Individual support will be provided by the Family Support Specialist on an as needed basis for families when referred by themselves or by the program service coordinators.

Unit of service = 1 contact

Projected units of service = 100 units

**Reporting requirements:** Quarterly Fiscal Reports as well as quarterly invoices for services provided are due January 10, 2010, April 10, 2010 and July 10, 2010. A Semi-Annual Program Report is due January 10, 2010 and an Annual Report is due July 10, 2010.

**Indemnity/Insurance:**

A. To the fullest extent of the law, Agency agrees to indemnify and hold the Delaware County Board of County Commissioners ("Board"), the Delaware County Department of Job and Family Services ("DCDJFS"), FCFC, and Delaware County and their respective boards, officers, officials, employees, volunteers, agents, servants and representatives (collectively "Indemnified Parties") free and harmless from any and all actions, claims, suits, demands, judgments, damages, losses and expenses, regardless of type or nature, actual or threatened, including but not limited to promptly retaining defense counsel to represent the Indemnified Parties, defending and protecting the same, and paying any and all attorney's fees, costs, and expenses, arising from any accident or occurrence, intentional or unintentional, related in any manner to Agency's performance of this Grant Agreement. The Agency further agrees that it shall undertake to defend, at its own expense, any and all actions, claims, suits, or demands brought against the Indemnified Parties by reason of or result of the Agency's performance under this Grant Agreement, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees.

B. The Agency agrees to indemnify and hold the Indemnified Parties free and harmless from any and all actions, claims, suits, demands, judgments, damages, losses and expenses, regardless of type or nature, actual or threatened, including but not limited to attorney's fees, costs, and expenses, arising from any disclosure of confidential information, intentional or unintentional, or any other such lawsuits or regulatory actions arising from any sharing, intentional or unintentional, of confidential information. For purposes of this section, "confidential information" is defined as any information that may personally identify any person, client, or

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individual that potentially and/or does receive services provided under this Grant Agreement, unless such person, client, and/or individual, or if a minor, the minor's parent or guardian, agrees in writing to the release of such information.

C. The Agency shall assume full responsibility for and shall indemnify the Board, DCDJFS, FCFC, and Delaware County for any damage to or loss of any Board, DCDJFS, FCFC, and/or County property, including but not limited to building, fixtures, furnishings, equipment, supplies, accessories and/or parts resulting in whole or part from any acts or omissions, intentional or unintentional, of the Agency or any board, officer, official, employee, volunteer, agent, servant, or representative of the Agency.

D. The Agency shall present current certificates of insurance prior to commencement of this Grant Agreement, and shall maintain during the term of this Grant Agreement, the insurance and bonds specified below:

- a. Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed. (Certificate not required if it's a government agency.)
- b. Commercial General Liability insurance for a minimum of \$1,000,000 per occurrence with an annual aggregate of at least \$2,000,000, including coverage for subcontractors, if any are used.
- c. Umbrella or Excess Liability insurance (over and above Commercial General Liability) with a limit of at least \$2,000,000.
- d. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of the Board, DCDJFS, FCFC, and/or Delaware County, or its departments, with limits of at least \$300,000 (Combined Single Limit) or, \$100,000 per person and \$300,000 per accident for Bodily Injury and \$100,000 per accident for property damage.
- e. The DCDJFS, FCFC, and the Board of Delaware County Commissioners must be named as "Additional Insured" on the policies listed in paragraphs b, c, and d above.

**Independent Contractor:**

The Agency shall act in performance of this Grant Agreement as an Independent Contractor. As an independent contractor, the Agency and/or its board, officers, officials, employees, representatives, agents, volunteers and/or servants are not entitled to any of the benefits enjoyed by employees of the Board, DCDJFS, FCFC, and Delaware County.

**Termination for Convenience/Cause:**

A. Termination for the Convenience

Either party may terminate this Grant Agreement at any time and for any reason by giving at least seven (7) days advance notice, in writing, to the other party. The Agency shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

B. Breach or Default of Contract

Upon breach or default of any of the provisions, obligations, or duties embodied in this Grant Agreement, an aggrieved party shall provide written notice of the breach or default to the breaching or defaulting party and permit the breaching or defaulting party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this Grant Agreement may, at the election of the aggrieved party, be immediately terminated. The Parties may, without limitation, exercise any available administrative, contractual, equitable or legal remedies. In the event of such a breach or default, the Agency shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

The waiver of any occurrence of breach or default is not and should not be interpreted as a waiver of any such subsequent occurrences. The Parties, without limitation, retain the right to exercise all available administrative, contractual, equitable or legal remedies. If the Agency or the FCFC fails to perform an obligation or obligations under this Grant Agreement and such failure(s) is (are) waived by the other party, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by the FCFC shall be authorized in writing and signed by an authorized FCFC representative.

