

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 28, 2011

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

Present:
Dennis Stapleton, President
Ken O'Brien, Vice President
Tommy Thompson, Commissioner

RESOLUTION NO. 11-789

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JULY 25, 2011:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on July 25, 2011; 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. Stapleton Aye Mr. O'Brien Aye

RESOLUTION NO. 11-790

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM WORK SESSION HELD JULY 25, 2011:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in a work session on July 25, 2011; 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 work session 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 work session.

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

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 11-791

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0727 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0727:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0727, memo transfers in batch numbers MTAPR0727 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Columbus State	Job and Family Program	22311611-5348	\$ 6,000.00
Mays Consulting	Alum Creek Roof	66611904-5301	\$66,120.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Desc</u>	<u>Line Account</u>	<u>Amount</u>	<u>Line</u>
R1105085	CITY OF DELAWARE	2ND QUARTER EMS RUNS	10011303 - 5345	\$129,274.02	0001
R1105086	LIBERTY TWP FIRE DEPT	2ND QUARTER EMS RUNS	10011303 - 5345	\$59,531.03	0001
R1105205	SOUTHERN STATE COMMUNITY COLLEGE	TUITION	22311611 - 5348	\$12,500.00	0001

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

RESOLUTION NO. 11-792

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Engineer's Office is requesting that Jack Jennings attend a Best Practices In GPS Surveying Seminar in Worthington, Ohio August 3, 2011, at the cost of \$259.00 (Fund Number 29214001).

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

RESOLUTION NO. 11-793

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. Thompson 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 Sheriffs Office
School Resource Officer Agreement
2011-2014 School Years
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 one School Resource Officers for the length of this contract. The deputy 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 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 Big Walnut Local Schools agree to provide one half of the deputy 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.

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.

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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.

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 Big Walnut 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 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 Big Walnut 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.

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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:

- > 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 Big Walnut 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.

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
2011-2012 School Year**

Salary for SRO officers

\$ 28.34 x 2080	\$58,739.20
Longevity	1000.00

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	\$59,739.20	1/2 = \$29,869.60
Benefits for SRO officers:		
Insurance (\$1,407.00/month)	\$ 16,448.00	
Medicare (1.45%)	\$ 866.22	
Workers' comp (1.0%)	\$ 597.39	
PERS (18.1%)	\$10,812.80	
	\$28,724.41	1/2= \$14,362.20
Total to be paid by School - \$44,231.80		
Total to be paid by County - \$44,231.80		

The school agrees to pay the Delaware County Sheriff 50% of the salary and benefits of each SRO officer covered under this agreement. For the 2011-2012 school years this amount will be \$44,231.80 as shown above. The cost for future years will be determined once new salary and benefits are established for the remainder of this agreement.

**Financials
2012-2014**

This is to be determined per collective bargaining agreement which expired 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.

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.

Effect of Signatures:

The signatures of the Parties below indicate that the signers and the entities that they represent agree to be bound by all the terms and conditions of this Agreement.

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 2011-2012 school year, the 2012-2013 school year and the 2013-2014 school year.

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

RESOLUTION NO. 11-794

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. Thompson to approve the following:

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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 Sheriffs Office
School Resource Officer Agreement
2011-2014 School Years
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.

The Delaware County Sheriff's Office will provide the District with three School Resource Officers for the length of this contract. The deputy 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 Schools 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 Olentangy Local Schools agree to provide one half of the deputy 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

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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 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:

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.

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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.

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> 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.

> 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:

> 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.

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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

Sheriffs 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.

