

COMMISSIONERS JOURNAL NO. 59 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 10, 2013

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

Present:  
Ken O'Brien, President  
Dennis Stapleton, Vice President  
Gary Merrell, Commissioner

RESOLUTION NO. 13-594

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 6, 2013:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on June 6, 2013; and

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

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

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

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 13-595

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0607:

It was moved by Mr. Merrell, seconded by Mr. Stapleton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0607, and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b>			
Mays Consulting	Alum Creek Roofing	66611904-5301	\$ 21,500.00
Frost Brown and Todd	Legal Services Enviro. Services	66211905-5361	\$ 15,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Line Account</u>	<u>Amount</u>
<b>PROPERTY AND INSURANCE- SERVICES AND CHARGES</b>				
R1304290	COUNTY RISK SHARING AUTHORITY	BIRKO CLAIM	60111901-5370	31,191.90
<b>PERMANENT IMPROVEMENT -ENVIRONMENTAL SERVICES</b>				
R1304291	ROTORK CONTROLS INC	NEW ROTORK ACTUATORS FOR CLARIFIERS AT ALUM CREEK	66211904-5428	\$14,086.00

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

RESOLUTION NO. 13-596

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Economic Development Department is requesting that Gus Comstock attend an International Economic Council Annual Conference in Philadelphia, Pennsylvania from October 5-9, 2013 at the cost of \$2,517.00 (fund number 21011113).

Vote on Motion Mr. O'Brien Abstain Mr. Merrell Aye Mr. Stapleton Aye

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RESOLUTION NO. 13-597

IN THE MATTER OF ACCEPTING AND APPROVING THE DELAWARE COUNTY SHERIFF'S  
OFFICE TRANSPORT REPORT FOR THE MONTH OF MAY 2013:

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

WHEREAS, section 325.07 of the Revised Code requires the County Sheriff to submit monthly expense reports to the Board of County Commissioners; and

WHEREAS, the Delaware County Sheriff has submitted a monthly report for May 2013;

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

Section 1. The Board hereby accepts and approves the Delaware County Sheriff's Office Transport Report for the month of May 2013.

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

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

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

RESOLUTION NO. 13-598

IN THE MATTER OF APPROVING A MENTAL HEALTH EMERGENCY SECURITY AND  
TRANSPORT SERVICE AGREEMENT EXTENSION BETWEEN THE BOARD OF  
COMMISSIONERS OF DELAWARE COUNTY; THE SHERIFF OF DELAWARE COUNTY;  
GRADY MEMORIAL HOSPITAL AND THE DELAWARE-MORROW MENTAL HEALTH &  
RECOVERY SERVICES BOARD:

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

Whereas, The Delaware-Morrow Mental Health & Recovery Services Board and Staff recommend approval of the Mental Health Emergency Security And Transport Service Agreement Extension Between The Board Of Commissioners Of Delaware County; The Sheriff Of Delaware County; Grady Memorial Hospital And The Delaware-Morrow Mental Health & Recovery Services Board; and

Whereas, the Sheriff and Office Staff recommend approval of the Mental Health Emergency Security And Transport Service Agreement Extension Between The Board Of Commissioners Of Delaware County; The Sheriff Of Delaware County; Grady Memorial Hospital And The Delaware-Morrow Mental Health & Recovery Services Board;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Mental Health Emergency Security And Transport Service Agreement Extension Between The Board Of Commissioners Of Delaware County; The Sheriff Of Delaware County; Grady Memorial Hospital And The Delaware-Morrow Mental Health & Recovery Services Board.

MENTAL HEALTH  
EMERGENCY SECURITY AND TRANSPORT  
SERVICE AGREEMENT  
EXTENSION  
(7/1/13 through 6/30/14)

This Agreement is entered into by and between the Board of Commissioners of Delaware County, Ohio (hereinafter referred to as "County"), Sheriff of Delaware County, Ohio (hereinafter referred to as "Sheriff"), Grady Memorial Hospital, Delaware, Ohio (hereinafter referred to as "Hospital) and the Delaware-Morrow Mental Health & Recovery Services Board, (hereinafter referred to as "Board").

Recitals

WHEREAS, the parties hereto have previously entered into a mental health emergency security and transport service agreement extending through June 30, 2013 (hereinafter the "Agreement") and the parties desire to further extend the Agreement for an additional year; and

FURTHER WHEREAS, the collective bargaining agreement involving the Sheriff's Deputies will maintain the rates for services of the type contracted through June 30, 2014 at \$34.00 per hour;

NOW THEREFORE, the parties mutually agree that the Mental Health Emergency Security and Transport Service Agreement is hereby extended for an additional one (1) year term commencing July 1, 2013 and ending

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June 30, 2014 upon the same terms, conditions and considerations as in effect on June 30, 2013 and during the renewal term:

1. The Sheriff Deputies performing services under this Agreement shall be paid by the Hospital at the rate of \$34.00 per hour effective July 1, 2013 through June 30, 2014, for a minimum of three (3) hours per assignment;
2. With the \$1.00 per hour fee paid to the Special Duty Coordinator the effective combined rate billed to the Hospital shall be \$35.00 per hour effective July 1, 2013 through June 30, 2014 unless otherwise subsequently adjusted as a result of the Sheriffs Deputies collective bargaining agreement;
3. The Board agrees to fund the compensation paid by the Hospital for the services provided under this Agreement subject to the existing contract maximum;
4. All of the certifications and covenants set forth in the Agreement shall be recertified and reaffirmed as applicable and all other terms and conditions of the Agreement shall remain in full force and effect during the term of this Service Agreement Extension.

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

**RESOLUTION NO. 13-599**

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

It was moved by Mr. Merrell, seconded by Mr. Stapleton 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  
2013-2016 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

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 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 Investigations and Support Services. 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

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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 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 Sheriffs 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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**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:

Big Walnut Local Schools:

Sheriff:  
Sheriff Russell L Martin  
Delaware County Sheriff  
Delaware County Sheriffs Office  
149 North Sandusky Street, 2nd Floor  
Delaware, Ohio 43015

**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 Sheriffs 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 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

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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 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 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 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  
2013-2014 School Year**

**SALARY**

<b>Rate</b>	<b>Hours</b>	<b>SUB-TOTAL</b>	<b>Longevity</b>	<b>TOTAL SALARY</b>
\$30.52	2080	\$63,481.60	\$1,000.00	\$64,481.60

**BENEFITS**

<b>Insurance</b>	<b>OPERS</b>	<b>Workers'</b>	<b>Medicare</b>	<b>TOTAL</b>
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		<b>Comp</b>		<b>BENEFITS</b>
\$18,240.00	\$11,671.17	\$644.82	\$934.98	\$31,490.97
<b>GRAND TOTAL</b>				\$95,972.57

Total to be paid by School: \$47,986.28

Total to be paid by County: \$47,986.29

- The above figures are for a top-paid deputy with ten (10) plus years of service with the Delaware County Sheriff's Office based on 2013 salary rates per contract and current health insurance and Workers' Comp costs.

These figures will be adjusted based upon salary rates awarded in the Delaware County Sheriff's Office Deputy Unit labor contract beginning January 1, 2014. Health insurance and Workers' Comp rates will be adjusted, if necessary.

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 2013-2014 school years this amount will be \$47,986.28 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**

2014-2016

This is to be determined per collective bargaining agreement which expires December 31, 2013.

**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 2013-2014, 2014-2015, and 2015-2016 school year.

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

**RESOLUTION NO. 13-600**

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

It was moved by Mr. Merrell, seconded by Mr. Stapleton 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:

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**Olentangy Local Schools  
Delaware County Sheriff's Office  
School Resource Officer Agreement  
2013-2016 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 Sheriffs 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 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 Investigations and Support Services. 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 five 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 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 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 contractor, the Sheriff and/or his officers, officials, employees, representatives, agents, volunteers and/or servants are not entitled to any of the benefits enjoyed by employees of the Olentangy Local Schools.

Parties Responsible For Their Own Actions:

The Parties, as a governmental entities/political subdivisions, lack authority to indemnify. As such, the Parties, agree to be and shall be responsible for their own actions and/or the actions of their respective board members, officials, officers, employees, agents, representatives, volunteers, and/or servants resulting from the performance



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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.

**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:

Olentangy Local Schools:

Sheriff:  
Russell L Martin  
Delaware County Sheriff  
Delaware County Sheriffs Office  
149 North Sandusky Street, 2nd Floor  
Delaware, Ohio 43015

**School Liaison-** It is recommended that each school assign someone to act as the liaison to the S.R.O. program. Especially in the beginning, this person will be very important to assure acceptance and successful implementation of the program. This person will help coordinate the deputy's presence in the various classrooms to insure maximum utilization of the deputy in an educational role.

**Office Area-** The school will provide office space for the S.R.O. The office will need a desk, chairs, file cabinet, computer and a separate telephone line. The office should be in a highly visible location that has easy access to the students, but still provide privacy when needed.

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

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

**Duties of the S.R.O. -** The primary function of the S.R.O. will be to provide a safe and secure school environment, serve as an educational resource and serve as a liaison between the school and the 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

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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 Sheriffs 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.

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 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.

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S.R.O. Daily Schedule- The S.R.O. will normally work from 0800 until 1600 hours, Monday through Friday. They will mark in and out of service each day using their portable radios. The S.R.O. may adjust their schedule, with approval from their supervisor, in order to accommodate school activities and request. Overtime may also be approved in advance by the S.R.O. supervisor in order to accommodate these activities. S.R.O.'s are permitted to leave the school campus only for official business or for travel between buildings and must leave information with school officials regarding their whereabouts and estimated time of absence. The S.R.O. is to eat their lunch at their assigned/scheduled school of the day. When school is not in session, such as holidays, professional days, snow days and summer break, the S.R.O. will report to the 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  
2013-2014 School Year  
(5 Deputies)**

<b>Rate</b>	<b>Hours</b>	<b>SALARY SUB- TOTAL</b>	<b>Longevity</b>	<b>TOTAL SALARY</b>
\$30.52	2080	\$63,481.60	\$1,000.00	\$64,481.60
		<b>BENEFITS OPERS</b>	<b>Workers' Comp</b>	<b>Medicare</b>
\$18,240.00		\$11,671.17	\$644.82	\$934.98
				<b>TOTAL BENEFITS</b>
				\$31,490.97
<b>GRAND TOTAL</b>				<b>\$95,972.57/2=\$47,986.28</b>

Total to be paid by School: \$239,931.45

Total to be paid by County: \$239,931.45

- The above figures are for a top-paid deputy with ten (10) plus years of service with the Delaware County Sheriff's Office based on 2013 salary rates per contract and current health insurance and Workers' Comp costs.

These figures will be adjusted based upon salary rates awarded in the Delaware County Sheriff's Office Deputy Unit labor contract beginning January 1, 2014. Health insurance and Workers' Comp rates will be adjusted, if necessary.

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 2013-2014 school years this amount will be \$47,986.28 per deputy for a total of 239,931.45 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  
2014-2016**

This is to be determined per collective bargaining agreement which expires December 31, 2013.

**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

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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 2013-2014, 2014-2015, and 2015-2016 school year.

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

**RESOLUTION NO. 13-601**

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

It was moved by Mr. Merrell, seconded by Mr. Stapleton 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  
2013-2016 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

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 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 Sheriffs Office

Officer Assignment and Supervision- S.R.O.'s will fall under the Patrol division. The school resource officers are

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supervised by the Captain of Investigations and Support Services. 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 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 Sheriff's Office administration look to for structure and accountability and should not become static, but rather, should be under constant review. The Buckeye Valley Local Schools agree to provide one half of 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 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

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prescription drugs in any way.

**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:

Buckeye Valley Local Schools:	Sheriff: Russell L Martin Delaware County Sheriff Delaware County Sheriffs Office 149 North Sandusky Street, 2nd Floor Delaware, Ohio 43015
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**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.

**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 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.

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

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

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

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

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

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 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 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  
2013-2014 School Year**

<b>Rate</b>	<b>Hours</b>	<b>SALARY SUB- TOTAL</b>	<b>Longevity</b>	<b>TOTAL SALARY</b>
\$30.52	2080	\$63,481.60	\$1,000.00	\$64,481.60

**BENEFITS**

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<b>Insurance</b>	<b>OPERS</b>	<b>Workers' Comp</b>	<b>Medicare</b>	<b>TOTAL BENEFITS</b>
\$18,240.00	\$11,671.17	\$644.82	\$934.98	\$31,490.97
GRAND TOTAL				<b>\$95,972.57</b>

Total to be paid by School: \$47,986.28

Total to be paid by County: \$47,986.29

- The above figures are for a top-paid deputy with ten (10) plus years of service with the Delaware County Sheriff's Office based on 2013 salary rates per contract and current health insurance and Workers' Comp costs.

•  
These figures will be adjusted based upon salary rates awarded in the Delaware County Sheriff's Office Deputy Unit labor contract beginning January 1, 2014. Health insurance and Workers' Comp rates will be adjusted, if necessary.

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 2013-2014 school years this amount will be \$47,986.28 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**

2014-2016

This is to be determined per collective bargaining agreement which expires December 31, 2013.

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 2013-2014, 2014-2015, and 2015-2016 school year.

