

COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 23, 2014

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

Present:
Dennis Stapleton, Vice President
Ken O’Brien, Commissioner

Absent:
Gary Merrell, President

RESOLUTION NO. 14-56

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JANUARY 16, 2014:

It was moved by Mr. O’Brien, seconded by Mr. Stapleton to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in regular session on January 16, 2014; 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 Absent Mr. Stapleton Aye Mr. O'Brien Aye

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 14-57

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

It was moved by Mr. O’Brien, seconded by Mr. Stapleton to approve the following:

Whereas, the Director of Emergency Medical Services recommends promoting Eric Burgess to the Assistant Chief of EMS; effective January 27, 2014;

Therefore Be It Resolved, that the Delaware County Board of Commissioners promote Eric Burgess to the Assistant Chief of EMS; effective January 27, 2014.

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

RESOLUTION NO. 14-58

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0122 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR0122:

It was moved by Mr. O’Brien, seconded by Mr. Stapleton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0122, Procurement Card Payments in batch number PCAPR0122 and Purchase Orders as listed below:

| Number | Vendor Name | Line Description | Line Account | |
|-----------------------|------------------------|---|-----------------|--------------|
| – SERVICE AND CHARGES | | | | |
| PR Number | Vendor Name | Line Desc | Line Account | Line Amount |
| HUMAN RESOURCES | | | | |
| R1401495 | DATAWERKS LIMITED | EMPLOYEE DATABASE SOFTWARE | 10011108 - 5320 | \$ 9,500.00 |
| 911 DEPARTMENT | | | | |
| R1401004 | PRIORITY DISPATCH CORP | SERVICE AGREEMENT | 21411306 - 5320 | \$ 15,500.00 |
| R1401004 | PRIORITY DISPATCH CORP | TRAVEL EXPENSES FOR EMD TRAINING INSTRUCTOR | 21411306 - 5309 | \$ 404.70 |
| LAND AND BUILDINGS | | | | |