C. Loss of Funding

It is understood by the Agency that availability of funds for this Grant Agreement and thus this Grant Agreement is contingent on appropriations made by the Local, State and/or Federal government. In the event that the Local, State and/or Federal reimbursement is no longer available to the FCFC, the Agency understands

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that changes and/or termination of this Grant Agreement will be required and necessary. Such changes and/or termination will be effective on the date that the Local, State and/or Federal reimbursement is no longer available, or later as otherwise stipulated in writing by the FCFC.

**Compliance with Requirements of Ohio Children’s Trust Fund (OCTF):**

The Agency agrees to comply with requirements of the Ohio Children’s Trust Fund (OCTF) and to use monies awarded only to support primary and secondary child abuse/neglect prevention efforts as approved in the grant application and/or written addendum. Said grant application and/or written addendum are by this reference incorporated herein and are hereby deemed to be part of this Grant Agreement as if fully set forth herein.

OCTF monies will not be targeted to families or individuals case managed by the DCDJFS or any public children services agency, nor will they be used to supplant existing funding.

Non-compliance or unsatisfactory achievement of above specified service units may result in reduced funding or cancellation of this award.

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

**Accessibility of Programs to the Disabled/Handicapped:** The Agency agrees as a condition of this Grant Agreement to make all services and/or programs provided pursuant to this Grant Agreement accessible to the disabled/handicapped. The Agency further agrees as a condition of this Grant Agreement to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Grant Agreement.

**DMA Form Statement:** The Agency certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list. Pursuant to R.C. § 2909.33, the Agency agrees to make such certification by completing the declaration of material assistance/nonassistance described in R.C. § 2909.33(A) and understands that this Grant Agreement is contingent upon full completion of such certificate and “No” being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Grant Agreement and by this reference made a part of this Grant Agreement.

**CAMPAIGN FINANCE – COMPLIANCE WITH ORC § 3517.13**

Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Contractor/Provider, therefore, is required to complete the attached certificate/affidavit entitled “Certification/Affidavit in Compliance With O.R.C. Section 3517.13.” **Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract.** Such certification is attached to this Contract and by this reference made a part thereof.

**Findings for Recovery:** The Agency certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

**Notices:**

All notices which may be required by this Grant Agreement or by operation of any rule of law shall be sent via certified mail or personally delivered to the following individuals at the following addresses and shall be effective on the date received :

Agency:  
Name: \_\_\_\_\_

FCFC:  
Mona Reilly  
Delaware County Family and



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Address: \_\_\_\_\_ Children First Council  
140 N. Sandusky St., 2<sup>nd</sup> Floor  
City/State/Zip: \_\_\_\_\_ Delaware, Ohio 43015

**Governing Law:** This Grant Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Grant Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

**Severability:** If any item, condition, portion, or section of this Grant 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 Grant Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and be complied with.

**Entire Agreement:** This Grant Agreement, along with all of its Attachments, shall constitute the entire understanding and agreement between the FCFC and the Agency, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

**Authority to Sign:** The Agency states and agrees that the individual(s) who, on behalf of the Agency, have reviewed this Grant Agreement and effectuate this Grant Agreement by attaching their signatures below are officers of the Agency and are authorized to and have authority to enter this Grant Agreement on behalf of the Agency and by so signing have authority to bind and does bind the Agency to any and all terms of this Grant Agreement.

**Effect of Signature:** The signature below on behalf of the Agency indicates that the signer and the Agency agree to be bound by all the terms and conditions of this Grant Agreement and to comply with all requirements of OCTF.

**Further Be It Resolved,** that the Commissioners approve a Purchase Order Request To the Health Department in the amount of \$7612.00 (22811609-5301).