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

**RESOLUTION NO. 13-602**

**IN THE MATTER OF APPROVING THE PLAT OF SUBDIVISION FOR SHERMAN LAKES ,  
SECTION 2, RESUBDIVISION OF LOTS 1615-1618 AND PART OF 1619:**

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

Whereas, T&R Land Development Company has submitted the Plat of Subdivision ("Plat") for Sherman Lakes, Section 2, Resubdivision of Lots 1615-1618 and Part of 1619 and requests approval thereof by the Board of Commissioners of Delaware County; and



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Whereas, the Berlin Township Zoning Officer has reviewed said Plat for conformance with Township Zoning Regulations and approved said Plat on May 3, 2013; and

Whereas, the Delaware County Sanitary Engineer has reviewed said Plat for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on May 1, 2013; and

Whereas, the Delaware County Engineer has reviewed said Plat for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on May 6, 2013; and

Whereas, the Delaware County Regional Planning Commission has reviewed said Plat for conformance with Delaware County Subdivision Regulations and approved said Plat on May 30, 2013;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Sherman Lakes, Section 2, Resubdivision of Lots 1615-1618 and Part of 1619

**Sherman Lakes, Section 2, Resubdivision of Lots 1615-1618 and Part of 1619**

Situated In The State Of Ohio, County Of Delaware, Township Of Berlin, Located in Farm Lots 31 & 32, Section 1, Township 4, Range 18, United States Military Lands, Being a re-subdivision of 2.471 acres (5 lots), more or less, all out of "Sherman Lakes Subdivision, Section Two" as recorded in Plat Cabinet 3, Page 239. Said Lots are conveyed to T&R Land Development Company being of record in the Recorder's Office, Delaware County, Ohio. Cost \$15.00

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

**RESOLUTION NO. 13-603**

**IN THE MATTER OF APPROVING THE PLAT OF SUBDIVISION FOR FOURWINDS SECTION 3:**

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

Whereas, MTB Corporation and Dorcy Oil Company have submitted the Plat of Subdivision ("Plat") for Fourwinds Section 3 and requests approval thereof by the Board of Commissioners of Delaware County; and

Whereas, the Berkshire Township Zoning Officer has reviewed said Plat for conformance with Township Zoning Regulations and approved said Plat on May 21, 2013; and

Whereas, Del-Co Water Company has reviewed said plat for conformance to Del-Co Water's regulations and approved said Plat on May 21, 2013; and

Whereas, the Delaware County Sanitary Engineer has reviewed said Plat for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on May 21, 2013; and

Whereas, the Delaware County Engineer has reviewed said Plat for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on May 21, 2013; and

Whereas, the Delaware County Regional Planning Commission has reviewed said Plat for conformance with Delaware County Subdivision Regulations and approved said Plat on May 30, 2013;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Fourwinds Section 3

**Fourwinds Section 3**

Situated In the State of Ohio, County of Delaware, Township of Berkshire, Being Part of Farm Lot 5, West Tier, Quarter Township 2, Township 4, Range 17, United States Military Lands, Being a 1.613 Acre Subdivision, Being 1.613 Acres Out of the Remainder of a 35.717 Acre Tract Conveyed to MTB Corporation (One-Half Interest) in Deed Book 454, Page 507, and Deed Book 464, Page 169, and to Dorcy Oil Company (One-Half Interest) in Deed Book 478, Page 565, All References Being to the Records of the Recorder's Office, Delaware County, Ohio. Cost \$3.00.

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

**RESOLUTION NO. 13-604**

**IN THE MATTER OF ACCEPTING ROADS AND APPROVING RECOMMENDED SPEED LIMITS FOR NORTH ORANGE SECTION 3, PHASE 2, PART B; GLEN OAK SECTION 7, PHASE B AND MEADOWS AT LEWIS CENTER SECTION 1, PHASE B, PART 1:**

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It was moved by Mr. Merrell, seconded by Mr. Stapleton to release bond and accept roads within the following:

**North Orange Section 3, Phase 2, Part B**

Please be advised that The Engineer has reviewed the roadway construction of the roads within the referenced subdivision and find them to be constructed in accordance with the approved plans. Therefore, it is his recommendation that the roadways within the referenced subdivision be accepted into the public system and that the **Orange Township Trustees** be notified of your action.

The roadways to be accepted are as follows:

- An extension of 0.08 mile to **Township Road Number 1352, Quarter Way**
- **Reins Court** to be known as **Township Road Number 1622**

The Engineer also recommends that 25 mile per hour speed limits be established throughout the project.

The Engineer also requests approval to return the Bond being held as maintenance surety to the owner, Bob Webb Park Place, LLC.

**Glen Oak Section 7, Phase B**

Please be advised that The Engineer has reviewed the roadway construction of the road within the referenced subdivision and find it to be constructed in accordance with the approved plans. Therefore, it is his recommendation that the roadway within the referenced subdivision be accepted into the public system and that the **Orange Township Trustees** be notified of your action.

The roadway to be accepted is as follows:

- An extension of 0.20 mile to **Township Road Number 1613, Ivy Street**

The Engineer also recommends that 25 mile per hour speed limits be established throughout the project.

The Engineer also requests approval to return the Letter of Credit being held as maintenance surety to the developer, Dominion Homes.

**Meadows at Lewis Center Section 1, Phase B, Part 1**

Please be advised that The Engineer has reviewed the roadway construction of the roads within the referenced subdivision and find them to be constructed in accordance with the approved plans. Therefore, it is his recommendation that the roadways within the referenced subdivision be accepted into the public system and that the **Orange Township Trustees** be notified of your action.

The roadways to be accepted are as follows:

- An extension of 0.12 mile to **Township Road Number 1616, McCumber Lane**
- **Ludington Drive** to be known as **Township Road Number 1621**

The Engineer also recommends that 25 mile per hour speed limits be established throughout the project.

The Engineer also requests approval to return the Bond being held as maintenance surety to the owner, Jones/Lewis Center LLC.

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

**RESOLUTION NO. 13-605**

**IN THE MATTER OF ESTABLISHING STOP CONDITIONS FOR NORTH ORANGE SECTION 3, PHASE 2, PART B; GLEN OAK SECTION 7, PHASE B AND MEADOWS AT LEWIS CENTER SECTION 1, PHASE B, PART 1:**

It was moved by Mr. Merrell, seconded by Mr. Stapleton to establish stop conditions for the following:

**Stop Conditions – North Orange Section 3, Phase 2, Part B**

It is hereby requested that a stop condition be established at the following roads within the above referenced subdivision:

- On Township Road Number 1622, Reins Court, at its intersection with Township Road Number 1352, Quarter Way

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**Stop Conditions – Glen Oak Section 7, Phase B**

It is hereby requested that a stop condition be established at the following roads within the above referenced subdivision:

- On Township Road Number 1613, Ivy Street, at its intersection with Township Road Number 1417, Blue Holly Drive

**Stop Conditions – Meadows at Lewis Center Section 1, Phase B, Part 1**

It is hereby requested that a stop condition be established at the following roads within the above referenced subdivision:

- On Township Road Number 1616, McCumber Lane, at its intersection with Township Road Number 1621, Ludington Drive

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

**RESOLUTION NO. 13-606**

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

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

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

Now Therefore Be It Resolved, that the following permits are hereby approved by The Board of Delaware County Commissioners:

Permit #	Applicant	Location	Type of Work
U13-025	Columbia Gas of Ohio	Wilson Road	Install gas main
U13-026	American Electric Power	Creek/Centerburg Roads	Rebuild reconductor line
U13-027	Consolidated Electric	Ross Road	Replace poles
U13-028	Consolidated Electric	Ross Road	Replace poles
U13-029	Suburban Natural Gas	Meadows at Lewis Center Section 1B2	Install new gas mains
U13-030	Ohio Edison	David Road	Line extension
U13-031	Consolidated Electric	Lackey Old State Road	Bore road
U13-032	Consolidated Electric	Norton Road	Install fiber aerial cable

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

*addressed later in the meeting*

**RESOLUTION NO. 13-607**

**IN THE MATTER OF DECLARING NECESSITY FOR IMPROVEMENTS TO LEWIS CENTER ROAD, APPROVING A PROJECT AGREEMENT WITH ORANGE TOWNSHIP AND APPROVING A PROFESSIONAL SERVICES CONTRACT WITH KORDA ENGINEERING:**

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

**RESOLUTION NO. 13-608**

**IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND TRANSYSTEMS CORPORATION FOR THE PROJECT KNOWN AS LEWIS CENTER/AFRICA ROAD INTERSECTION RIGHT-OF-WAY ACQUISITION:**

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

Whereas, Section 305.15 of the Revised Code provides that a Board of Commissioners may enter into contracts with any person, firm, partnership, association, or corporation qualified to perform engineering services in the state; and

Whereas the County Engineer recommends approval of a Contract with TranSystems Corporation for the project known as Lewis Center/Africa Road Intersection Right-of-Way Acquisition.

Now, Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the contract with TranSsystems Corporation for Lewis Center/Africa Road Intersection Right-of-Way Acquisition as follows:

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**PROFESSIONAL SERVICES CONTRACT**  
**Lewis Center/Africa Road Intersection Right-of-Way Acquisition**

**Section 1 – Parties to the Agreement**

This Agreement is made and entered into this 10<sup>th</sup> day of June 2013, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and the firm of TranSystems Corporation of Ohio, 1105 Schrock Road, Suite 400, Columbus, Ohio 43229.

**Section 2 – Contract Administrator**

The Delaware County Board of Commissioners hereby designates the Delaware County Engineer as Administrator and agent of the Board for Work performed in accordance with this Agreement. The Administrator shall have general supervision of the Work and authority to order commencement or suspension thereof.

**Section 3 – Scope of Services (Work)**

Consultant agrees to furnish, unto the County, professional services in accordance with the Scope and Price proposal dated May 6, 2013, by this reference hereby made part of this Agreement. Consultant further agrees to perform the Work promptly and in a skillfully competent manner under the direction of the Administrator and in accordance with accepted professional standards.

**Section 4 – Compensation**

Compensation for Work performed under this Agreement shall be in accordance with the Scope and Price Proposal. The Fee shall be a Lump Sum not to exceed Fifty Nine Thousand Three Hundred Dollars and zero cents (**\$59,300.00**) in accordance with allowable costs and fees listed in the Consultant’s aforementioned Price Proposal. Compensation shall constitute full payment for all labor, equipment and materials required to complete the required Work.

**Section 5 – Payment**

Compensation shall be paid periodically, but no more than once per month, and shall be based on the calculated percentage of work performed to date in accordance with the Consultant’s Price Proposal. Invoices shall be submitted to the Administrator by the Consultant on company letterhead clearly listing the word “Invoice” with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Consultant shall promptly submit documentation as needed to substantiate said invoices. The County shall pay invoices within thirty (30) days of receipt.

**Section 6 – Authorization to Proceed, Completion of Work, Delays and Extensions**

The Consultant shall commence Work upon written authorization of the Administrator and shall complete the work in a timely manner. In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the Administrator may grant such an extension provided that all other terms of the Agreement are adhered to.

**Section 7 – Insurance**

- 7.1 **General Liability Coverage:** Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.2 **Automobile Liability Coverage:** Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.3 **Workers’ Compensation Coverage:** Consultant shall maintain workers’ compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.4 **Professional Liability Insurance:** Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the Preliminary Engineering services hereunder plus three (3) years following any additional services provided for Final Engineering, services during construction, or other professional services, providing such insurance is readily available at reasonable prices. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 7.5 **Additional Insureds:** The County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 7.1 and 7.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 7.6 **Proof of Insurance:** Prior to the commencement of any work under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement and properly executed endorsements listing the additional insured required by Subsection 7.5. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.

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**Section 8 – Indemnification**

The Consultant shall indemnify and hold free and harmless the County and its employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Consultant, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

**Section 9 – Suspension or Termination of Agreement**

The County may suspend or terminate this Agreement at any time for the convenience of the County, at which time the County shall provide written notice to the Consultant ordering termination of Work. The Consultant shall immediately suspend or terminate Work, as ordered by the County. In the case of Termination, the Consultant shall submit a final invoice within sixty (60) days of receiving Notice of Termination for Work completed up to the date of termination. The County is not liable for payment for work performed after the date of termination.

**Section 10 – Change in Scope of Work**

In the event that significant changes to the Scope of Services as defined in Section 3 are required during performance of the Work, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall be approved by both parties.

**Section 11 – Ownership of Engineering Documents**

Upon completion or termination of the Agreement, the Consultant shall provide copies, if requested, to the County of all documents or electronic files produced under this Agreement. The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement. This section does not require unauthorized duplication of copyrighted materials.

**Section 12 – Change of Key Consultant Staff**

The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or subconsultants assigned to the Work as contemplated at the time of executing this Agreement.

**Section 13 – Miscellaneous Terms & Conditions**

- 13.1 **Prohibited Interests:** Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year there after shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 13.2 **Independent Contractor:** The Parties acknowledge and agree that contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder.
- 13.3 **Entire Agreement:** This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, 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.
- 13.4 **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.
- 13.5 **Headings:** The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- 13.6 **Waivers:** No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 13.7 **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

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

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

13.9 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

Consultant further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

Consultant certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.

Consultant certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

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

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

**RESOLUTION NO. 13-609**

**IN THE MATTER OF APPROVING A SUBORDINATION AGREEMENT WITH JP MORGAN CHASE BANK FOR THE REFINANCING OF A COMMUNITY DEVELOPMENT BLOCK GRANT 2006 FUNDED HOMEOWNER REHABILITATION:**

It was moved by Mr. Stapleton, seconded by Mr. Merrell to authorize the president to sign the agreement:

WHEREAS, the Delaware County Economic Development Office filed a Third Mortgage lien on November 2, 2006 with the Delaware County Recorder’s Office for \$34,838.00 to secure the county’s investment in the homeowner -occupied rehabilitation of 7 South Grove Street, Ashley; and

WHEREAS, the investment is a forgivable loan that declines at 10% per year after the second year of the rehabilitation to a maximum forgiveness of 80%; the remaining 20%, or \$6967.60, is payable to Delaware County if the property is sold, vacated, transferred, or sold or transferred as part of an estate; and

WHEREAS, JP Morgan Chase Bank, the refinancing agency, requests a subordination to their refinancing loan; and

WHEREAS, the refinancing loan is for \$114,400; the appraised value, from a previous JP Morgan Chase Bank appraisal, is \$115,816; and

WHEREAS, the current value of Delaware County’s loan is: investment in 2006 plus 2 years equals 2008; 2013 minus 2008 equals 5 years or fifty percent of \$34,838 forgiven or \$17,419 remaining on the loan; and

WHEREAS, Delaware County’s current outstanding \$17,417 loan is not protected by positive equity. There is negative \$16,001 in equity if the home would sell at the appraised value:

Appraised Value of Home: \$115,816  
Outstanding DC loan                      \$17,419 (2013 – 2008 = 5 or 50% owed on DC loan)

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Equals	\$98,397
Subordination to	\$114,400 refinancing loan
Equals	-\$16,003; and

WHEREAS, the owners, David and Barbara Knape, request the subordination to obtain the refinancing so their monthly payments can be reduced;

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

Section 1. The Board hereby approves the subordination agreement.