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
 2011-2012 School Year

Salary for SRO officers

\$ 28.34 x 2080	\$58,739.20	
Longevity	1000.00	
	\$59,739.20	1/2 = \$29,869.60

Benefits for SRO officers:

Insurance (\$1,407.00/month)	\$ 16,448.00	
Medicare (1.45%)	\$ 866.22	
Workers' comp (1.0%)	\$ 597.39	
PERS (18.1%)	\$10,812.80	
	\$28,724.41	1/2= \$14,362.20

Total to be paid by School - \$44,231.80 per Deputy- (44,231.80 X 3) = \$132,695.40

Total to be paid by County - \$44,231.80 per Deputy- (\$44,231.80 X 3) = \$132,695.40

The school agrees to pay the Delaware County Sheriff 50% of the salary and benefits of each SRO officer covered

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under this agreement. For the 2011-2012 school years this amount will be \$132,695.40 as shown above. The cost for future years will be determined once new salary and benefits are established for the remainder of this agreement.

**Financials
2012-2014**

This is to be determined per collective bargaining agreement which expired 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.

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.

Effect of Signatures:

The signatures of the Parties below indicate that the signers and the entities that they represent agree to be bound by all the terms and conditions of this Agreement.

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 2011-2012 school year, the 2012-2013 school year and the 2013-2014 school year.

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

RESOLUTION NO. 11-795

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. Thompson 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 Sheriffs Office
School Resource Officer Agreement
2011-2014 School Years
School Resource Division**

The Delaware County Sheriffs 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

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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 Sheriffs Office School Resource Program

The Delaware County Sheriffs Office School Resource Officer program will be based on input from the Sheriffs 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 Sheriffs 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 Sheriffs Office will provide the District with one School Resource Officers for the length of this contract. The deputy 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 Sheriffs 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 the deputy 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 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

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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.O 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 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 Sheriffs 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 Sheriffs 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.

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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.

> The Ohio Revised Code, the Ohio Administrative Code, Ohio's Public Records Law as relevant to the Delaware County Sheriffs Office policy and Buckeye Valley 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 Sheriffs 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:

> 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 Sheriffs 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 Sheriffs 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

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days and summer break, the S.R.O. will report to the Sheriffs 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 Sheriffs 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
2011-2012 School Year**

Salary for SRO officers

\$ 28.34 x 2080	\$58,739.20	
Longevity	<u>1000.00</u>	
	\$59,739.20	1/2= \$29,869.60

Benefits for SRO officers:

Insurance (\$1,407.00/month)	\$16,448.00	
Medicare (1.45%)	\$ 866.22	
Workers' comp (1.0%)	\$ 597.39	
PERS (18.1%)	<u>\$ 10,812.80</u>	
	\$28,724.41	1/2 = \$14,362.20

Total to be paid by School - \$44,231.80

Total to be paid by County -\$44,231.80

The school agrees to pay the Delaware County Sheriff 50% of the salary and benefits of each SRO officer covered under this agreement. For the 2011-2012 school years this amount will be \$44,231.80 as shown above. The cost for future years will be determined once new salary and benefits are established for the remainder of this agreement.

**Financials
SALARY AND BENEFITS FOR SRO OFFICER
2012-2014**

This is to be determined per collective bargaining agreement which expired 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.

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

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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 2011-2012 school year, the 2012-2013 school year and the 2013-2014 school year.

AMENDMENT TO AGREEMENT

Due to budget concerns at Buckeye Valley, the district would like at this time to contract with our SRO through the end of the first semester, Friday January 27, 2012 on a 5 day per week basis. Pending the outcome of a proposed income tax increase to be on the November 2011 ballot, the district will make a determination as to services for the second half of the school year. Buckeye Valley agrees to pay the amount of \$22,115.90 (one-half of the school district annual cost) for 5 day per week SRO service through January 27, 2012.

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

RESOLUTION NO. 11-796

IN THE MATTER OF AMENDING THE DEBT AGREEMENT APPROVED IN RESOLUTION NO. 10-318 BY AND BETWEEN THE BOARDS OF COUNTY COMMISSIONERS OF CHAMPAIGN, DELAWARE, MADISON AND UNION COUNTIES FOR A CAPITAL IMPROVEMENTS GRANT FROM THE OHIO DEPARTMENT OF YOUTH SERVICES FOR RENOVATIONS TO THE CENTRAL OHIO YOUTH CENTER:

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

AMENDED DEBT AGREEMENT

This contract (hereinafter referred to as the "debt agreement") is between the respective four Counties herein. This debt agreement is not valid or effective until the date when the last party signs and all resolutions are attached as provided herein.