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

**RESOLUTION NO. 09-901**

**IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR JOB AND FAMILY SERVICES:**

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve the following:

<b>Transfer of Appropriation</b>		
<b>From</b>	<b>To</b>	
22511607-5342	22511607-5801	
CHILDREN SERVICES/Med & Health Related Services	CHILDREN SERVICES/Misc Cash Transfer	\$ 600,000.00

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

**RESOLUTION NO. 09-902**

**IN THE MATTER OF AUTHORIZING THE SUBMITTING OF AN APPLICATION FOR A 2009-2010 VICTIMS OF CRIME ACT(VOCA) AND STATE VICTIMS ASSISTANCE ACT (SVAA) GRANT FOR THE JUVENILE COURT VICTIMS ASSISTANCE PROGRAM :**

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

Grant	# 2009-10 VADSCE 21-035
Source:	State, federal, and local funds (administered by the Ohio Attorney General office)
Grant Period	10-1-09 thru 9-30-10
Grant Amount	VOCA \$32,273.00
Local Match	20,630.00
Grant Amount	SVAA 22,330.00
<u>Local Match</u>	<u>0.00</u>
Total	75,233.00

The Victims Assistance Program has been in existence since 1987. This grant coupled with the local match funds two full time staff.

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Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

**RESOLUTION NO. 09-903**

**IN THE MATTER OF AUTHORIZING THE SUBMITTING OF AN APPLICATION FOR THE 2009-2010 VICTIMS OF CRIME ACT (VOCA) AND STATE VICTIMS ASSISTANCE ACT (SVAA) GRANT FOR THE JUVENILE COURT CASA PROGRAM (COURT APPOINTED SPECIAL ADVOCATE):**

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

Grant#	2009-10 VADCSE21-474
Source	State, federal, and local funds (administered by the Ohio Attorney General office)
Grant Period	10-01-09 thru 09-30-10

Grant Amount	VOCA	\$ 20,092.00
Local Match		6,697.00
Grant Amount	SVAA	1,924.00
Local Match		00.00
Total Grant Amount		28,713.00

The CASA program was started in 1984. This grant and local match funds 1 full time position.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

**RESOLUTION NO. 09-904**

**IN THE MATTER OF AUTHORIZING THE SUBMITTING OF AN APPLICATION FOR THE VICTIMS OF CRIME AND STATE VICTIMS ASSISTANCE GRANT (VOCA/SVAA) FOR VICTIM SERVICES:**

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

Grant #	2009VAGENE445T
Source:	VOCA-Ohio Attorney General
Grant Period:	October 1, 2009 - September 30, 2010

Federal Grant Request Amount:	\$ 22568.00
Local Match:	7522.00
Total VOCA Grant Amount:	\$ 30090.00

Grant #	2009SAGENE445T
Source:	SVAA-Ohio Attorney General
Grant Period:	October 1, 2009 - September 30, 2010

State Grant Request Amount:	\$ 2108.00
Local Match:	0.00
Total SVAA Grant Amount:	\$ 2108.00

Total Grant Amount:	\$32198.00
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The renewal grant will provide continued funding for Victim's Assistance programs in Delaware County.

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

**RESOLUTION NO. 09-905**

**IN THE MATTER OF APPROVING THE RENAMING OF FUND AND ORGANIZATIONAL KEY FOR THE ECONOMIC DEVELOPMENT DEPARTMENT:**

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

WHEREAS, the Ohio Department of Development has allocated \$146,000 in the Fiscal Year 2009 Small Cities Community Development Block (CDBG) grant funds under the Formula Program to Delaware County, and

WHEREAS, an organization key is required to be set up to receive funding from the Ohio Department of Development for the Formula 2009 grant, and

WHEREAS, the Director of the Delaware County Economic Development Department recommends the

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approval from the Delaware County Commissioners to rename the organization key for Formula 2009.

NOW THEREFORE BE IT RESOLVED, that Delaware County Board of Commissioners does hereby approve the following:

RENAME FUND	From	To
23011705	CDBG FY'05	CDBG FY'09
Vote on Motion	Mr. Thompson Aye	Mr. O'Brien Aye
	Mr. Hanks Aye	

**RESOLUTION NO. 09-906**

**SETTING DATE AND TIME FOR A PUBLIC HEARING #2 TO CONSIDER USING REVOLVING LOAN FUNDS (RLF) TO ASSIST IN CONDUCTING AN INTERCHANGE MODIFICATION STUDY FOR THE INTERCHANGE OF US 36 & I-71 IN DELAWARE COUNTY, OHIO:**

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following:

NOW THEREFORE BE IT RESOLVED, that a public hearing will be held on **Thursday, August 6, 2009, at 9:45 a.m.** in the County Commissioners Office located at 101 North Sandusky Street in Delaware, Ohio. This hearing is required to consider using the RLF for the Interchange Modification Study for US 36 & I-71 in Delaware County.