Section 2. The Economic Development Director is hereby directed to forward the agreement to the title agency and ensure the subordination agreement is properly recorded.

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

**RESOLUTION NO. 13-610**

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

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

**Fund Transfers**

<b>From</b>	<b>To</b>	
22311611-5801	22411603-4601	
Workforce Investment Act/Transfers	JFS Workforce/Interfund Revenue	\$ 242,729.09
22511607-5801	22411604-4601	
Children Services/Transfers	JFS Children Services/Interfund Revenue	\$ 571,820.20

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

**RESOLUTION NO. 13-611**

**IN THE MATTER OF APPROVING A MEMORANDUM OF UNDERSTANDING FOR THE WORK INVESTMENT ACT LOCAL AREA 7 ONE STOP OPERATIONS:**

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

Whereas, the Director of Job & Family Services recommends approval of the Memorandum of Understanding for the Work Investment Act Local Area 7 One Stop Operations;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the Memorandum of Understanding for the Work Investment Act Local Area 7 One Stop Operations:

**Memorandum of Understanding  
for  
WIA Local Area 7E/7-8-1, 7-8-2, 7-8-3, 7-8-4  
One-Stop Operations**

**Recitals:**

The purpose of this Memorandum of Understanding (MOU) is to define the roles and responsibilities as mutually agreed by the parties for the operation of the One-Stop Service Delivery System in WIA Local Area 7E (Area) as required under the Workforce Investment Act (WIA).

- A. WIA Section 121(c) requires that each Local Workforce Investment Board (LWIB), with the agreement of the Area's Chief Elected Officials (CEOs), enter into a memorandum of understanding with all the entities that will serve as partners in the One-Stop delivery system that operates in each LWIB's local area.
- B. Title 20 of the Code of Federal Regulations, Part 662.230 (20 CFR 662.230) mandates all entities that are required partners in a local area to enter into a memorandum of understanding with the LWIB in the respective area pursuant to WIA Section 121(c).
- C. WIA Section 121(b)(1) identifies the federal programs and requires that the services and activities under each of those programs must be made available through each local area's One-Stop Delivery System. The entities that receive the federal funds for each of these programs and/or have the responsibility to administer the respective programs in the Area are required partners under WIA Section 121(b)(1).

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- D. WIA Section 121(b)(2) prescribes how entities that provide programs other than those required under WIA Section 121(b)(1)(B) may participate in a local area’s One-Stop delivery system as “additional partners” and provide the services available under their programs through the One-Stop delivery system.
- E. In Part II of the Workforce Investment Act; Final Rules, located in Volume 65 of the Federal Register, page 49312 (65 Fed. Reg. 49312) the DOL finds that the intent of WIA Section 121 is that both required and additional partners are included as parties to the MOU. Therefore, all entities that participate in Area’s One-Stop delivery system as One-Stop partners (Partners), whether required or additional, must be parties to this MOU and must abide by the terms prescribed herein and by all applicable federal, state, and local rules, plans, and policies.
- F. 20 CFR 662.280 clarifies that the requirements of each partner’s authorizing legislation continue to apply under the One-Stop system and that participation in the One-Stop delivery system is in addition to other requirements applicable to each partner’s program under each authorizing law.
- G. The United States Department of Labor (DOL) is the federal agency responsible for the administration of the workforce development programs—including WIA.
- H. The DOL recognizes the Ohio Department of Job & Family Services (ODJFS) as the agency responsible for the administration and oversight of workforce development and employment-related programs in the State of Ohio—including WIA—pursuant to 29 USC 49c. The ODJFS Office of Workforce Development (OWD) fulfills this role on behalf of the agency.

Parties to the Agreement include:

[Area 7 Workforce Investment Board]  
[John Trott, Executive Director, Tony Quatman Chair]

**Required Partners**

Partner Name	Program	Program Authority
Knox County Career Center	Education Training	Adult Education and Literacy (WIA 121(b)(1)(B)(iii)) – WIA Title II
N/A		Community Services Block Grant Employment & Training Programs (42 USC 9901 <i>et seq.</i> )
N/A		Department of Housing and Urban Development (HUD) – Employment and Training Programs (WIA 121(b)(1)(B)(xi))
Central Ohio Technical College	Certificate Programs	Postsecondary Vocational Education – Carl D. Perkins Vocational and Applied Technology Education Act (20 USC 2301)
Ohio Rehabilitation Services	Rehabilitative Services	Rehabilitation Act, Title I, Parts A & B – Rehabilitation Services Commission (29 USC 720)
N/A		Social Security Act – Welfare to Work Programs (42 USC 603(a)(5))
N/A		Older Americans Act Title V – Senior Community Service Employment Program (SCSEP) (42 USC 3056)
Ohio Department of Job and Family Services	Re-employment/Training Services	Trade Act Title II, Chapter 2 – Trade Adjustment Assistance (TAA) (19 USC 2317) and North American Free Trade Agreement (NAFTA) (19 USC 2271)
Ohio Department of Job and Family Services	Unemployment Compensation/Re-employment Services and Programs	Unemployment Insurance (UI) – (5 USC 85) (ORC Chapter 4141)
ODJFS	Provide labor exchange services to employers and job seekers	WIA Title III – Wagner-Peyser Act Programs (29 USC 49)
Opportunity Knox Job and Family Services	Adult and Dislocated Worker Programs	WIA Title I – Adult and Dislocated Worker Programs – (29 USC 2861, 29 USC 2872(b) and (c))
ODJFS/Workforce Development/Vets	Intensive Level Services for Veterans	WIA Title I – Veteran’s Workforce Programs – (29 USC 2913, 29 USC 2919)
N/A		WIA Title I – Job Corps (29 USC 2881-2900, 29 USC 2901)
N/A		WIA Title I – Migrant and Seasonal Farm Worker Programs (29 USC 2912, 29 USC 2919)
N/A		WIA Title I – Native American Programs (29 USC 2911, 29 USC 2919)
Knox County Job and Family Services	WIA Youth Program	WIA Title I – Youth Programs (29 USC 2852(a), 29 USC 2872(a))

**Additional Partners**



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Partner Name	Program	Program Authority
Delaware County JFS Knox County JFS Marion County JFS Morrow County JFS	TANF	42 U.S.C. §602(a)(1)(B)(iii)

**Definitions**

- A. **Administrative Entity:** Entity(ies) designated by the Chief Elected Officials to coordinate and administer WIA activities and services within a local area on the LWIB’s behalf and in accordance with all applicable federal, state, and local rules, policies, plans, and the terms of this MOU.
- B. **Chief Elected Officials:** Identified in WIA Section 101(6) as the chief elected officer of a unit of general local government in a local area or the individuals designated under a local agreement pursuant to WIA Section 117(c). Per Section 6301.01 of the Ohio Revised Code (ORC), chief elected officials can include the boards of county commissioners or the chief elected official of a municipality.
- C. **Core Services:** The services that must be provided at a minimum to eligible individuals through the One-Stop delivery system in each local area. The core services that must be provided as part of the One-Stop delivery system are listed in WIA Section 134(d)(2). The core services that each required partner must provide through the One-Stop delivery system are listed in 20 CFR 662.240.
- D. **Cost Allocation:** Per 66 Fed. Reg. 29639, cost allocation is the measurement of actual costs in relation to the benefit received in order to determine each partner’s fair share of One-Stop operating costs.
- E. **Fair Share:** Per 20 CFR 662.270, it is the portion of One-Stop operating costs allocated to each partner in proportion to the benefits the partner receives from participation in the One-Stop system.
- F. **Fiscal Agent:** An entity appointed by a local area’s Chief Elected Officials in accordance with WIA Section 117(d)(3)(B)(i) to be responsible for the administration and disbursement of WIA and other funds allocated for workforce development activities in the local area. WIA Section 117(d)(3)(b)(i)(II) provides that designation of a fiscal agent does not relieve the Chief Elected Officials from their liability for misspent funds.
- G. **Governor’s Executive Workforce Board (GEWB):** Established by the Ohio Governor under Executive Order 2012-02K to advise the Governor on the development, implementation, and continuous improvement of Ohio’s workforce system, and to overarching WIA-related activities as directed by the Governor.
- H. **In-Kind Contributions:** 66 Fed. Reg. 29639-29640 defines these types of contributions as donations from third parties that are not to be confused with contributions to the One-Stop by partner programs of such things as space, equipment, staff, or other goods and services for which the partner program incurs a cost.
- I. **Intensive Services:** As defined in WIA Section 134 (d)(3), persons who meet the eligibility criteria outlined in subsection (A) will be eligible for these services—which include, but are not limited to—comprehensive and specialized assessments, individual employment plan development, counseling, case management, and short-term prevocational services.
- J. **Local Area:** A geographic region of a state designated by the Governor in accordance with WIA Section 116. ORC 6301.01(A) provides that a local area can be a municipality, a county, a group of two or more counties, or a county/municipality combination.
- K. **Local Workforce Investment Board (“LWIB”):** The board created by the chief elected officials pursuant to WIA Section 117 and ORC 6301.06 with responsibility for the development of the local plan and for oversight of the workforce development activities in the local area per 29 USC 2832(d).
- L. **Additional Partner:** Per WIA 121 (b)(2) and 20 CFR 662.210, an entity that carries out a program not identified as required under WIA that is approved by the LWIB and the Chief Elected Officials to be included as a One-Stop partner in a local area.
- M. **One-Stop Delivery System:** From the definitions found in 20 CFR 662.100 and Section 5101:9-31-18 of the Ohio Administrative Code (OAC), a One-Stop Delivery System is essentially a collaborative effort among public service agencies, non-profit organizations and private entities that administer workforce investment, educational, and other human resource programs to make the variety of services available under those programs more accessible to eligible job seekers and employers.
- N. **One-Stop Operator:** An entity or consortium of entities designated in accordance with WIA Section 121(d) (20 CFR 662.410) to operate a One-Stop site and to perform One-Stop service delivery activities in accordance with all applicable federal, state, and local rules and policies and the terms of this MOU.
- O. **Required Partner:** An entity that carries out one or more of the programs or activities identified under WIA Section 121 (b)(1) and is required under that Section to participate in the One-Stop delivery system and to

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make the core services under its program or activity available through the One-Stop System.

- P. **Resource Sharing:** Per 66 Fed. Reg. 29639, it is the cash and/or resources each partner will contribute to fund its fair share of costs for operation of the One-Stop system. This can include “in-kind” contributions from third parties to partner programs as defined in Section H of this Article.
- Q. **Training Services:** As defined in WIA Section 134(d)(4), persons eligible for intensive services, but who are unable to obtain or retain employment through such services will be eligible for training services—which include, but are not limited to—occupational skills training, on-the-job training, programs that combine workplace training with related instructions, private-sector training programs, skills upgrades, entrepreneurial training, job-readiness training, adult education and literacy activities in combination with a training program, or customized training.
- R. **WIA:** The Workforce Investment Act of 1998 outlines the structure of a national workforce preparation and employment system designed to meet the needs of both employers and individuals.
- S. **WIA Local Plan:** A comprehensive 5-year plan developed by each LWIB that identifies the respective local area’s current and projected workforce investment needs, the One-Stop delivery system, performance standards, and strategies to address the workforce investment needs in consideration of performance standards per WIA Section 118.
- T. **WIA State Plan:** A comprehensive 5-year plan developed by the State that identifies the state’s current and projected workforce investment needs and describes the State’s workforce investment system, the activities and services provided as a part of that system, and the strategies for the performance of those activities and the delivery of those services as required under WIA Section 112.

**Article I: One-Stop System Description**

**A. Overview & General Description**

- 1. All LWIBs are required to establish and operate local One-Stop service delivery systems in accordance with WIA Section 121 and the WIA State Plan and with the WIA Local Plan for their respective Local Areas.
- 2. WIA Section 134(c) lists the services and activities that must be provided through the One-Stop delivery system. WIA Section 117(d)(4) gives the LWIBs the responsibility for oversight of the One-Stop delivery system in each local area and requires the LWIBs to describe the activities and functions of the One-Stop service delivery system and to prescribe the guidelines for carrying out these responsibilities in the Local WIA Plan.
- 3. Area’s One-Stop system consists of [4] One-Stop centers—including:

Location Code	One-Stop Center Name	Address	Counties Served
1	Opportunity Delaware	140 N. Sandusky Street, Delaware, OH 43015	Delaware
2	Opportunity Knox (Level 2)	17604 Coshocton Road Mt. Vernon, OH 43050	Knox
3	Opportunity Marion	622 Leader Street Marion, Ohio 43302	Marion
4	Opportunity Morrow	619 West Marion Road Mt. Gilead, Ohio 43338	Morrow
5	N/A	N/A	N/A

**B. Administrative Structure**

- 1. State Workforce Agency: The Ohio Department of Job & Family Services, Office of Workforce Development, 4020 East 5<sup>th</sup> Avenue, Columbus, Ohio 43219.
- 2. Administrative Entity: [Area 7 Workforce Investment Board, 570 East Leffel Lane, Springfield, Ohio 45505]
- 3. Fiscal Agent: [Area 7 Workforce Investment Board, 570 East Leffel Lane, Springfield, Ohio 45505]
- 4. Chief Elected Officials: [Titles, Business Address—Specify if one has been delegated authority to act on behalf of others for WIA/One-Stop matters].
- 5. One-Stop Operator: [Delaware County Job and Family Services, Knox County Job and Family

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Services, Marion County Job and Family Services, Morrow County Job and Family Services]

**C. Workflow**

A diagram that depicts the One-Stop customer workflow is included Attachment A to this MOU.

**Article II: Agreement Period**

- A. This MOU will be in effect from July 1, 2013, until June 30, 2015, unless an extension is granted per Section B of this Article.
- B. A renewal of this MOU will be executed in order to remain compliant with WIA Section 121(c). In the event that the renewal MOU will not be fully executed and effective on the date this MOU expires, the parties may submit a request to OWD for an extension to this MOU until such time that a renewal MOU is fully executed. Such decision will be at OWD's discretion, will be communicated to all parties in writing, and will require a formal amendment to this MOU.