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| R1401580 | FILTER TECHNOLOGY INC | ESTIMATE DATED 1 10 14 | 10011105 - 5201 | \$ 8,777.17 | |
| R1401580 | FILTER TECHNOLOGY INC | SHIPPING | 10011105 - 5331 | \$ 250.00 | |
| WORKERS COMP | | | | | |
| R1401464 | FISHEL HASS KIM ALBRECHT LLP | WORKERS COMP LEGAL FEES | 61311923 - 5361 | \$ 20,000.00 | |
| R1401467 | COMPMANAGEMENT INC | WORKERS COMP CLAIM ACTIVITY | 61311923 - 5370 | \$ 250,000.00 | |
| R1401470 | SEDGWICK CLAIMS MANAGEMENT | QUARTERLY INSTALLMENT FEES | 61311923 - 5301 | \$ 28,000.00 | |
| R1401478 | SMITH FEIKE MINTON INSURANCE INC | WORKERS COMP EXCESS FEE ADJUSTMENT | 61311923 - 5370 | \$ 100,000.00 | |
| ENVIRONMENTAL SERVICES | | | | | |
| R1400411 | CENTRAL OHIO TIRE OF DELAWARE INC | VEHICLE PARTS AND SUPPLIES - REGIONAL SEWER | 66211901 - 5228 | \$ 7,500.00 | |
| R1400411 | CENTRAL OHIO TIRE OF DELAWARE INC | VEHICLE REPAIRS - REGIONAL SEWER DISTRICT | 66211901 - 5328 | \$ 2,500.00 | |
| R1401571 | TW TELECOM | PHONE INTERNET SERVICE - OECC | 66211903 - 5330 | \$ 6,000.00 | |
| R1401571 | TW TELECOM | PHONE INTERNET SERVICE - ALUM CREEK | 66211904 - 5330 | \$ 6,000.00 | |
| R1401572 | TRACTOR SUPPLY COMPANY | OPERATING SUPPLIES - REGIONAL SEWER DISTRICT | 66211901 - 5201 | \$ 2,000.00 | |
| R1401572 | TRACTOR SUPPLY COMPANY | PPE - BOOTS - JACKETS ETC - REGIONAL SEWER | 66211901 - 5225 | \$ 5,000.00 | |
| R1401572 | TRACTOR SUPPLY COMPANY | OPERATING SUPPLIES - OECC | 66211903 - 5201 | \$ 500.00 | |
| R1401572 | TRACTOR SUPPLY COMPANY | OPERATING SUPPLIES - ALUM CREEK | 66211904 - 5201 | \$ 500.00 | |
| R1401572 | TRACTOR SUPPLY COMPANY | OPERATING SUPPLIES - LOWER SCIOTO | 66211905 - 5201 | \$ 250.00 | |
| R1401572 | TRACTOR SUPPLY COMPANY | OPERATING SUPPLIES - BENTTREE | 66211908 - 5201 | \$ 250.00 | |
| R1401572 | TRACTOR SUPPLY COMPANY | OPERATING SUPPLIES - HOOVERWOODS | 66211909 - 5201 | \$ 250.00 | |
| R1401572 | TRACTOR SUPPLY COMPANY | OPERATING SUPPLIES - NORTHSTAR | 66211911 - 5201 | \$ 200.00 | |
| R1401577 | SAFETY SOLUTIONS INC | OPERATING SUPPLIES - REGIONAL SEWER DISTRICT | 66211901 - 5201 | \$ 1,000.00 | |
| R1401577 | SAFETY SOLUTIONS INC | PPE - BOOTS AND CLOTHING - REGIONAL SEWER DISTRICT | 66211901 - 5225 | \$ 15,000.00 | |
| R1401578 | USA BLUEBOOK | OPERATING SUPPLIES - OECC | 66211903 - 5201 | \$ 2,500.00 | |
| R1401578 | USA BLUEBOOK | OPERATING SUPPLIES - ALUM CREEK | 66211904 - 5201 | \$ 2,500.00 | |
| R1401578 | USA BLUEBOOK | OPERATING SUPPLIES - LOWER SCIOTO | 66211905 - 5201 | \$ 250.00 | |
| R1401578 | USA BLUEBOOK | OPERATING SUPPLIES - TARTAN | 66211906 - 5201 | \$ 500.00 | |
| R1401578 | USA BLUEBOOK | OPERATING SUPPLIES - SCIOTO RESERVE | 66211907 - 5201 | \$ 500.00 | |
| R1401578 | USA BLUEBOOK | OPERATING SUPPLIES - BENTTREE | 66211908 - 5201 | \$ 250.00 | |
| R1401578 | USA BLUEBOOK | CHEMICALS - BENTTREE | 66211908 - 5290 | \$ 1,000.00 | |
| R1401578 | USA BLUEBOOK | OPERATING SUPPLIES - HOOVERWOODS | 66211909 - 5201 | \$ 150.00 | |
| R1401578 | USA BLUEBOOK | OPERATING SUPPLIES - SCIOTO HILLS | 66211910 - 5201 | \$ 200.00 | |
| R1401578 | USA BLUEBOOK | OPERATING SUPPLIES - NORTHSTAR | 66211911 - 5201 | \$ 200.00 | |
| R1401584 | VERIZON | PHONE AND MINOR EQUIPMENT | 66211901 - 5201 | \$ 2,000.00 | |
| R1401584 | VERIZON | MIFI SERVICE | 66211901 - 5315 | \$ 4,000.00 | |
| R1401584 | VERIZON | CELL PHONE SERVICE | 66211901 - 5330 | \$ 15,000.00 | |
| R1401585 | WENIGS INC | HEATING AND COOLING REPAIRS - OECC | 66211903 - 5328 | \$ 5,000.00 | |
| R1401585 | WENIGS INC | HEATING AND COOLING REPAIRS - ALUM CREEK | 66211904 - 5328 | \$ 5,000.00 | |
| R1401586 | WESTCO PRODUCTS | OECC | 66211903 - 5201 | \$ 3,000.00 | |
| R1401586 | WESTCO PRODUCTS | MISC EQUIPMENT PARTS AND SUPPLIES | 66211904 - 5201 | \$ 3,000.00 | |