Whereas, the Boards of County Commissioners of Champaign, Delaware, Madison and Union Counties (collectively hereinafter referred to as the "Commissioners") pursuant to laws of Ohio are members of the four County Joint Juvenile Detention Board for Champaign, Delaware, Madison and Union Counties (identified herein as "Joint Board"); and

Whereas, the Joint Board operates an entity known as the Central Ohio Youth Center which is the successful recipient of a capital improvements grant for renovations from the Ohio Department of Youth Services (identified herein as "DYS") in an amount not to exceed \$1,380,000.00, representing a 60% share by DYS of the total project cost of \$2,300,000.00; and

Whereas, the grant by DYS is conditioned upon the Joint Board providing a 40% match of the cost of the capital improvements in an amount not to exceed \$920,000.00; and

Whereas, in order for the Joint Board to secure the 40% match of \$920,000.00, the Board of Commissioners of Union County (hereinafter "Union County") issued a Debt on the credit of Union County on behalf of the Joint Board and the Central Ohio Youth Center subject to repayment as provided herein; and

Whereas, due to unforeseen conditions discovered during the renovations of the Central Ohio Youth Center, additional renovations are necessary for continued operation of the Central Ohio Youth Center; and

Whereas, the cost of the additional renovations are estimated to be \$650,000, of which DYS has agreed to contribute \$150,000, and the remainder of which the Commissioners mutually agree to divide equally among the four counties;

IT IS THEREFORE MUTUALLY AGREED AS FOLLOWS:

1. Union County on behalf of the Joint Board will secure the \$920,000.00 Debt for the 40% match. The Debt for the local match is conditioned upon the Commissioners of Champaign, Delaware and Madison Counties each passing resolutions to acknowledge and guarantee that each County is responsible for its respective 25% share of the principal, interest and costs for the Debt secured by Union County.
2. Union County on behalf of the Joint Board will additionally secure the \$500,000 Debt for the Joint Board's share of the costs for unforeseen renovations to the Central Ohio Youth Center. This Debt is conditioned upon the Commissioners of Champaign, Delaware, and Madison Counties each passing resolutions to acknowledge and guarantee that each County is responsible for its respective 25% share of the principal, interest and costs for the Debt secured by Union County.

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3. Union County anticipates securing the Debt for up to a 20 year term. Upon written request of Union County, not less than 30 days before the end of the Debt term or any renewal, the Boards of County Commissioners of Champaign, Delaware and Madison Counties will pay to Union County within 20 days of the notice their respective 25% share of the Debt principal, interest and costs of procurement including miscellaneous fees, brokerage fees and the cost of bond Counsel, if any.
4. Each of the undersigned Board of County Commissioners of the Joint Board member Counties will adopt a Board resolution consistent with this agreement acknowledging their County's obligation on the Debt and attach a signed copy of the resolution to this debt agreement. For this debt agreement to be in force, all four resolutions will be attached hereto and incorporated by reference. Thereafter, Union County will secure the Debt.
5. This debt agreement (including its exhibits) contains the entire agreement among the parties and supersedes all prior or contemporaneous discussions, negotiations, representations, or agreements. Whereupon, the parties by their duly authorized representatives have caused this debt agreement to be executed as of the dates of the resolutions set forth herein.

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

RESOLUTION NO. 11-797

A RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF BONDS IN THE MAXIMUM PRINCIPAL AMOUNT OF \$16,000 FOR THE PURPOSE OF PAYING THE PROPERTY OWNERS' PORTION, IN ANTICIPATION OF THE COLLECTION OF SPECIAL ASSESSMENTS, OF THE COST OF CONSTRUCTING THE O'BRIEN #440 WATERSHED DITCH BETWEEN CERTAIN TERMINI BY ACQUIRING LAND, CLEARING OBSTRUCTIONS, DEEPENING, WIDENING, RESHAPING, STRAIGHTENING, TILING, SEEDING, CONTROLLING EROSION, AND OTHERWISE IMPROVING THE SAME, TOGETHER WITH ALL NECESSARY APPURTENANCES THERETO.