**Article III: Partner Responsibilities**

- A. 20 CFR 662.230 lists the minimum responsibilities of all required partners under WIA. For consistency, all Partners will assume the responsibilities identified below, unless otherwise specified in this Article.
1. Make the core services provided under the Partner's program available to individuals through the Area's One-Stop delivery system in accordance with Article IV of this MOU.
  2. Participate in cost-sharing activities as described in Article VI of this MOU and use a portion of funds made available to each partner's program—to the extent not inconsistent with the federal law that authorizes each partner program—to:
    - a. Create and maintain the One-Stop delivery system; and
    - b. Provide core services per WIA Section 134(d)(1)(B).
  3. Remain as a party to this MOU throughout the Agreement period identified in Article II in order to participate as a One-Stop partner per WIA Section 121(c).
  4. Participate in the operation of the One-Stop system in accordance with the terms of this MOU and with the requirements of authorizing laws per WIA Section 121(b)(1)(B)
  5. Required Partners must provide representation on the Area's LWIB per WIA Section 117 (b)(2)(A)(vi). Additional partners may participate on the Area's LWIB with the agreement of the Area's LWIB members and Chief Elected Officials. However, when a program is administered by more than one entity in the Area, it is not necessary that every entity provide representation on the LWIB. One entity may provide representation on the LWIB for the program.
- B. In addition to the minimum responsibilities required under WIA as identified in Section A of this Article, Partner responsibilities include:
1. Provide priority of service to veterans and covered spouses for any qualified job training program pursuant to the Jobs for Veterans Act as prescribed in 38 USC 4215.
  2. Compliance with WIA and all federal, state, and local laws, rules, and policies applicable to parties in their respective roles under this MOU and as consistent with the rules that govern each partner's respective program. Each partner expressly agrees to notify LWIB of any changes to the rules governing its respective program that impact the partner's performance under this MOU. LWIB will communicate the changes to OWD, the One-Stop Operators, and any other affected partners.
  3. Each partner must ensure compliance by its staff members who work in the One-Stop center(s) with One-Stop policies and procedures. Should a conflict exist between the One-Stop's personnel policies and a partner's personnel policies, the partner's policies will prevail.
  4. Use of common practices and procedures; forms and documents; software systems or applications; and other forms of media as agreed to by all parties in the performance of One-Stop services and activities and functions that support the One-Stop service delivery system.

**Article IV: Programs, Services, & Activities**

- A. WIA Section 121(b)(1)(B) identifies the programs, services and related activities that must be provided through the One-Stop Delivery System in each local area. WIA Section 121(c)(2) requires this MOU to include a description of the core services that will be provided through the Area's One-Stop service delivery system and to identify the service delivery method(s) each partner will use to deliver the core services. This MOU will also identify the intensive, training, and employer services that each partner will provide to ensure that all parties' responsibilities are clearly identified herein.

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- B. The One-Stop Services document, which is Attachment B to this MOU, and hereby incorporated, lists and describes the core, intensive, training, and employer services and the array of service delivery methods.
- C. **Required Partner Services:** The table below identifies the services each required partner will provide and the method(s) of service delivery each partner will use. The services are identified by the corresponding numbers listed for each in the One-Stop Services document. The service delivery methods are identified by the codes listed in the One-Stop Services document.

Partner Name	Program Name	Services(Enter Number)				Service Delivery Method by Location Code
		Core	Intensive	Training	Employer	
Delaware JFS	WIA Adult	1-11	1-6	1-7, 9	1-8	1-F/T, T, A, B, P, O-2
Knox JFS		1-11	1-6	1-7, 9	1-8	2-F/T, T, A, B, P, O-4
Marion JFS		1-12	1-6	1-7, 9	1-12	3-F/T, T, A, B, P, O-4.5
Morrow JFS		1-11	1-6	1-7, 9	1-8	4-F/T, T, A, B, P, O-1.5
Delaware JFS	WIA Dislocated	1-11	1-6	1-9	1-8	1-F/T, T, A, B, P, O
Knox JFS		1-11	1-6	1-9	1-8	2-F/T, T, A, B, P, O
Marion JFS		1-12	1-6	1-7, 9	1-12	3-F/T, T, A, B, P, O
Morrow JFS		1-11	1-6	1-7, 9	1-8	4-F/T, T, A, B, P, O
Delaware JFS	WIA Youth	1-6, 8, 11	1-6	1-11	5, 7	1-C, F/T, A, B, P
Knox JFS		1-6, 8-11	1-6	1-11	5, 11	2-C, F/T, T, A, B, P
Marion JFS		1-6, 8-11	1-6	1, 3, 7, 8	5, 11	3-C/Off, F/T, T, A, B, P
Morrow JFS		1-8, 10, 11	1-6	1-5, 7-9	1-7	4-T, A, B, P, O
Ohio Rehabilitation Services Commission	Rehabilitative Services	6-E	N/A	N/A	N/A	1-P/T, T, A, B, P, O-2 2-P/T, T, A, B, P, O-6 3-F/T, T, A, B, P, O-1.2 4-T, A, B, P, O-0
ODJFS	U.I	2-8	1-6	8	1-8	1-F/T, T, A, B, P-1 2-F/T, T, A, B, P-6 3-F/T, T, A, B, P-1.8 4-P/T, T, A, B, P-2
ODJFS	TAA Services	2-11	1-6	1-9	8	1-F/T, T, A, B, P- 2-F/T, T, A, B, P 3-F/T, T, A, B, P 4-P/T, T, A, B, P
ODJFS	Veterans Intensive Level WIA Services	2-5	2, 4, 5	2, 4, 5, 7	4, 6, 7	1-P/T, T, B, P-2 2-P/T, T, B, P-2 3-P/T, T, B, P-6 4-T, B, P-0
Marion Technical College Center for Workforce Development	Education/ Training	1-5, 8, 10	1, 4, 6	1, 3-5	1-7	1-T, A, B, P-0 2-T, A, B, P-0 3-P/T, T, A, B, P-1 4-T, A, B, P-0
Tri-Rivers Center for Adult Education	Post Secondary Vocational Education	1-5, 8, 10	1, 2, 4, 6	1, 3, 5, 7, 9	5	1-N/A 2-T, A, B, P-0 3-P/T, T, A, B, P-1 4-T, A, B, P-0
Central Ohio Technical College	Education/Training	1-5, 8, 10	1, 2, 4, 6	1, 3, 5, 7, 9	5	1-T, A, B, P-0 2-P/T, T, A, B, P-2 3-T, A, B, P-0 4-T, A, B, P-0
Delaware Area Career Center	ABLE	1-3, 5-10, 11	1, 2, 4, 6	1-7, 9	1-7	1-C, FT, T, A, B, P, O-0 2-N/A 3-N/A 4-N/A
Knox County Career Center	ABLE	1-5, 8, 10	1, 2, 4, 6	1, 3, 5, 7, 9	5	1-N/A 2-P/T, T, A, B, P, O-1 3-N/A 4-N/A
Marion Technical College	ABLE	1-5, 8, 10	1, 2, 4, 6	1, 3, 5, 7, 9	5	1-N/A 2-N/A 3-T, A, B, P-0 4-T, A, B, P-0

- D. **Additional Partner Services:** WIA Section 121(b)(2)(B) describes the types of programs that may be included as “additional” programs in the One-Stop Delivery System. The table below identifies the services each additional partner will provide and the method(s) of service delivery each partner will use. The services are identified by the corresponding numbers listed for each in the One-Stop Services document. The service delivery methods are identified by the codes listed in the One-Stop Services document.

Partner Name	Program Name	Services (Enter Number)				Service Delivery Method by Location Code
		Core	Intensive	Training	Employer	
Delaware JFS	TANF	1-11	1-6	1-9	1-11	1-F/T, T, A, B, P, O- .5
Knox JFS		1-11	1-6	1-9	1-11	2-F/T, T, A, B, P, O-7
Marion JFS		1-12	1-6	1-9	1-11	3-F/T, T, A, B, P, O-3
Morrow JFS		1-11	1-6	1-9	1-11	4-F/T, T, A, B, P, O-1
Delaware County Reentry Coalition	Reentry	2-8, 10, 11	1-6	1-9	3, 4, 7	1-PT, A, B, O-0

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Ohio Department of Corrections	Reentry	2-8, 10, 11	1-6	1-9	3, 4, 7	1-PT, A, B, O-0
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E. Per 20 CFR 662.260, access to each partner’s services and activities other than those identified in Section B will be provided as follows:

Partner Name	Program Name	Method of Access to Other Services
Experience Works	Experience Works	T, A, B, P
Marion Technical College	ABLE	T, A, B, P
Department of Housing and Urban Development (HUD)	Housing and Homeless Shelters	T, A, P
Kno-Ho-Co Housing Assistance/Community Action	Housing and Homeless Shelters	T, B
Dayton Job Corps Center	Job Corps	T, A, B, P
ODJFS	Migrant and Seasonal Farm Worker Programs	T, P
Council for Older Adults	Employment, Housing, Supportive, Repair	T, A, B, P, O

**Article V: Method of Referral**

Pursuant to WIA Section 121(c)(2)(A)(iii), the parties agree that the referral of individuals between the One-Stop Operator(s) and the partners’ for the services and activities described in Article IV will be performed using the following methods:

- A. The referral process provides convenience of services to individuals and businesses using the Opportunity Knox Employment Center (OKEC) one-stop center and makes available all Core Services at the system site(s). This process also provides for a continuum of services and follow-up to ensure individual and business needs have been met. All partners agree to follow the OKEC one-stop center referral process outlined in Attachment A via the following documents:
- B. Customer Work Flow: A diagram of the OKEC one-stop center customer work flow and descriptions of referral methods is attached (Attachment A-2: Customer Work Flow Diagram (*local area generated attachment*))
- C. Partner Referrals: Referrals will be tracked using the OKEC common intake/referral form. The form is attached Attachment A-3: Common Intake/Referral Form (*local area generated attachment*)) and the processes of referral are described below.

**Article VI: Funding/Resource Sharing**

- A. **One-Stop Funding/Resource Sharing Requirements:**
  - 1. WIA 121(c)(2)(A)(ii) and 20 CFR 662.270 require that the funding arrangements for services and operating costs of the One-Stop service delivery system must be described in this MOU.
  - 2. The methodologies described herein must be allowable under each partner’s respective program and under all applicable federal and state rules—including the Office of Management and Budget (OMB) Circulars applicable to each partner’s type of organization. Per 66 Fed. Reg. 29638, this MOU must identify:
    - a. The shared One-Stop costs.
    - b. The methodologies that will be used to determine each party’s proportionate “fair” share of those costs
    - c. The methodologies that will be used to allocate each party’s fair share of costs across the cost categories.
    - d. The method(s) each party will use to fund its fair share of costs, which may include cash contributions, contributions of staff time, equipment, and/or other resources, or in-kind contributions from a third party.
- B. **One-Stop Operating Costs:**
  - 1. The shared One-Stop operating costs, the projected cost amounts, and each party’s method of funding its fair share of those costs are identified in the One-Stop Budget Planning and Reconciliation Document, which is included as Attachment C to this MOU and hereby incorporated. The methodologies that will be used to determine each party’s fair share of One-Stop operating costs and to allocate each party’s fair share are as follows:
    - a. Identification of Shared Costs;

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- b. Shared Costs Budget;
- c. Proportionate Share and Cost Allocation;
- d. Resource Sharing (may include cash contributions, contributions of staff time, equipment and other resources; and
- e. Resource Sharing Agreements.

**C. Program Costs/Services:**

- 1. 66 Fed. Reg. 29638, 29645, stipulates that costs allowable under and allocable to more than one partner program may be considered shared costs that are allocated among the eligible partner programs provided that such action is not prohibited by the partner programs' governing statutes. The manner(s) in which the parties agree to address costs chargeable to more than one partner program must be described in this MOU.
- 2. All parties expressly agree to use the following methodologies to determine if a particular cost is chargeable to more than one partner program and to address costs found to be chargeable to more than one partner in accordance with the following:
  - a. Methodology to Determine Shared Service Costs: [Cost of the physical space used for partner services, resource rooms, conference rooms, interview rooms, common areas, and training labs. Lease includes snow removal, refuse pickup and landscaping services]
  - b. Treatment of Costs Chargeable to More than One Partner Program: [Describe]

**D. Budget Tracking:**

- 1. All parties expressly understand and agree that the initial costs listed in the Budget Planning and Reconciliation Document included as Attachment C will be subject to change as actual costs are incurred and paid throughout the effective period of this MOU. 29 CFR 97.20 requires a comparison of actual costs to budgeted costs. Areas will determine actual costs in accordance with local procedures and will submit the actual expenditures to all partners and to OWD for federal reporting purposes on a quarterly basis.
- 2. Updates to the Budget Planning and Reconciliation Document will not require an amendment to this MOU unless such updates reflect an increase in the total budget amount. An amendment for this purpose will be signed by authorized representatives of LWIB and all affected partners. LWIB will ensure that all partners receive a copy of the amendment and revised budget once the amendment is fully executed.
- 3. Any time the Budget Planning and Reconciliation Document is modified, the LWIB must provide all parties with notice of the modification and a copy of the modified Budget Planning and Reconciliation Document. The notice should include a description of the modification, the effective date of the modification, and the reason(s) for the modification.

**Article VII: Termination/Separation**

- A. **MOU Termination:** This MOU will remain in effect until the end date specified in Article II, Section A, unless:
  - 1. All parties mutually agree to terminate this MOU.
  - 2. Funding cuts by one or more federal programs are so substantial that One-Stop operations cannot continue as specified herein and a new MOU must be negotiated.
  - 3. WIA regulations are repealed.
  - 4. Local area designations are changed.
- B. **Partner Separation:** As stated in the Recitals, WIA Section 121(c) and 20 CFR 662.230 mandate the execution of this MOU between the LWIB and partners. However, any single partner may terminate its participation as a party to this MOU upon thirty (30) days written notice to the LWIB. In such an event, the LWIB will provide written notice to all remaining partners and will amend this MOU per Article VIII. The termination of one or more partner's participation as a party will not result in a termination of this MOU unless the number or contribution of the terminating partner(s) is so substantial that it necessitates the negotiation of a new MOU.
- C. **Effect of Termination:** Per WIA Section 121 and 65 Fed. Reg. 49294, 49312, any partner that terminates its role as a party to this MOU is no longer eligible to participate as a partner in the One-Stop system and

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will not be permitted to serve on the LWIB as a One-Stop partner representative.