Vote on Motion	Mr. O'Brien	Aye	Mr. Thompson	Aye	Mr. Hanks	Aye
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**RESOLUTION NO. 09-907**

**9:30AM IN THE MATTER OF OPENING PUBLIC HEARING NUMBER 1 TO CONSIDER LEVYING A REAL PROPERTY TRANSFER TAX PURSUANT TO SECTION 322.02 OF THE REVISED CODE:**

It was moved by Mr. O'Brien, seconded by Mr. Hanks to open the hearing at 9:30AM.

Vote on Motion	Mr. Thompson	Aye	Mr. O'Brien	Aye	Mr. Hanks	Aye
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**RESOLUTION NO. 09-908**

**IN THE MATTER OF APPROVING, FOR A SPECIFIC OCCURRENCE, A SUSPENSION OF RULE 3-SPEAKER REGISTRATION; RULE 4-LIMITATIONS AND RULE 7-PUBLIC COMMENT PROCEDURE FROM THE RULES GOVERNING PUBLIC COMMENT BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:**

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve, for a specific occurrence, a suspension of Rule 3-Speaker Registration; Rule 4-Limitations; Rule 7-Public Comment Procedure from the Rules Governing Public Comment Before The Board Of County Commissioners Of Delaware County, Ohio

Vote on Motion	Mr. O'Brien	Aye	Mr. Thompson	Aye	Mr. Hanks	Aye
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**RESOLUTION NO. 09-909**

**IN THE MATTER OF CLOSING PUBLIC HEARING NUMBER 1 TO CONSIDER LEVYING A REAL PROPERTY TRANSFER TAX PURSUANT TO SECTION 322.02 OF THE REVISED CODE:**

It was moved by Mr. O'Brien, seconded by Mr. Hanks to close the hearing at 9:40AM.

Vote on Motion	Mr. Hanks	Aye	Mr. Thompson	Aye	Mr. O'Brien	Aye
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**RESOLUTION NO. 09-910**

**A RESOLUTION APPROVING THE PORT AUTHORITY'S REQUEST TO WAIVE THE 2009 ANNUAL ADMINISTRATIVE ASSISTANCE FEE:**

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following:

Whereas, the Delaware County Board of Commissioners created the Delaware County Port Authority per Resolution No. 06-506, adopted on April 24, 2006; and

Whereas, the Port Authority has determined that it requires administrative assistance in order to adequately

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and effectively perform its duties as an economic development organization within the County; and

Whereas, the Port Authority has requested the assistance of the County to provide administrative assistance to the organization, to be funded through fees generated from development projects receiving assistance from the Port Authority, and

Whereas, the Port Authority shall make a minimum payment of \$20,000 per calendar year to the County for administrative services, subject to the availability of funds, and

Whereas, the Port Authority plans to create a Port Authority/County economic development website, and

Whereas, the Port Authority requests the Commissioners waive the 2009 administrative assistance fee to offset the website development and deployment costs .

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio as follows:

Section 1. The Delaware County Commissioners approve waiving the 2009 administrative assistance fee in the amount of \$20,000.

Section 2. The \$20,000 fee shall be designated by the Port Authority for development and deployment of the Port Authority/County website.

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Nay

**RESOLUTION NO. 09-911**

**IN THE MATTER OF APPROVING PERSONNEL ACTIONS:**

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve the following:

The Director of Environmental Services is recommends accepting the Disability Retirement of Karl Hough with The Regional Sewer District; effective date July 24, 2009.

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

**RESOLUTION NO. 09-912**

**IN THE MATTER OF APPROVING PERSONNEL ACTIONS:**

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

The Director of 911 Communications recommend accepting the resignation of Josh Ripley, a Telecommunications Officer II, with the 911 Department; effective August 14, 2009

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

**RESOLUTION NO. 09-913**

**IN THE MATTER OF APPROVING BUDGET CUT SUPPLEMENTAL APPROPRIATIONS:**

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

<b>Supplemental Appropriations</b>				<b>Amount</b>
Auditor's Office	10010101	5201	General Supplies	(\$ 150.00 )
Auditor's Office	10010101	5208	Operating Supplies	(\$ 100.00 )
Auditor's Office	10010101	5305	Training	(\$ 150.00 )
Auditor's Office	10010101	5308	Association & Membership Fees	(\$ 250.00 )
Commissioners Office	10011101	5310	Travel - Nontaxable	(\$ 150.00 )
Commissioners Office	10011101	5313	Printing & Related Services	(\$ 150.00 )
General	10011102	5260	Minor Equipment	(\$ 3,500.00 )
General	10011102	5308	Association & Membership Fees	(\$ 1,000.00 )
General	10011102	5360	Attorney Services	(\$ 2,500.00 )
Records Center	10011103	5313	Printing & Related Services	(\$ 150.00 )
Records Center	10011103	5325	Maintenance Contracts	(\$ 2,000.00 )
Service Center	10011106	5228	Vehicle Supplies	(\$ 3,000.00 )
Human Resources	10011108	5301	Contracted Services	(\$ 500.00 )