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

WHEREAS, this Board has previously, by Resolution No. 10-460 adopted on April 12, 2010 (the "*Resolution of Necessity*"), declared the necessity of the improvements described therein and determined to proceed with the Improvement defined in Section 2; and

WHEREAS, this Board has requested that the County Auditor, as fiscal officer of this County, certify the estimated life or period of usefulness of the Improvement described in Section 2 and the maximum maturity of the Bonds described in Section 2; and

WHEREAS, the County Auditor has certified to this Board that the estimated life or period of usefulness of the Improvement described in Section 2 is at least five (5) years and that the maximum maturity of the Bonds to be issued for the purpose described in Section 2 is eight (8) years;

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

Section 1. Definitions and Interpretation. In addition to the words and terms elsewhere defined in this Resolution, unless the context or use clearly indicates another or different meaning or intent:

"*Authorized Denominations*" means the denominations set forth in the Certificate of Award.

"*Bond proceedings*" means, collectively, this Resolution, the Certificate of Award and such other proceedings of the County, including the Bonds, that provide collectively for, among other things, the rights of holders of the Bonds.

"*Bond Register*" means all books and records necessary for the registration, exchange and transfer of Bonds as provided in Section 5.

"*Bond Registrar*" means the County Auditor or the Original Purchaser, as designated by the County Administrator in the Certificate of Award and determined to be in the best financial interest of the County, as the initial authenticating agent, bond registrar, transfer agent and paying agent for the Bonds and until appointment of a successor Bond Registrar and, thereafter, "*Bond Registrar*" shall mean the successor Bond Registrar.

"*Certificate of Award*" means the certificate authorized by Section 6, to be executed by the County Administrator, setting forth and determining those terms or other matters pertaining to the Bonds and their issuance, sale and delivery as this Resolution requires or authorizes to be set forth or determined therein.

"*Clerk*" means the Clerk of the Board of County Commissioners.

"*Closing Date*" means the date of physical delivery of, and payment of the purchase price for, the Bonds.

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“Code” means the Internal Revenue Code of 1986, the Regulations (whether temporary or final) under that Code or the statutory predecessor of that Code, and any amendments of, or successor provisions to, the foregoing and any official rulings, announcements, notices, procedures and judicial determinations regarding any of the foregoing, all as and to the extent applicable. Unless otherwise indicated, reference to a Section of the Code includes any applicable successor section or provision and such applicable Regulations, rulings, announcements, notices, procedures and determinations pertinent to that Section.

“County” means the County of Delaware, Ohio.

“County Administrator” means the County Administrator of the County.

“County Auditor” means the County Auditor of the County.

“Interest Payment Dates” means June 1 and December 1 of each year that the Bonds are outstanding, commencing on the date specified in the Certificate of Award.

“Original Purchaser” means the purchaser of the Bonds designated in the Certificate of Award.

“Principal Payment Dates” means December 1 in each of the years from and including 2012 to and including 2019.

“Regulations” means Treasury Regulations issued pursuant to the Code or to the statutory predecessor of the Code.

The captions and headings in this Resolution are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Resolution unless otherwise indicated.

Section 2. Authorized Principal Amount and Purpose; Application of Proceeds. This Board determines that it is necessary and in the best interest of the County to issue bonds of this County in the maximum principal amount of \$16,000 (the “Bonds”) for the purpose of paying the property owners’ portion, in anticipation of the collection of special assessments, of the cost of constructing the O’Brien #440 Watershed Ditch between certain termini by acquiring land, clearing obstructions, deepening, widening, reshaping, straightening, tiling, seeding, controlling erosion, and otherwise improving the same, together with all necessary appurtenances thereto (the “Improvement”), all as provided for in the Resolution of Necessity. The Bonds shall be issued pursuant to Chapter 133 of the Ohio Revised Code, this Resolution and the Certificate of Award.