- D. **Partner Disqualification:** An entity identified as a required partner at the time of execution of this MOU that subsequently loses federal funding or the authority to administer the federal program in the Area and therefore no longer qualifies as a required partner under WIA Section 122(b)(1) must send written notice of the change in status to the LWIB as soon as possible. LWIB will forward the notice to OWD. In such an event, a formal amendment to this MOU per Article VIII will be required. The entity may continue as an additional partner if mutually agreed by the LWIB, chief elected officials, and the remaining partners.

**Article VIII: Amendment**

- A. This MOU may be amended upon mutual agreement of the parties that is not inconsistent with federal, state, or local laws, plans, or policies; or for one or more of the following reasons:
1. The addition or removal of a partner from this MOU.
  2. Removal or addition of program responsibilities for any partner that administers more than one federal program.
  3. An extension of the effective ending date per Article II, Section B.
  4. A change in the One-Stop Operator or Fiscal Agent or a change in the physical location of a One-Stop center.
  5. A change in the services, service delivery methods currently utilized, referral methods, methods to determine fair share, or methods to allocate costs.
- B. All parties agree that amendments for the reasons listed in Paragraphs 1 and 2 of Section A need only be signed by authorized representatives of the LWIB, the Chief Elected Officials, and the affected partner(s). Amendments for the reasons listed in all other Paragraphs of this Article or for any changes that will affect the responsibilities of all parties, require the signatures of all parties. All amendments will involve the following process:
1. The party seeking an amendment will submit a written request to the LWIB that includes:
    - a. The requesting party's name.
    - b. The reason(s) for the amendment request.
    - c. Each Article and Section of this MOU that will require revision.
    - d. The desired date for the amendment to be effective.
    - e. The signature of the requesting party's authorized representative.
  2. If the request is approved, the LWIB will notify the remaining parties of the intent to amend and will provide each remaining party thirty (30) days from the date of the notice (unless another timeframe is specified in the notice) to review the anticipated changes and to submit a response to LWIB. Failure by a party to respond within the prescribed timeframe will be deemed that party's approval of the proposed changes.
  3. In the event that a remaining party has questions and/or concerns regarding the proposed amendment, the party must list its questions and/or concerns in writing and submit the list to LWIB within the specified timeframe.
  4. LWIB will review the listed questions/concerns and will issue a response within fifteen (15) days of receipt of the list. If LWIB deems it necessary, the listed questions/concerns will be sent to all other parties and/or a meeting with all parties will be scheduled to discuss the proposed changes and to achieve consensus on a final amendment draft.
  5. The final, approved amendment draft will be signed by authorized representatives of the affected partners, then submitted to LWIB for the final signature.
  6. LWIB will distribute copies of the fully executed amendment to all parties and to OWD upon execution.
- C. This writing constitutes the entire agreement among the parties with respect to each party's role and responsibility in the Area's One-Stop service delivery system. All parties agree that any amendments to any applicable laws or regulations cited herein will result in the correlative modification of this MOU without necessitating a formal, written amendment.

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- D. All parties agree to communicate details of the amendment to their respective staff members whose responsibilities may be impacted by changes and further agree to ensure that their respective staff members are referencing or utilizing the most current version of the MOU and attachments in the performance of responsibilities under this MOU.
- E. Due to the fact that some partners pay by state Purchase Orders, amendments that will require the signatures of all parties must be executed no later than ninety (90) days prior to the end of the MOU period and amendments that require only the signatures of the LWIB, the Chief Elected Officials, and the affected parties must be executed no later than 45 days from the end of the current State Fiscal Year to allow time for Purchase Order modifications.

**Article IX: Confidentiality**

- A. All parties expressly agree to abide by all applicable federal, state, and local laws regarding confidential information and to adhere to the same standards of confidentiality as State employees—including, but not limited to:
  - 1. 29 USC 2935(a)(4) WIA Reports, Recordkeeping, Investigation.
  - 2. The Privacy Act (5 USC 552a).
  - 3. The Family Educational and Privacy Rights Act (20 USC 1232g), as referenced in WIA Section 136(f)(3).
  - 4. 34 CFR 361.38 Protection, use and release of personal information of Vocational Rehabilitation Services participants.
  - 5. ORC 149.431 Records of governmental or nonprofit organizations receiving governmental funds.
  - 6. ORC 5101.27 Restricting Disclosure of Information Regarding Public Assistance Recipients.
  - 7. ORC 4141.21 and 4141.22 regarding use and disclosure of Unemployment Compensation records.
  - 8. ORC 3304.21 regarding use of information relative to participants of programs administered by the Ohio Rehabilitation Services Commission.
  - 9. ORC 1347.12 regarding disclosure of security breach of computerized personal information data.
  - 10. Sections 5101: 9-22-15 and 5101: 9-22-16 of the Ohio Administrative Code (OAC) regarding release of and access to confidential personal information.
  - 11. OAC 5101-1-1-03 regarding disclosure of recipient information.
  - 12. OAC 4141-43-01 and 4141-43-02 regarding disclosure of Unemployment Compensation information.
  - 13. OAC 3304-2-63 regarding use of information relative to participants of Ohio's Vocational Rehabilitation Programs.
- B. Each party will ensure that the collection and use of any information, systems, or records that contain personal identifying data will be limited to purposes that support the programs and activities described in this MOU as part of the One-Stop service delivery system.
- C. Each party will ensure that access to software systems and files under its control that contain personal identifying information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities provided as part of the One-Stop service delivery system and who must access the information to perform those responsibilities. Each party expressly agrees to take measures to ensure that no personal identifying information is accessible by unauthorized individuals.
- D. Each party will maintain a current list of staff members who are authorized to access personal confidential information and will identify the types of data and data sources that the authorized staff members will access. Partners will submit a copy of the list to the individual responsible for maintaining confidential records on behalf of the Local Area.

**Article X: Impasse—Dispute Resolution**

- A. For purposes of this MOU and for One-Stop-related issues, each party expressly agrees to participate in good faith negotiations to reach a consensus in accordance with 20 CFR 662.310(b). However, should a dispute arise among any parties to this MOU in negotiations to amend or renew this MOU or in matters pertinent to local One-Stop operations or activities not addressed in this MOU, all parties agree to utilize the process cited below. Negotiations to resolve impasses that involve state-level partners must include the participation of the applicable state agency's director or designee. All parties agree to enlist the following process for the resolution of disputes:
  - 1. In the event that an impasse should arise between the partner(s) and/or the DKMM WIB regarding terms and conditions, the performance, or administration of this MOU, the following procedure will be



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initiated:

- (a) A written document detailing the impasse will be submitted to the Knox CDJFS. The Knox CDJFS will attempt to resolve the issue. The DKMM WIB and the partner(s) should document the negotiations and efforts that have taken place to resolve this issue.
  - (b) If the impasse is not resolved, the Executive Committee of the (*local area*) WIB will appoint a special committee to review and attempt resolution of the impasse.
  - (c) In the event an agreement cannot be reached, the DKMM WIB Chairperson will meet with the local elected official(s) and/or the partner(s) and/or the Knox CDJFS based on the nature of the impasse to resolve the issue and will make a recommendation within thirty (30) working days of receiving the dispute. The whole process should be completed within ninety (90) days.
  - (d) Impasses involving state level partners will have the participation of their respective executive director/administrator, or their designees, in all resolution activities.
- B. In the event that all reasonable attempts to resolve the impasse at the local level are unsuccessful, the LWIB will report the impasse to OWD, which will intervene with the parties to resolve the disputed issue(s).

**Article XI: Limitation of Liability**

To the extent permitted by law, each party agrees to be responsible for any liability that directly relates to any and all of its own acts or omissions or the acts or omissions of its employees. In no event will any party be liable for any indirect or consequential damages caused by actions or omissions of another party or by the employees of another party.

**Article XII: General Provisions**

The laws and regulations listed in this Article XII are generally applicable to most publically-funded programs administered by ODJFS. The laws and regulations listed herein do not encompass all of the laws and regulations that govern the parties in their respective roles under this MOU. All parties expressly agree to comply with the federal laws and regulations listed below unless the laws and regulations that govern their particular program state otherwise:

- A. **Jobs for Veterans Act.** As stated in Article III B 1, each party agrees to provide priority of service to veterans and covered spouses for any qualified job training program pursuant to 38 USC 2813.
- B. **Americans with Disabilities.** Each party, its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with all statutes and regulations pertaining to The Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.
- C. **Pro-Children Act.** If any One-Stop activities call for services to minors, each party agrees to comply with the Pro-Children Act of 1994 (45 CFR 98.13) that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of eighteen (18).
- D. **Drug-Free Workplace.** Each party, its officers, employees, members, subrecipient(s) and/or any independent contractors (including all field staff) associated with this MOU agree to comply with 29 CFR 94 and all other applicable state and federal laws regarding a drug-free workplace and to make a good faith effort to maintain a drug-free workplace. Each party will make a good faith effort to ensure that none of each party's officers, employees, members, and subrecipient(s) will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.
- E. **Ethics Laws.** Each party certifies that by executing this MOU, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws, which includes the Governor's Executive Order 2011-03K pertaining to ethics. Each party further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or the aforementioned Executive Order.
- F. **Work Programs.** Each party agrees not to discriminate against individuals who have or are participating in any work program administered by any county department of Job and Family Services under ORC Chapters 5101 or 5107.

**Article XIII: Partial Invalidity**

This MOU will be governed, construed, and enforced in accordance with all applicable federal, state, and local laws. Should any portion of this MOU be found unenforceable by operation of statute or by administrative or judicial decision, it is the intention of the parties that the remaining portions of this MOU will not be affected as long as performance remains feasible with the absence of the illegal or unenforceable provision(s).

**Article XIV: Counterpart**

This agreement may be executed in one, or more than one counterpart and each executed counterpart will be considered an original, provided that the counterpart is delivered by facsimile, mail courier or electronic mail, all of which together will constitute one and the same agreement.

(Copy of exhibits available for review at the Commissioners' Office and Job and Family Services Department until no longer of administrative value.)

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

**RESOLUTION NO. 13-612**

**IN THE MATTER OF ACCEPTING THE AWARD OF THE COMMUNITY BASED CORRECTIONS PROGRAM 407 SUBSIDY GRANT FOR ADULT COURT SERVICES:**

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

WHEREAS, the Delaware County Adult Court Services has applied for and been awarded the Community Based Corrections Program 407 Subsidy Grant 2014; and

WHEREAS, the Grant will provide for an Intensive Supervision officer, Non Support Officer and Prison Diversion officer, it also provides support for these areas; and

WHEREAS, a local match is not required for the Grant; and

WHEREAS, Commissioner O'Brien, as President of the Board of County Commissioners (the "Board"), is listed as the designated official for Delaware County for the Grant; and

WHEREAS, the Board desires uninterrupted compliance with the Grant reporting requirements by maintaining Commissioner O'Brien as the designated official;

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

Section 1. The Board hereby accepts the award of the Grant as follows:

Grant #	407
Source:	Ohio Department of rehabilitation and Correction
Grant Period:	July 1, 2013 to June 30, 2014
Federal Grant Amount:	\$165,732.00
Local Match:	<u>0.00</u>
Total Grant Amount:	\$165,732.00

Section 2. The Board hereby authorizes Commissioner O'Brien, as the designated official, to execute reports and administrative documents for the Grant.

Section 3. When reports or administrative documents require execution by the designated official, a copy of the report or documents shall be provided to the Clerk of the Board, along with a copy of this Resolution.

**OHIO DEPARTMENT OF REHABILITATION AND CORRECTION  
SUBSIDY GRANT AGREEMENT FOR  
COMMUNITY-BASED CORRECTIONS PROGRAMS  
407 NON-RESIDENTIAL FELONY**

WHEREAS, the Grantee has made application to the Grantor for funds made available for a Community Correction Act Grant, and has submitted a proposal for the use of these funds, and

WHEREAS, the Grantor is authorized, pursuant to authority in section 5149.30 et seq. of the Ohio Revised Code, to determine and award grants to assist local governments in community- based law enforcement services;

NOW THEREFORE this Grant Agreement is made between the State of Ohio, Department of Rehabilitation and Correction, Division of Parole and Community Services, Bureau of Community Sanctions, (hereinafter referred to as Grantor) and the undersigned representatives of Delaware County Ohio, (hereinafter referred to as Grantee), pursuant to authority in Section 5149.30 et seq. of the Ohio Revised Code.

A. Terms and Conditions:

1) The Grantor awards to the Grantee the sum of \$165,732.00, (the "total grant funds approved") to be paid in four equal quarterly installments of \$41,433.00 for the period beginning with the effective date of this agreement and ending 06/30/2014 to the terms and conditions of this agreement, unless extended or renewed by written agreement of both parties or otherwise terminated as provided herein, but in no event shall this agreement extend beyond 06/30/2014. If the aggregated quarterly installments are less than the total grant funds approved, Grantee may draw upon its cash reserves to cover the deficit. In no event shall the total expenditures for Fiscal Year 2014 ( 07/01/2013 to 06/30/2014 ), including any funds drawn from cash reserves if applicable, exceed the total grant funds approved.

<u>Program Name</u>	<u>Application Identifier</u>	<u>Amount</u>
Electronic Monitoring	EM-App-2014-DelaCPAPD-00170	\$30,000
Intensive Supervision	ISP-App-2014-DelaCPAPD-00171	\$78,316

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Non Support

NS-App-2014-DelaCPAPD-00173

\$57,416

2) This agreement is not effective until the date the Deputy Director of Parole and Community Services of the Department of Rehabilitation and Correction electronically approves this agreement. The effective date will be indicated on the "Community Based Correction Act Program Grant Approval" letter.