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Human Resources	10011108	5312	Advertising	(\$	1,000.00 )
Human Resources	10011108	5335	Lab & Testing	(\$	500.00 )
Employee Relations	10011109	5208	Operating Supplies	(\$	250.00 )
Employee Relations	10011109	5305	Training	(\$	1,000.00 )
Code Compliance	10011301	5201	General Supplies	(\$	500.00 )
Code Compliance	10011301	5217	Periodicals	(\$	200.00 )
Code Compliance	10011301	5301	Contracted Services	(\$	500.00 )
Code Compliance	10011301	5313	Printing & Related Services	(\$	500.00 )
EMS	10011303	5004	Overtime	(\$	20,000.00 )
EMS	10011303	5208	Operating Supplies	(\$	500.00 )
EMS	10011303	5224	Uniforms	(\$	1,000.00 )
EMS	10011303	5243	Pharmaceuticals	(\$	5,000.00 )
EMS	10011303	5301	Contracted Services	(\$	1,000.00 )
EMS	10011303	5313	Printing & Related Services	(\$	1,000.00 )
EMS	10011303	5345	Safety Services	(\$	40,000.00 )
Prosecutor's Office	10012101	5308	Association & Membership Fees	(\$	200.00 )
Prosecutor's Office	10012101	5313	Printing & Related Services	(\$	100.00 )
Victims Assistance	10012301	5201	General Supplies	(\$	100.00 )
Victims Assistance	10012301	5313	Printing & Related Services	(\$	100.00 )
Recorder's Office	10013101	5313	Printing & Related Services	(\$	491.50 )
Treasurer's Office	10014101	5201	General Supplies	(\$	150.00 )
Treasurer's Office	10014101	5208	Operating Supplies	(\$	150.00 )
Treasurer's Office	10014101	5305	Training	(\$	250.00 )
Treasurer's Office	10014101	5310	Travel - Nontaxable	(\$	250.00 )
Treasurer's Office	10014101	5313	Printing & Related Services	(\$	1,000.00 )
Board of Elections	10016101	5317	Public Relations/Promotions	(\$	1,000.00 )
Board of Elections	10016101	5331	Postal & Freight Services	(\$	500.00 )
Juvenile Court	10026201	5350	Foster Care Services	(\$	40,000.00 )
COYC	10026202	5360	Court Related Services	(\$	25,000.00 )
Court of Appeals	10029202	5301	Contracted Services	(\$	4,100.00 )
Sheriff Deputies	10031301	5301	Contracted Services	(\$	2,500.00 )
Sheriff Firing Range	10031308	5284	Sign Materials	(\$	100.00 )
Sheriff Firing Range	10031308	5328	Maintenance & Repair	(\$	100.00 )

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

**COMMISSIONERS' COMMITTEES REPORTS**

Refer to CD minutes for entire record

**Commissioner Hanks**

- Upcoming Vacation Days
- Article in the Business Section of the Dispatch
- City of Columbus is also looking at Fiber Optic
- idea of looking into Grant Contractor to find grants for the county

**Commissioner O'Brien**

- None, the COYC meeting was canceled

**Commissioner Thompson**

- Recognizes Employee Stacie Hines, she will be the Chair Person for the People-In-Need Food Drive

**RESOLUTION NO. 09-914**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF FOR LAND ACQUISITION AND PENDING OR IMMINENT LITIGATION:**

It was moved by Mr. O'Brien, seconded by Mr. Hanks to adjourn into Executive Session at 10:10AM.

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

**RESOLUTION NO. 09-915**

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

It was moved by Mr. O'Brien, seconded by Mr. Hanks to adjourn out of Executive Session at 11:03AM.

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Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

**RESOLUTION NO. 09-916**

**IN THE MATTER OF ADJOURNING THE MEETING:**

It was moved by Mr. O'Brien, seconded by Mr. Hanks to adjourn the meeting.

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

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Todd Hanks

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Ken O'Brien

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Tommy Thompson

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Letha George, Clerk to the Commissioners