The aggregate principal amount of Bonds to be issued shall not exceed the maximum principal amount authorized in this Section 2 and shall be an amount determined by the County Administrator in the Certificate of Award to be the aggregate principal amount of Bonds that is required to be issued at this time for the purpose stated in this Section 2, taking into account the costs of the Improvement, the estimated financing costs and the interest rates on the Bonds.

The proceeds from the sale of the Bonds, except any premium and accrued interest, shall be paid into the proper fund or funds, and those proceeds are appropriated and shall be used for the purpose for which the Bonds are being issued. Any portion of those proceeds representing premium or accrued interest shall be paid into the Bond Retirement Fund.

Section 3. Denominations; Dating; Principal and Interest Payment and Redemption Provisions. The Bonds shall be issued in one lot and only as fully registered bonds, in the Authorized Denominations, but in no case as to a particular maturity date exceeding the principal amount maturing on that date. The Bonds shall be dated as provided in the Certificate of Award, provided that their dated date shall not be more than sixty (60) days prior to the Closing Date. If requested by the Original Purchaser, the County Administrator is hereby authorized to prepare one bond representing the aggregate principal amount of Bonds maturing on all of the Principal Payment Dates, all as set forth in the Certificate of Award.

(a) Interest Rates and Payment Dates. The Bonds shall bear the rate or rates of interest per year and computed on the basis as shall be determined by the County Administrator, subject to subsection (c) of this Section, in the Certificate of Award. Interest on the Bonds shall be payable at such rate or rates on the Interest Payment Dates until the principal amount has been paid or provided for. The Bonds shall bear interest from the most recent date to which interest has been paid or provided for or, if no interest has been paid or provided for, from their date.

(b) Principal Payment Schedule. The Bonds shall mature on the Principal Payment Dates in principal amounts as shall be determined by the County Administrator, subject to subsection (c) of this Section, in the Certificate of Award, which determination shall be in the best interest of and financially advantageous to the County.

(c) Conditions for Establishment of Interest Rates and Principal Payment Dates and Amounts. The rate or rates of interest per year to be borne by the Bonds, and the principal amount of Bonds maturing on each Principal Payment Date, shall be such that the total principal and interest payments on the Bonds in any fiscal year in which principal is payable is not more than three times the amount of those payments in any other fiscal year. The net interest rate per year for the Bonds determined by taking into account the respective principal amounts of the Bonds and terms to maturity of those principal amounts of Bonds shall not exceed 5.00% per year.

(d) Payment of Debt Charges. The debt charges on the Bonds shall be payable in lawful money of the United States of America without deduction for the services of the Bond Registrar as paying agent. Principal of the Bonds shall be

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payable when due upon presentation and surrender of the Bonds at the main office of the Bond Registrar; *provided, however*, to the extent that the Bonds are represented by a single bond as permitted by this Section 3, principal of the Bonds shall be payable when due upon presentation and proper endorsement by the Bond Registrar on the Bond, and in the case of the final principal payment due hereunder, surrender of the Bond at the main office of the Bond Registrar. Interest on a Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond was registered, and to that person's address appearing, on the Bond Register at the close of business on the 15th day of the calendar month next preceding that Interest Payment Date.