3) The amount specified in paragraph A.1 is subject to legislative appropriation of the Grantor's proposed Community NonResidential Programs subsidy (407) budget amount for Fiscal Year 2014 the parties agree that the Grantor may modify the amount in paragraph A.1 if such appropriation is less than the amount proposed to the Legislature by Grantor. The modified amount shall be determined solely by Grantor Officials within their discretion. The Grantee and the Grantor agree to an interim payment of grant funds if an interim budget is adopted pending the final approval of the State of Ohio Fiscal Year 2014 budget. Furthermore, the obligations of the state under this agreement are subject to the determination by the Grantor that sufficient funds have been appropriated by the General Assembly to the Grantor for the purposes of this grant agreement and to the certification of the availability of such funds by the director of budget and management as required by Section 126.07 of the Ohio Revised Code.

4) In the event that the Grantee wishes to terminate the program or its participation in this Agreement, the Grantee may do so upon sending written notice to the Grantor. In such event in compliance with Section 5120:1-5-07 of the Ohio Administrative Code, the Grantee shall refund to the Grantor that amount paid to the Grantee which represents funding for services not yet rendered as determined by a financial audit completed by the Grantor.

5) The Grantee agrees to effect the program as outlined in the proposal submitted by the Grantee, and approved herein by reference. The program's positions, salaries, and fringe benefits shall be as stated in the proposal. The type of expenses, other than salaries of persons who will staff and operate the facility and program for which the state financial assistance can be used are those set out in the proposal. Purchases made with state funds shall be in accordance with county/state/municipal competitive bidding requirements. Any significant program change or reduction requires the prior written approval of the Grantor. In the event of such change or reduction is approved, the Grantor may make appropriate changes in funding.

6) It is agreed that the Bureau of Community Sanctions shall monitor grant activities during the grant period. Changes shall be submitted to and approved by the Bureau of Community Sanctions for the Grantor. The Grantee and the Chief of the Bureau of Community Sanctions will attempt to settle any controversy or a dispute which arises out of or relates to this agreement, or any breach of this agreement. Should this fail, the Grantee can appeal to the Deputy Director of the Division of Parole and Community Services for final resolution. The program's tax identification number is 31-6400065

7) Quarterly payments will be made by the Grantor BY WAY OF ELECTRONIC FUND TRANSFER TO THE DESIGNATED PUBLIC ENTITY. This process will continue until the total grant award has been expended.

8) The Grantee agrees to manage and account for grant funds in accordance with the Grantor's "Community Corrections Act Program Grant Manual." These guidelines are incorporated herein by reference. The Grantee agrees to designate a fiscal agent to act on behalf of the Grantee.

9) The Grantee agrees to provide for services as required by State standards and/or policy and procedure.

10) This agreement may not be assigned or transferred by either party.

11) The Grantee shall remain responsible for all services performed under this Agreement. The Grantee shall comply with all applicable state and federal laws regarding the purchase of goods and services (including personal service contracts).

12) None of the persons who will staff and operate the program, including those who are receiving some or all of their salaries out of funds received by the program as state financial assistance, are employees or to be considered as employees of the Department of Rehabilitation and Correction. Employees who will staff and operate the program are employees of the program.

13) The program will make a reasonable effort to augment the funding received by the state. The program will comply with Section 5149.33 of the Ohio Revised Code wherein it states:

No municipal corporation, county, or group of contiguous counties receiving a subsidy under division (A) of section 5149.31 of the Revised Code shall reduce, by the amount of the subsidy it receives or by a greater or lesser amount, the amount of local, nonfederal funds it expends for corrections, including, but not limited to, the amount of local, nonfederal funds it expends for the operation of the county, multi-county municipal, county, or multi-county-municipal jail or workhouse and for any county or municipal probation department or for any community correction program. Each subsidy shall be used to make corrections expenditures in excess of those corrections expenditures being made from local, nonfederal funds. No subsidy or portion of a subsidy shall be used to make capital improvements. If a recipient violates this section, the Department of Rehabilitation and Correction may discontinue subsidy payments to the recipient.

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14) The Grantee shall adopt and comply with the Prison Rape Elimination Act, National Standards to Prevent, Detect, and Respond to Prison Rape (28 C.F.R. Part 115). The Grantor shall monitor Grantee to ensure such compliance. The Grantor shall ensure that Grantee has been trained on their responsibilities under Grantor's Policy on sexual abuse and sexual harassment prevention, detection and response.

15) The Grantee agrees to comply with the standards for subsidy awards to municipal corporations and counties as set forth in Ohio Administrative Code Section 5120:1-5-06. The Grantee further agrees that the "ISP deviation cap", as the term is used and defined in Ohio Administrative Code Section 5120:1-5-06(C) and (D), shall not exceed ten percent during the term of this agreement.

16) This agreement supersedes any prior Grant Agreement for Community Correction Act Programs executed by the parties, or their authorized representatives. This document represents the sole agreement between the parties.

**B) Program Evaluation:**

1) The Grantee shall maintain statistical records for the period of the grant in the format and frequency as established by the Grantor.

2) The Grantee shall prepare and submit to the Grantor a report comprised of the statistical data pursuant to the Grantor's instructions. The Grantee shall maintain internet access for data transmission into the Grantor's management information systems.

3) The Grantee shall prepare a quarterly financial report to the Grantor. The reports shall be submitted thirty (30) days after the end of each quarter. Pre-Sentence Investigation Grants are required to prepare financial reports semi-annually.

To determine if the local community-based correctional program is achieving its stated goal and objectives, the Grantee agrees to submit intake and TERMINATION DATA for each offender placed into its program to the Grantor. The frequency of submitting these forms will be determined by the Grantor and the Grantee shall make available all necessary records for validation and audit. This section does not apply to Pre-Sentence Investigation Grants.

4) It is agreed that the Grantee shall be provided with the results of the Grantor's review of the intake and TERMINATION DATA at time intervals determined by the Grantor.

5) Failure to comply with Items (B) (1) through (5) of this Grant Agreement may result in delaying subsidy payments to the Grantee.

**C) Compliance:**

1) The Grantee shall cooperate with and provide any additional information as may be required by the Department of Rehabilitation and Correction in carrying out an ongoing evaluation of subsidy funded community-based corrections programs.

2) All expenditures made by the Grantee with funds received as state financial assistance through this grant shall be governed by laws of the State of Ohio.

3) Ohio Ethics: All Contractors who are actively doing business with the State of Ohio or who are seeking to do business with the State of Ohio are responsible to review and comply with all relevant provisions of O.R.C. Sections 102.01 to 102.09, and Governor Kasich's Executive Order 201103K for Ethics.

4) In accordance with Executive Order 2011-03K, Contractor, by signature on this document, certifies: (1) it has reviewed and understands Executive Order 2011-03K (2) has reviewed and understands Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and Executive Order 2011-03K. The Contractor understands that failure to comply with Executive Order 2011-03K is, in itself, grounds for termination of this contract and may result in the loss of other contracts with the state of Ohio up to and including debarment.

5) Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of Ohio ethics laws.

6) All contracts by the Grantee for services must be in writing, contain performance criteria, have itemized service costs, indicate responsibilities of parties' involved, state conditions for termination of the agreement and be approved by the appropriate county officials before their implementation. A copy of such agreement(s) shall be forwarded to the Bureau of Community Sanctions.

7) Failure of the Grantee to comply with the rules of Chapter 5120:1-5 of the Ohio Administrative Code which are applicable under this Grant Agreement, may be cause for the Director of the Department of Rehabilitation and Correction to terminate further funding. Furthermore, the grant amount may be reduced or the Grant Agreement terminated by the Department of Rehabilitation and Correction if:

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a. The quality and extent of the program services furnished by the Grantee has been significantly reduced from the level proposed in the Grant Agreement.

b. There is a financial or audit disclosure involving misuse of state funds.

8) The reason(s) for the intent to terminate or reduce funding shall be given in writing to the Grantee. Said notice will be given sixty (60) days prior to the termination of funding. The Grantee shall have thirty (30) days following the receipt of such notice in which to present a petition for reconsideration to the Director of the Department of Rehabilitation and Correction.

9) The Grantee warrants that it is not subject to an "unresolved" finding for recovery under O.R.C. 9.24. If the warranty is deemed to be false, the contract is void ab initio and the Grantee must immediately repay to the Attorney General any funds paid under this agreement.

D) Program Continuation:

- 1) The Grantor will make reasonable efforts to secure continued funding or expansion of the subsidy program.
- 2) This Agreement shall be governed by the laws of the State of Ohio. It constitutes the entire Agreement between the parties regarding its subject matter. It is subject, however, to modification at any time upon the mutual written notification to the Grantee by the Grantor.
- 3) If any provision in this Agreement is determined by an appropriate court of law to be invalid and unenforceable, the remaining provisions shall continue in full force and effect to the extent possible.
- 4) All existing Grant Agreements are now rendered null and void and are superseded as of the executing of this Grant Agreement.

E) Pre-Sentence Investigation Grants

- 1) The purpose of these grant programs is to provide the Common Pleas Court(s) with funding to hire an employee(s) or contract with an outside agency to conduct Pre-Sentence Investigation reports (PSI) that meet the statutory obligation of ORC code 2951.03. The employee(s) paid for within this grant shall only perform duties related to the completion of these reports.
- 2) All Pre-Sentence Investigation reports completed by the employee(s) or sub-contractor(s) paid within this grant must be emailed within 30 days of the sentencing/ disposition date to the email account provided by the Grantor. The Pre-Sentence Investigation will then be uploaded into the Department of Rehabilitation and Correction PSI portal.
- 3) The employee(s) or sub-contractor(s) paid within this grant must receive training and certification for the Ohio Risk Assessment System and place all offender risk assessment data into the automated ORAS system.
- 4) The PSI writer(s) shall only complete PSI reports for the Common Pleas Court(s) listed in the application.
- 5) The Grantee shall submit an initial budget with this application and prepare a semi-annual financial report. The financial report shall be submitted to the Bureau of Community Sanctions within thirty (30) days after the end of the second (December) and fourth quarter (June) of the fiscal year.

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

**RESOLUTION NO. 13-613**

**IN THE MATTER OF ACCEPTING THE AWARD OF THE COMMUNITY BASED CORRECTIONS PROGRAM 408 NON-RESIDENTIAL MISDEMEANANT FOR ADULT COURT SERVICES:**

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

WHEREAS, the Delaware County Adult Court Services has applied for and been awarded the Community Based Corrections Program 408 Non-Residential Misdemeanant for 2014; and

WHEREAS, the Grant will provide for Pre-Sentence Investigators and Prison Diversion officer, it will also provide funds to support these areas; and

WHEREAS, a local match is not required for the Grant; and

WHEREAS, Commissioner O'Brien, as President of the Board of County Commissioners (the "Board"), is listed as the designated official for Delaware County for the Grant; and

WHEREAS, the Board desires uninterrupted compliance with the Grant reporting requirements by maintaining

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Commissioner O'Brien as the designated official;

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

Section 1. The Board hereby accepts the award of the Grant as follows:

Grant #	408
Source:	Ohio Department of rehabilitation and Correction
Grant Period:	July 1, 2013 to June 30, 2014
Federal Grant Amount:	\$115,000.00
Local Match:	<u>0.00</u>
Total Grant Amount:	\$115,000.00

Section 2. The Board hereby authorizes Commissioner O'Brien, as the designated official, to execute reports and administrative documents for the Grant.

Section 3. When reports or administrative documents require execution by the designated official, a copy of the report or documents shall be provided to the Clerk of the Board, along with a copy of this Resolution.

**OHIO DEPARTMENT OF REHABILITATION AND CORRECTION  
SUBSIDY GRANT AGREEMENT FOR  
COMMUNITY-BASED CORRECTIONS PROGRAMS  
408 NON-RESIDENTIAL MISDEMEANANT**

WHEREAS, the Grantee has made application to the Grantor for funds made available for a Community Correction Act Grant, and has submitted a proposal for the use of these funds, and

WHEREAS, the Grantor is authorized, pursuant to authority in section 5149.30 et seq. of the Ohio Revised Code, to determine and award grants to assist local governments in community- based law enforcement services;

NOW THEREFORE this Grant Agreement is made between the State of Ohio, Department of Rehabilitation and Correction, Division of Parole and Community Services, Bureau of Community Sanctions, (hereinafter referred to as Grantor) and the undersigned representatives of Delaware County Ohio, (hereinafter referred to as Grantee), pursuant to authority in Section 5149.30 et seq. of the Ohio Revised Code.

A. Terms and Conditions:

1) The Grantor awards to the Grantee the sum of \$ 115,000, to be paid in four equal installments of \$ 28,750.00 for the period beginning with the effective date of this agreement and ending 06/30/2014 subject to the terms and conditions of this agreement, unless extended or renewed by written agreement of both parties or otherwise terminated as provided herein, but in no event shall this agreement extend beyond 06/30/2014. Total expenditures for Fiscal Year 2014 (07/01/2013 to 06/30/2014) will not in any case exceed \$115,000

The grant agreement is for the following programs:

<u>Program Name</u>	<u>Application Identifier</u>	<u>Amount</u>
PSI	PSI-App-2014-De1aCPAPD-00177	
Electronic Monitoring	EM-App-2014-De1aCPAPD-00178	

2) This agreement is not effective until the date the Deputy Director of Parole and Community Services of the Department of Rehabilitation and Correction electronically approves this agreement. The effective date will be indicated on the "Community Based Correction Act Program Grant Approval" letter.

3) The amount specified in paragraph A.1 is subject to legislative appropriation of the Grantor's proposed Community Nonresidential Programs subsidy (408) budget amount for Fiscal Year 2014 the parties agree that the Grantor may modify the amount in paragraph A.1 if such appropriation is less than the amount proposed to the Legislature by Grantor. The modified amount shall be determined solely by Grantor Officials within their discretion. The Grantee and the Grantor agree to an interim payment of grant funds if an interim budget is adopted pending the final approval of the State of Ohio Fiscal Year 2014 budget. Furthermore, the obligations of the state under this agreement are subject to the determination by the Grantor that sufficient funds have been appropriated by the General Assembly to the Grantor for the purposes of this grant agreement and to the certification of the availability of such funds by the director of budget and management as required by Section 126.07 of the Ohio Revised Code.

4) In the event that the Grantee wishes to terminate the program or its participation in this Agreement, the Grantee may do so upon sending written notice to the Grantor. In such event in compliance with Section 5120:1-5-07 of the Ohio Administrative Code, the Grantee shall refund to the Grantor that amount paid to the Grantee

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which represents funding for services not yet rendered as determined by a financial audit completed by the Grantor.

- 5) The Grantee agrees to effect the program as outlined in the proposal submitted by the Grantee, and approved herein by reference. The program's positions, salaries, and fringe benefits shall be as stated in the proposal. The type of expenses, other than salaries of persons who will staff and operate the facility and program for which the state financial assistance can be used are those set out in the proposal. Purchases made with state funds shall be in accordance with county/state/municipal competitive bidding requirements. Any significant program change or reduction requires the prior written approval of the Grantor. In the event of such change or reduction is approved, the Grantor may make appropriate changes in funding.
- 6) It is agreed that the Bureau of Community Sanctions shall monitor grant activities during the grant period. Changes shall be submitted to and approved by the Bureau of Community Sanctions for the Grantor. The Grantee and the Chief of the Bureau of Community Sanctions will attempt to settle any controversy or a dispute which arises out of or relates to this agreement, or any breach of this agreement. Should this fail, the Grantee can appeal to the Deputy Director of the Division of Parole and Community Services for final resolution. The program's tax identification number is 31-6400065
- 7) Quarterly payments will be made by the Grantor BY WAY OF ELECTRONIC FUND TRANSFER TO THE DESIGNATED PUBLIC ENTITY. This process will continue until the total grant award has been expended.
- 8) The Grantee agrees to manage and account for grant funds in accordance with the Grantor's "Community Corrections Act Program Grant Manual." These guidelines are incorporated herein by reference. The Grantee agrees to designate a fiscal agent to act on behalf of the Grantee.
- 9) The Grantee agrees to provide for services as required by State standards and/or policy and procedure.
- 10) This agreement may not be assigned or transferred by either party.
- 11) The Grantee shall remain responsible for all services performed under this Agreement. The Grantee shall comply with all applicable state and federal laws regarding the purchase of goods and services (including personal service contracts).
- 12) None of the persons who will staff and operate the program, including those who are receiving some or all of their salaries out of funds received by the program as state financial assistance, are employees or to be considered as employees of the Department of Rehabilitation and Correction. Employees who will staff and operate the program are employees of the program.
- 13) The program will make a reasonable effort to augment the funding received by the state. The program will comply with Section 5149.33 of the Ohio Revised Code wherein it states:

No municipal corporation, county, or group of contiguous counties receiving a subsidy under division (A) of section 5149.31 of the Revised Code shall reduce, by the amount of the subsidy it receives or by a greater or lesser amount, the amount of local, nonfederal funds it expends for corrections, including, but not limited to, the amount of local, nonfederal funds it expends for the operation of the county, multi-county municipal, county, or multi-county-municipal jail or workhouse and for any county or municipal probation department or for any community correction program. Each subsidy shall be used to make corrections expenditures in excess of those corrections expenditures being made from local, nonfederal funds. No subsidy or portion of a subsidy shall be used to make capital improvements. If a recipient violates this section, the Department of Rehabilitation and Correction may discontinue subsidy payments to the recipient.

- 14) This agreement supersedes any prior Grant Agreement for Community Correction Act Programs executed by the parties, or their authorized representatives. This document represents the sole agreement between the parties.

**B) Program Evaluation:**

- 1) The Grantee shall maintain statistical records for the period of the grant in the format and frequency as established by the Grantor.
- 2) The Grantee shall prepare and submit to the Grantor a report comprised of the statistical data pursuant to the Grantor's instructions. The Grantee shall maintain internet access for data transmission into the Grantor's management information systems.
- 3) The Grantee shall prepare a quarterly financial report to the Grantor. The reports shall be submitted thirty (30) days after the end of each quarter. Pre-Sentence Investigation Grants are required to prepare financial reports semi-annually.

To determine if the local community-based correctional program is achieving its stated goal and objectives, the

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Grantee agrees to submit intake and TERMINATION DATA for each offender placed into its program to the Grantor. The frequency of submitting these forms will be determined by the Grantor and the Grantee shall make available all necessary records for validation and audit. This section does not apply to Pre-Sentence Investigation Grants.

4) It is agreed that the Grantee shall be provided with the results of the Grantor's review of the intake and TERMINATION DATA at time intervals determined by the Grantor.

5) Failure to comply with Items (B) (1) through (5) of this Grant Agreement may result in delaying subsidy payments to the Grantee.

C) Compliance:

1) The Grantee shall cooperate with and provide any additional information as may be required by the Department of Rehabilitation and Correction in carrying out an ongoing evaluation of subsidy funded community-based corrections programs.

2) All expenditures made by the Grantee with funds received as state financial assistance through this grant shall be governed by laws of the State of Ohio.

3) Ohio Ethics: All Contractors who are actively doing business with the State of Ohio or who are seeking to do business with the State of Ohio are responsible to review and comply with all relevant provisions of O.R.C. Sections 102.01 to 102.09, and Governor Kasich's Executive Order 201103K for Ethics.

4) In accordance with Executive Order 2011-03K, Contractor, by signature on this document, certifies: (1) it has reviewed and understands Executive Order 2011-03K (2) has reviewed and understands Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and Executive Order 2011-03K. The Contractor understands that failure to comply with Executive Order 2011-03K is, in itself, grounds for termination of this contract and may result in the loss of other contracts with the state of Ohio up to and including debarment.

5) Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of Ohio ethics laws.

6) All contracts by the Grantee for services must be in writing, contain performance criteria, have itemized service costs, indicate responsibilities of parties' involved, state conditions for termination of the agreement and be approved by the appropriate county officials before their implementation. A copy of such agreement(s) shall be forwarded to the Bureau of Community Sanctions.

7) Failure of the Grantee to comply with the rules of Chapter 5120:1-5 of the Ohio Administrative Code which are applicable under this Grant Agreement, may be cause for the Director of the Department of Rehabilitation and Correction to terminate further funding. Furthermore, the grant amount may be reduced or the Grant Agreement terminated by the Department of Rehabilitation and Correction if:

a. The quality and extent of the program services furnished by the Grantee has been significantly reduced from the level proposed in the Grant Agreement.

b. There is a financial or audit disclosure involving misuse of state funds.

8) The reason(s) for the intent to terminate or reduce funding shall be given in writing to the Grantee. Said notice will be given sixty (60) days prior to the termination of funding. The Grantee shall have thirty (30) days following the receipt of such notice in which to present a petition for reconsideration to the Director of the Department of Rehabilitation and Correction.

9) The Grantee warrants that it is not subject to an "unresolved" finding for recovery under O.R.C. 9.24. If the warranty is deemed to be false, the contract is void ab initio and the Grantee must immediately repay to the Attorney General any funds paid under this agreement.

D) Program Continuation:

1) The Grantor will make reasonable efforts to secure continued funding or expansion of the subsidy program.

2) This Agreement shall be governed by the laws of the State of Ohio. It constitutes the entire Agreement between the parties regarding its subject matter. It is subject, however, to modification at any time upon the mutual written notification to the Grantee by the Grantor.

3) If any provision in this Agreement is determined by an appropriate court of law to be invalid and unenforceable, the remaining provisions shall continue in full force and effect to the extent possible.

4) All existing Grant Agreements are now rendered null and void and are superseded as of the executing of



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this Grant Agreement.

E) Pre-Sentence Investigation Grants

- 1) The purpose of these grant programs is to provide the Common Pleas Court(s) with funding to hire an employee(s) or contract with an outside agency to conduct Pre- Sentence Investigation reports (PSI) that meet the statutory obligation of ORC code 2951.03. The employee(s) paid for within this grant shall only perform duties related to the completion of these reports.
- 2) All Pre-Sentence Investigation reports completed by the employee(s) or sub-contractor(s) paid within this grant must be emailed within 30 days of the sentencing/ disposition date to the email account provided by the Grantor. The Pre- Sentence Investigation will then be uploaded into the Department of Rehabilitation and Correction PSI portal.
- 3) The employee(s) or sub-contractor(s) paid within this grant must receive training and certification for the Ohio Risk Assessment System and place all offender risk assessment data into the automated ORAS system.
- 4) The PSI writer(s) shall only complete PSI reports for the Common Pleas Court(s) listed in the application.
- 5) The Grantee shall submit an initial budget with this application and prepare a quarterly financial report. The financial report shall be submitted to the Bureau of Community Sanctions within thirty (30) days after the end of the quarter.

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

**RESOLUTION NO. 13-614**

**IN THE MATTER OF APPROVING A PERMIT FOR USE OF DELAWARE COUNTY FACILITIES:**

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

WHEREAS, The Delaware County Commissioners passed Resolution No. 02-758 on June 10, 2002 adopting a Delaware County Facilities Permit Policy; and

WHEREAS, It is the intent of the policy to allow persons and organizations access to appropriate Delaware County facilities, grounds and meeting places; and

WHEREAS, Each request will only be considered after receipt of a completed Delaware County Facilities Permit Form; and

WHEREAS, The June 10, 2002 policy mandates approval from the Commissioners for use of county facilities by groups of 30 participants or more that have agreed in writing to full compliance with the Permit Policy; and

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

That the Delaware County Board of Commissioners hereby authorizes the use of the Delaware County Former Jail/Law Library building (east entrance) for the Northwest Neighborhood Association Ghost Walk, Saturday, October 19, from 7 to 9 pm, with more than fifty participants.

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

**RESOLUTION NO. 13-615**

**IN THE MATTER OF AUTHORIZING THE USE OF DELAWARE COUNTY COMMISSIONER FUNDS TO ASSIST IN FUNDING THE PURCHASE OF COFFEE, MEALS, REFRESHMENTS, AND OTHER AMENITIES FOR THE 911 DIRECTOR INTERVIEW SESSIONS:**

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

WHEREAS, The Ohio Attorney General Opinion No. 82-006 addresses the issue Expenditure of Public Funds for Proper "Public Purpose", and

WHEREAS, The October 20, 2003, State Auditor's ruling on payment of Expenditures Of Public Funds For Proper "Public Purpose" states that for persons who are employees or non-employees of the County, the Commissioners must pre-approve expenditures for the purchase of coffee, meals, refreshments and other amenities.

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WHEREAS, the on June 12, 2013 staff will be conducting 911 Director Interview Sessions and lunch and refreshments need to be provided;

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

Section 1. That the Delaware County Board of Commissioners hereby authorizes the use of Commissioner funds in an amount not to exceed \$300.00, to assist in funding the purchase of coffee, meals, refreshments and other amenities for the 911 Director Interview Sessions.

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

**RESOLUTION NO. 13-616**

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

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

The Interim Director of Emergency Medical Services recommends the promotion of Samuel Skipworth to a Full-Time Paramedic with the EMS Department; effective June 14, 2013.

Therefore Be It Resolved that the Board of Commissioners accept the promotion of Samuel Skipworth as a Full-Time Paramedic with the EMS Department; effective June 14, 2013.

The Interim Director of Emergency Medical Services recommends the promotion of Carl Berry to a Full-Time Paramedic with the EMS Department; effective June 15, 2013.

Therefore Be It Resolved that the Board of Commissioners accept the promotion of Carl Berry to a Full-Time Paramedic with the EMS Department; effective June 15, 2013.

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

**RESOLUTION NO. 13-617**

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

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

Whereas, the Union County Commissioners have received a recommendation from the Union County Engineer and the Union County Soil and Water Conservation District for continuance of the Ottawa Run Joint County Ditch maintenance assessment at 20%, and

Whereas, the Delaware County Engineer and the Delaware County Soil and Water Conservation District recommend the continuance of the Ottawa Run Joint County Ditch maintenance assessment at 20%;

Therefore Be It Resolved, that the Delaware County Commissioners accept and approve the recommendation of the Union County Commissioners and the Union County Soil and Water Conservation District for the continuance of the Ottawa Run Joint County Ditch maintenance assessment at 20%.

Further Be It Resolved, that the Clerk to the Delaware County Commissioners will send a certified copy of this resolution to the Union County Commissioners.

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

**COMMISSIONERS' COMMITTEES REPORTS**

**No Reports Today**

**Tim Hansley, County Administrator, Reports and Comments**

**No Reports Today**

**RESOLUTION NO. 13-618**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR EMPLOYMENT; COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL AND FOR PENDING OR IMMINENT LITIGATION:**

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It was moved by Mr. Merrell, seconded by Mr. Stapleton to adjourn into Executive Session at 10:25AM.

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

**RESOLUTION NO. 13-619**

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

It was moved by Mr. Merrell, seconded by Mr. O'Brien to adjourn out of Executive Session at 11:55AM.

Vote on Motion Mr. Stapleton Absent\* Mr. Merrell Aye Mr. O'Brien Aye

\*Due to a prior commitment Commissioner Stapleton was not present for the remained of session.

**RESOLUTION NO. 13-620**

**IN THE MATTER OF APPROVING AN AMENDMENT TO PART 2 OF ARTICLE 2 IN PROPOSED RESOLUTION 13-607 (DECLARING NECESSITY FOR IMPROVEMENTS TO LEWIS CENTER ROAD, APPROVING A PROJECT AGREEMENT WITH ORANGE TOWNSHIP AND APPROVING A PROFESSIONAL SERVICES CONTRACT WITH KORDA ENGINEERING):**

It was moved by Mr. Merrell, and seconded by Mr. O'Brien to approve the amendment.