(e) Redemption Provisions. The Bonds may be redeemed in whole or in part at any time without premium. Notice of redemption, identifying the Bonds or portions thereof to be called, shall be mailed by certified mail to the Registered Holders thereof not less than thirty (30) days prior to the date of redemption. Notice having been mailed in the manner provided in the preceding sentence hereof, the Bonds and portions thereof called for redemption shall become due and payable on the redemption date, and upon presentation and surrender thereof at the place or places specified in that notice, shall be paid at the redemption price, plus accrued interest to the redemption date. If moneys for the redemption of all of the Bonds and portions thereof to be redeemed, together with accrued interest thereon to the redemption date, are held by the Bond Registrar on the redemption date, so as to be available therefor on that date and, if notice of redemption has been deposited in the mail as aforesaid, then from and after the redemption date those Bonds and portions thereof called for redemption shall cease to bear interest and no longer shall be considered to be outstanding. If those moneys shall not be so available on the redemption date, or that notice shall not have been deposited in the mail as aforesaid, those Bonds and portions thereof shall continue to bear interest, until they are paid, at the same rate as they would have borne had they not been called for redemption.

Section 4. Execution and Authentication of Bonds; Appointment of Bond Registrar. The Bonds shall be signed by at least two members of the Board of County Commissioners and the County Auditor, in the name of the County and in their official capacities, *provided* that any or all of those signatures may be a facsimile. The Bonds shall be issued in the Authorized Denominations and numbers as requested by the Original Purchaser and approved by the County Administrator, shall be numbered as determined by the County Administrator in order to distinguish each Bond from any other Bond and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to this Resolution.

The County Administrator is hereby authorized to designate in the Certificate of Award the County Auditor or a bank or trust company authorized to do business in the State of Ohio to act as the initial Bond Registrar.

No Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under the Bond proceedings unless and until the certificate of authentication printed on the Bond is signed by the Bond Registrar as authenticating agent. Authentication by the Bond Registrar shall be conclusive evidence that the Bond so authenticated has been duly issued, signed and delivered under, and is entitled to the security and benefit of, the Bond proceedings. The certificate of authentication may be signed by any authorized officer or employee of the Bond Registrar or by any other person acting as an agent of the Bond Registrar and approved by the County Auditor on behalf of the County. The same person need not sign the certificate of authentication on all of the Bonds.

Section 5. Registration; Transfer and Exchange.

(a) Bond Register. So long as any of the Bonds remain outstanding, the County will cause the Bond Registrar to maintain and keep the Bond Register at its main office. Subject to the provisions of Section 3(d), the person in whose name a Bond is registered on the Bond Register shall be regarded as the absolute owner of that Bond for all purposes of the Bond proceedings. Payment of or on account of the debt charges on any Bond shall be made only to or upon the order of that person; neither the County nor the Bond Registrar shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the County's liability upon the Bond, including interest, to the extent of the amount or amounts so paid.

(b) Transfer and Exchange. Any Bond may be exchanged for Bonds of any Authorized Denomination upon presentation and surrender at the main office of the Bond Registrar, together with a request for exchange signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. A Bond may be transferred only on the Bond Register upon presentation and surrender of the Bond at the main office of the Bond Registrar together with an assignment signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. Upon exchange or transfer the Bond Registrar shall complete, authenticate and deliver a new Bond or Bonds of any Authorized Denomination or Denominations requested by the owner equal in the aggregate to the unmaturing principal amount of the Bond surrendered and bearing interest at the same rate and maturing on the same date.

If manual signatures on behalf of the County are required, the Bond Registrar shall undertake the exchange or transfer of Bonds only after the new Bonds are signed by the authorized officers of the County. In all cases of Bonds exchanged or transferred, the County shall sign and the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of the Bond proceedings. The exchange or transfer shall be without charge to the owner, except that the County and Bond Registrar may make a charge sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to the exchange or transfer. The County or the Bond Registrar may require that those charges, if any, be paid before the procedure is begun for the exchange or transfer. All Bonds issued and authenticated upon any exchange or transfer shall be valid obligations of the County, evidencing the same debt, and entitled to the same security and benefit under the Bond proceedings as the Bonds surrendered upon that exchange or transfer. Neither the County nor the Bond Registrar shall be required to make any exchange or transfer of (i) Bonds then subject to call for redemption between the 15th day preceding the mailing of notice of Bonds to be redeemed and the date of that mailing, or (ii) any Bond selected for redemption, in whole or in part.