Vote on Motion Mr. Stapleton Absent Mr. Merrell Aye Mr. O'Brien Aye

**RESOLUTION NO. 13-607**

**IN THE MATTER OF DECLARING NECESSITY FOR IMPROVEMENTS TO LEWIS CENTER ROAD, APPROVING (AS AMENDED WITH RESOLUTION NO. 13-620) A PROJECT AGREEMENT WITH ORANGE TOWNSHIP AND APPROVING A PROFESSIONAL SERVICES CONTRACT WITH KORDA ENGINEERING:**

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

Whereas, Section 5555.022 of the Revised Code provides that a Board of County Commissioners may find by a majority vote that the public convenience and welfare require the improving of any part of any public road, may fix the route and termini of the improvement and may authorize such Improvement; and,

Whereas, the County Engineer has determined that Improvements to the intersection of Lewis Center Road (County Road 106) and Bale Kenyon Road (Township Road 107) including turn lanes, a traffic signal or modern roundabout are required for safety and traffic flow reasons; and,

Whereas, the County Engineer has determined that Improvements to the bridge on Lewis Center Road are necessary, including replacement of the deck and/or superstructure to safely support traffic loads; and,

Whereas, the Ohio Department of Transportation will provided up to One Million Two Hundred Thousand Dollars (\$1,200,000) of federal highway Surface Transportation Program (STP) funding toward such Improvements to Lewis Center Road; and,

Whereas, Section 5573.01 of the Revised Code provides that a Board of Township Trustees may construct, reconstruct, resurface or improve a road and may order the County Engineer to make surveys, plans, profiles, cross sections, estimates, and specifications as are required; and,

Whereas, Orange Township intends to Improve Bale Kenyon Road (Township Road 107) by widening the road and constructing a shared use path extending from Orange Road (Township Road 114) to Lewis Center Road; and,

Whereas, the County Engineer has determined that the assistance of a consulting engineer to prepare surveys, plans, profiles, cross sections, estimates and specifications for the Improvement is needed; and,

Whereas, the County Engineer recommends that for the mutual benefit of Delaware County and Orange Township that the two Improvements be undertaken cooperatively and designed concurrently by the same consulting engineer; and,

Whereas, the County Engineer has selected the firm of Korda Engineering of Columbus, Ohio through a qualifications based selection process conforming to Section 153.65 et seq. of the Revised Code and has negotiated a scope of work and fee to perform necessary engineering services for the Improvements;

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners that:

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Section 1: The public convenience and welfare require the Improvement of Lewis Center Road with turn lanes, a traffic signal or modern roundabout at the intersection of Bale Kenyon Road and also the replacement of the deck and/or superstructure of the bridge over Alum Creek, and that the Improvement known as DEL-CR106-(TR107) be initiated for such purpose; and,

Section 2: The Board hereby enters in the following project agreement with Orange Township:

**COOPERATIVE PROJECT AGREEMENT**

**LEWIS CENTER ROAD AND BALE KENYON ROAD IMPROVEMENTS**

This Agreement made and entered into this 10th day of June, 2013 by and between the Delaware County Board of Commissioners ("County"), the Orange Township Board of Trustees ("Township"), and the Delaware County Engineer ("Engineer").

**WITNESSETH:**

WHEREAS, the County, by resolution 13-607, acting under authority of O.R.C. 5555.022, declared the necessity for Improvements to Lewis Center Road at Bale Kenyon Road and ordered the County Engineer to prepare plans, specifications and estimates for said Improvement, hereinafter "Part 1" of the Improvement; and,

WHEREAS, the Township, by resolution 13-\_\_\_\_\_, acting under authority of O.R.C. 5573.01, declared the necessity for Improvements to Bale Kenyon Road (Township Road 107) and ordered the County Engineer to prepare plans, specifications and estimates for said Improvement, hereinafter called "Part 2" of the Improvement; and,

WHEREAS, O.R.C. 9.482 provides that a board of county commissioners may enter into an agreement with a board of trustees of any township, and a township board of trustees may enter into agreements with the board of county commissioners, whereby either board undertakes, and is authorized by the other board, to exercise any power, perform any function, or render any service, on behalf of the other board, that such board may exercise, perform, or render;

NOW, THEREFORE, for and in consideration of the premises and the mutual promises, covenants and obligations hereinafter stated, the parties mutually agree as follows, to wit:

**Article 1 – Purpose**

The County and Township enter into this agreement for the purpose of cooperatively developing the Improvement, defined hereinafter, for the mutual benefit of both parties.

**Article 2 – Scope of Work**

The Improvement shall be separated into Parts, described hereinafter, for the purpose of making the Improvement eligible for outside funding and for the convenience of both parties in undertaking such Improvement.

Part 1 of the Improvement shall include improvements to Lewis Center Road (C.R. 106) extending from the intersection of Bale Kenyon Road (T.R. 107) to the bridge over Alum Creek, including reconstruction or rehabilitation of the bridge.

Part 2 of the Improvement shall include improvements to Bale Kenyon Road (T.R. 107) extending Orange Road (T.R. 114) to approximately Lewis Center Road (C.R. 106) including widening of the road, replacement of two (2) bridges and construction of a shared use path.

The Parties mutually agree that it is in the interest of the public that both Parts of the Improvement be designed concurrently.

**Article 3 – Preliminary Engineering**

If the Engineer determines that on account of the amount of work to be performed, he requires the assistance of additional engineers to prepare the necessary surveys, plans, profiles, cross sections, estimates of cost and specifications for the Improvement, the County shall proceed as stated in O.R.C. 305.15.

The Engineer shall be authorized to select one or more consulting engineers through a qualifications based selection process conforming to O.R.C. 153.65 et. seq. and may negotiate a scope of work and fee to assist with the design of the Improvement, including both Part 1 and Part 2. The County may enter into such contract(s) and, if doing so, shall appoint the Engineer as project manager. All costs for such consulting engineers shall be paid by the County, less any other funding obtained for the Improvement by the County and Township.

The Engineer shall coordinate with the township, including furnishing copies of surveys, plans, profiles, cross sections and related documents during the design to the Township, to make such modifications as are desired by the Township, provided changes as are acceptable to the Engineer and meet the required current standards for roadway design and construction.

**Article 4 – Right of Way Acquisition**

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The Engineer shall act on behalf of the Township and County to select real estate appraisers, negotiators and other real estate professionals and negotiate a scope of work and fee with such persons to assist with the acquisition of necessary property for both Part 1 and Part 2 of the Improvement.

The County may enter into contract with such persons to assist with acquisition of property for Part 1 and shall pay all costs associated with acquisition of property for Part 1.

The Township may enter into contract with such persons to assist with acquisition of property for Part 2 and shall pay all costs associated with acquisition of property for Part 2.

For Part 1 of the Improvement, the Engineer and such persons employed to assist with the acquisition of property for the Improvement, shall negotiate on behalf of the County for the purchase of necessary property for the Improvement to be acquired by the County. The County shall be responsible for payment of land purchase costs and any costs relocating to appropriation of real property or relocation of persons displaced by such Improvement.

For Part 2 of the Improvement, the Engineer and such persons employed to assist with the acquisition of property for the Improvement, shall cooperate with the Township and its designated representative(s) to negotiate on behalf of the Township for the purchase of necessary property for the Improvement to be acquired by the Township. Contracts for the purchase of property may be approved by the Township. The Township shall be responsible for payment of land purchase costs and any costs relocating to appropriation of real property or relocation of persons displaced by such Improvement.

In the event that contracts for the purchase of property cannot be negotiated with the owners of such property, the County or Township shall proceed with appropriation of such property in accordance with O.R.C. Chapter 163.

**Article 5 – Utility Relocation**

The Engineer shall coordinate for the relocation of necessary utilities for all Parts of the Improvement.

The County shall pay for all costs of relocating utilities associated with Part 1 of the Improvement and the Township shall pay for all costs of relocating utilities associated with Part 2 of the Improvement, except for any utilities within the existing highway right of way that are obligated to relocate such facilities at no cost to the County or Township pursuant to O.R.C. 5547.03.

**Article 6 – Construction Contract**

After all necessary real property has been acquired for Part 1, the Engineer shall complete all necessary plans, specifications and estimates for the Improvement and shall transmit the same to the County, at which time the County shall proceed to contract for construction as stated in O.R.C. 5555.61. All construction costs relating to Part 1 shall be paid by the County, less any funding obtained from other sources.

After all necessary real property has been acquired for Part 2, the Engineer shall complete all necessary plans, specifications and estimates for the Improvement and shall transmit the same to the Township, at which time the Township shall proceed to contract for construction as stated in O.R.C. 5575.02. All construction costs relating to Part 2 shall be paid by the Township, less any funding obtained from other sources.

The County and Township may order the Engineer to administer advertising for, and receiving bids for both Parts.

**Article 7 – Construction Engineering**

The Engineer shall act in general supervision and direction of all Parts of the Improvement as provided in O.R.C. 5543.09. If the Engineer determines that, on account of the amount of work to be performed, he requires the assistance of additional engineers to supervise the construction of the Improvement, the County shall proceed as stated in O.R.C. 305.15.

The Engineer shall be authorized to select one or more consulting engineers through a qualifications based selection process conforming to O.R.C. 153.65 et. seq. and negotiate a scope of work and fee to assist with construction engineering of the Improvement, including both Part 1 and Part 2. The County may enter into contract with said consulting engineer and appoint the Engineer as project manager, and shall pay all costs relating to construction engineering, less any other funding obtained for the Improvement by the County and Township.

The Engineer shall coordinate with the Township to provide reasonable access to the work site for the Township representative(s) to monitor the progress of the work and shall cooperate with the Township toward successful completion of the Improvement.

**Article 8 – Miscellaneous Terms & Conditions**

8.1 **Entire Agreement:** This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement, 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.

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

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courts of Delaware County, Ohio.

- 8.3 **Headings:** The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- 8.4 **Waivers:** No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 8.5 **Severability:** If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

Section 3: And, the Board hereby enters into the following Professional Services Contract, and shall pay any due compensation for such Contract from any funds appropriated for road and bridge construction:

**PROFESSIONAL SERVICES CONTRACT**

**Section 1 – Parties to the Agreement**

This Agreement is made and entered into this 10th day of June 2013, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and the firm of Korda Nemeth Engineering, Inc., 1650 Watermark Drive, Suite 200, Columbus, Ohio 43215-7010.

**Section 2 – Contract Administrator**

The Delaware County Board of Commissioners hereby designates the Delaware County Engineer as Administrator and agent of the Board for Work performed in accordance with this Agreement. The Administrator shall have general supervision of the Work and authority to order commencement or suspension thereof.

**Section 3 – Scope of Services (Work)**

Consultant agrees to furnish, unto the County, professional services in accordance with the Scope of Services and Price Proposal dated April 5, 2013, by this reference hereby made part of this Agreement. Consultant further agrees to perform the Work promptly and in a skillfully competent manner under the direction of the Administrator and in accordance with accepted professional standards.

**Section 4 – Compensation**

Compensation for Work performed under this Agreement shall be in accordance with the Scope of Services and Price Proposal. The Fee shall be a Lump Sum not to exceed Two Hundred Sixty One Thousand Two Hundred Seventy Eight dollars and zero cents (**\$261,278.00**) in accordance with allowable costs and fees listed in the Consultant’s aforementioned Price Proposal. Compensation shall constitute full payment for all labor, equipment and materials required to complete the required Work.

**Section 5 – Payment**

Compensation shall be paid periodically, but no more than once per month, and shall be based on the calculated percentage of work performed to date in accordance with the Consultant’s Price Proposal. Invoices shall be submitted to the Administrator by the Consultant on company letterhead clearly listing the word “Invoice” with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Consultant shall promptly submit documentation as needed to substantiate said invoices. The County shall pay invoices within thirty (30) days of receipt.

**Section 6 – Authorization to Proceed, Completion of Work, Delays and Extensions**

The Consultant shall commence Work upon written authorization of the Administrator and shall complete the work in a timely manner. In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the Administrator may grant such an extension provided that all other terms of the Agreement are adhered to.

**Section 7 – Insurance**

- 7.1 **General Liability Coverage:** Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.2 **Automobile Liability Coverage:** Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical

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coverage shall be required to be provided by all subcontractors, if any.

- 7.3 Workers' Compensation Coverage: Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.4 Professional Liability Insurance: Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the Preliminary Engineering services hereunder plus three (3) years following any additional services provided for Final Engineering, services during construction, or other professional services, providing such insurance is readily available at reasonable prices. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 7.5 Additional Insureds: The County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 7.1 and 7.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 7.6 Proof of Insurance: Prior to the commencement of any work under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement and properly executed endorsements listing the additional insured required by Subsection 7.5. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.

**Section 8 – Indemnification**

The Consultant shall indemnify and hold free and harmless the County and its employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Consultant, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

**Section 9 – Suspension or Termination of Agreement**

The County may suspend or terminate this Agreement at any time for the convenience of the County, at which time the County shall provide written notice to the Consultant ordering termination of Work. The Consultant shall immediately suspend or terminate Work, as ordered by the County. In the case of Termination, the Consultant shall submit a final invoice within sixty (60) days of receiving Notice of Termination for Work completed up to the date of termination. The County is not liable for payment for work performed after the date of termination.

**Section 10 – Change in Scope of Work**

In the event that significant changes to the Scope of Services as defined in Section 3 are required during performance of the Work, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall be approved by both parties.

**Section 11 – Ownership of Engineering Documents**

Upon completion or termination of the Agreement, the Consultant shall provide copies, if requested, to the County of all documents or electronic files produced under this Agreement. The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement. This section does not require unauthorized duplication of copyrighted materials.

**Section 12 – Change of Key Consultant Staff**

The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or subconsultants assigned to the Work as contemplated at the time of executing this Agreement.

**Section 13 – Miscellaneous Terms & Conditions**

- 13.1 Prohibited Interests: Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year there after shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 13.2 Independent Contractor: The Parties acknowledge and agree that contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder.

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- 13.3 Entire Agreement: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, 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.
- 13.4 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.
- 13.5 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- 13.6 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 13.7 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 13.8 Findings for Recovery: Consultant certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 13.9 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

Consultant further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

Consultant certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.

Consultant certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

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

Vote on Motion Mr. Stapleton Absent Mr. Merrell Aye Mr. O'Brien Aye

There being no further business, the meeting adjourned.

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Gary Merrell



COMMISSIONERS JOURNAL NO. 59 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 10, 2013

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Ken O'Brien

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Dennis Stapleton

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Jennifer Walraven, Clerk to the Commissioners