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Section 6. Sale of the Bonds to the Original Purchaser. The Bonds shall be sold at private sale to the Original Purchaser at a purchase price, not less than 100% of the aggregate principal amount thereof, as shall be determined by the County Administrator in the Certificate of Award, plus accrued interest on the Bonds from their date to the Closing Date, and shall be awarded by the County Administrator with and upon such other terms as are required or authorized by this Resolution to be specified in the Certificate of Award, in accordance with law and the provisions of this Resolution. The County Administrator is authorized, if it is determined to be in the best interest of the County, to combine the issue of Bonds with one or more other bond issues of the County into a consolidated bond issue pursuant to Section 133.30(B) of the Ohio Revised Code in which case a single Certificate of Award may be utilized for the consolidated bond issue if appropriate and consistent with the terms of this Resolution.

The County Administrator shall sign and deliver the Certificate of Award and shall cause the Bonds to be prepared and signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Bonds, to the Original Purchaser upon payment of the purchase price.

The County Commissioners, or any of them, the County Auditor, the County Prosecutor, the County Treasurer, the County Administrator, the Clerk and other County officials, as appropriate, each are authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Resolution.

Section 7. Provisions for Tax Levy. There shall be levied on all the taxable property in the County, in addition to all other taxes, a direct tax annually during the period the Bonds are outstanding in an amount sufficient to pay the debt charges on the Bonds when due, which tax shall not be less than the interest and sinking fund tax required by Section 11 of Article XII of the Ohio Constitution. The tax shall be within the ten-mill limitation imposed by law, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Bonds when and as the same fall due.

All special assessments collected for the Improvement described in Section 2 and any unexpended balance remaining in the improvement fund after the cost and expenses of the Improvement have been paid shall be used for the payment of the debt charges on the Bonds until paid in full. In each year to the extent the income from the levy of the special assessments for the improvement is available for the payment of the debt charges on the Bonds and is appropriated for that purpose, the amount of the tax shall be reduced by the amount of the income so available and appropriated.

Nothing in the preceding paragraph in any way diminishes the irrevocable pledge of the full faith and credit and general property taxing power of the County to the prompt payment of the debt charges on the Bonds.

Section 8. Federal Tax Considerations. The County covenants that it will use, and will restrict the use and investment of, the proceeds of the Bonds in such manner and to such extent as may be necessary so that (a) the Bonds will not (i) constitute private activity bonds or arbitrage bonds under Sections 141 or 148 of the Code or (ii) be treated other than as bonds the interest on which is excluded from gross income under Section 103 of the Code, and (b) the interest on the Bonds will not be an item of tax preference under Section 57 of the Code.

The County further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Bonds to be and remain excluded from gross income for federal income tax purposes, (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Bonds to the governmental purpose of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports and (v) refrain from certain uses of those proceeds, and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The County Auditor, as the fiscal officer of this County, or any other officer of the County having responsibility for issuance of the Bonds is hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of the County with respect to the Bonds as the County is permitted to or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Bonds or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties with respect to the Bonds, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments with respect to the Bonds, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the County, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Bonds, and (c) to give one or more appropriate certificates of the County, for inclusion in the transcript of proceedings for the Bonds, setting forth the reasonable expectations of the County regarding the amount and use of all the proceeds of the Bonds, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Bonds. The County Auditor or any other officer of the County having responsibility for issuance of the Bonds is specifically authorized to designate the Bonds as "qualified tax-exempt obligations" if such designation is applicable and

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desirable, and to make any related necessary representations and covenants.

Section 9. Bond Counsel. The legal services of the law firm of Squire, Sanders & Dempsey (US) LLP are hereby retained. Those legal services shall be in the nature of legal advice and recommendations as to the documents and the proceedings in connection with the authorization, sale and issuance of the Bonds and rendering at delivery related legal opinions. In providing those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of this County in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, any county or municipal corporation or of this County, or the execution of public trusts. For those legal services that firm shall be paid just and reasonable compensation and shall be reimbursed for actual out-of-pocket expenses incurred in providing those legal services. The County Auditor is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm.

Section 10. Certification and Delivery of Resolution and Certificate of Award. The Clerk is directed to promptly deliver a certified copy of this Resolution and a copy of the Certificate of Award to the County Auditor.

Section 11. Satisfaction of Conditions for Bond Issuance. This Board determines that all acts and conditions necessary to be done or performed by the County or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the County have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 7) of the County are pledged for the timely payment of the debt charges on the Bonds; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds.

Section 12. Compliance with Open Meeting Requirements. This Board finds and determines that all formal actions of this Board and any of its committees concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board or its committees and that all deliberations of this Board and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law, including Section 121.22 of the Ohio Revised Code.

Section 13. Effective Date. This Resolution shall be in full force and effect immediately upon its adoption.

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

RESOLUTION NO. 11-798

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS AND SUPPLEMENTAL APPROPRIATIONS FOR EMERGENCY MEDICAL SERVICES AND LANDS AND BUILDINGS:

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

Supplemental Appropriation		
10011303-5301	Emergency Medical Services/Professional Services	\$ 90,000.00
10011105-5201	Lands & Buildings/General Supplies	\$ 40,000.00
10011106-5228	Service Center/Vehicle Maint & Supplies	\$ 210,000.00
Transfer of Appropriation		
From	To	
10011303-5450	10011303-5301	
EMS/Machinery & Equipment	EMS/Professional Services	\$ 50,823.79

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

RESOLUTION NO. 11-799

DELAWARE COUNTY BOARD OF COMMISSIONERS RESOLUTION FOR THE OHIO FALLEN HEROES MEMORIAL SIGNAGE:

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

Whereas, currently the Ohio Fallen Heroes Memorial in Sunbury, Ohio stands as a constant reminder to all of the sacrifices made since the start of the Global War on Terror;

Whereas, the State of Ohio officially recognized The Ohio Fallen Heroes Memorial with Legislative Resolution 30 in 2005;

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Whereas, the Ohio Fallen Heroes Memorial is the only state-recognized memorial in the country dedicated to those lost fighting the Global War on Terror since 9/11;

Whereas, the Ohio Fallen Heroes Memorial is located less than four miles from the I-71 and 36/37 interchange;

Whereas, the Delaware County Board of Commissioners affirms its appreciation for those who have paid the ultimate sacrifice;

BE IT RESOLVED BY THE DELAWARE COUNTY BOARD OF COMMISSIONERS:

Section 1. That the Delaware County Commissioners joins the Ohio Fallen Heroes Memorial Committee in requesting that ODOT install Brown Directional Signs for the Ohio Fallen Heroes Memorial (OFHM); one northbound and one southbound approaching the State Route 36/37 - Delaware/Sunbury Exit on I71 in Delaware County/ODOT District 6.

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

COMMISSIONERS' COMMITTEES REPORTS

Commissioner O'Brien

-Attended And Participated In The Central Ohio Youth Center Meeting On Tuesday

Commissioner Thompson

-Attended And Participated In A Community Action Organizational Meeting

Commissioner Stapleton

-Elected Officials Lunch Later Today

RESOLUTION NO. 11-800

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT, EMPLOYMENT, DISMISSAL, DISCIPLINE, PROMOTION, DEMOTION OR COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; FOR PENDING OR IMMINENT LITIGATION AND TO CONSIDER THE PURCHASE OR SALE OF PROPERTY FOR PUBLIC PURPOSES; AND FOR COLLECTIVE BARGAINING:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to adjourn into Executive Session at 10:25AM.

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

RESOLUTION NO. 11-801

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to adjourn out of Executive Session at 12:00PM.

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

There being no further business, the meeting adjourned.

Ken O'Brien

Dennis Stapleton

Tommy Thompson

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Jennifer Walraven, Clerk to the Commissioners