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| R1401639 | STATUS CONTROL AND INTEGRATION INC | SCADA EQUIPMENT PARTS | 66211903 - 5201 | \$ 3,000.00 | |
| R1401639 | STATUS CONTROL AND INTEGRATION INC | SCADA REPAIRS | 66211903 - 5328 | \$ 5,000.00 | |
| R1401639 | STATUS CONTROL AND INTEGRATION INC | SCADA EQUIPMENT PARTS | 66211904 - 5201 | \$ 3,000.00 | |
| R1401639 | STATUS CONTROL AND INTEGRATION INC | SCADA REPAIRS | 66211904 - 5328 | \$ 5,000.00 | |
| R1401642 | HACH CO | DOPPLER RADAR - USED IN OPEN CHANNEL FLOW | 66211901 - 5260 | \$ 35,782.00 | |
| R1401670 | HACH CO | 8970SD SAMPLERS FOR COLLECTIONS | 66211901 - 5260 | \$ 7,867.00 | |
| CHILD SUPPORT ENFORCEMENT AGENCY | | | | | |
| R1401641 | OFFICE CITY EXPRESS INC | MISCELLANEOUS OFFICE SUPPLIES | 23711630 - 5201 | \$ 7,000.00 | |
| HEALTH INSURANCE | | | | | |
| R1401650 | PRUDENTIAL GROUP LIFE AND DISABILITY INSURANCE | LIFE INSURANCE PREMIUMS | 60211902 - 5370 | \$ 61,000.00 | |
| R1401645 | CEBCO | MEDICAL PRESCRIPTIONS 2014 | 60211902 - 5370 | \$12,000,000.00 | |
| R1401649 | METROPOLITAN LIFE INSURANCE COMPANY | SINGLE DENTAL SUPPLEMENT | 60211902 - 5370 | \$ 156,000.00 | |
| CDBG | | | | | |
| R1401688 | WB REPUBLIC BUILDERS LLC | FY12 CDBG GALENA VILLAGE HALL FINAL PYMT DRAW 140 | 23011708 - 5365 | \$ 15,429.60 | |
| EMS | | | | | |
| R1401690 | SCHILLING PROPANE SVS | PROPANE FOR MEDIC STATIONS | 10011303 - 5338 | \$ 12,000.00 | |
| R1401693 | AEP ENERGY | ELECTRIC -- MEDIC STATIONS | 10011303 - 5338 | \$ 6,000.00 | |
| R1401696 | RRH LTD | LEASE AND CAM FEES FOR SIX MONTHS -- MEDIC 7 | 10011303 - 5335 | \$ 30,858.10 | |
| R1401705 | CONSOLIDATED ELECTRIC COOPERATIVE INC | ELECTRIC -- MEDIC 6 AND 8 | 10011303 - 5338 | \$ 8,400.00 | |
| CODE COMPLIANCE | | | | | |
| R1401736 | SOIL & WATER CONSERVATION DISTRICT | DRAINAGE REVIEW FEES | 10011301 - 5301 | \$ 7,500.00 | |
| R1401744 | TREASURER STATE OF OHIO BBS | FEES | 10011301 - 5380 | \$ 20,000.00 | |
| R1401759 | VERIZON | CELLULAR TELEPHONE AND DATA COMMUNICATION | 10011301 - 5330 | \$ 11,000.00 | |
| R1401759 | VERIZON | EQUIPMENT | 10011301 - 5201 | \$ 800.00 | |
| JOB AND FAMILY SERVICES | | | | | |
| R1401749 | COMMISSIONERS | INDIRECT COST | 22411605 - 5380 | \$ 390,000.00 | |
| R1401790 | ASSIST 4 DENTIST LLC | TUITION BOOKS FEES | 22311611 - 5348 | \$ 5,995.00 | |
| R1401829 | HUFNAGLE INSURANCE GROUP INC | NEG ON THE JOB TRAINING | 22311611 - 5305 | \$ 8,000.00 | |
| EMS DEPARTMENT | | | | | |
| R1401802 | LIBERTY TWP FIRE DEPT | 4TH QUARTER EMS RUNS | 10011303 - 5345 | \$ 29,461.88 | |
| R1401809 | JOHN DEERE FINANCIAL | DIESEL FUEL | 10011303 - 5228 | \$ 35,000.00 | |
| R1401811 | HERITAGE PHARMACY | EMS MEDICAL SUPPLIES | 10011303 - 5243 | \$ 6,000.00 | |
| R1401815 | LEO MEYERS UNIFORMS INC | EMS UNIFORMS | 10011303 - 5225 | \$ 10,000.00 | |
| PUBLIC DEFENDER | | | | | |
| R1401830 | MARYHAVEN INC | COURT TREATMENT SERVICES | 10011202 - 5342 | \$ 20,000.00 | |
| R1401832 | RECOVERY & PREVENTION RESOURCES | COURT TREATMENT SERVICES | 10011202 - 5342 | \$ 20,000.00 | |
| R1401836 | NETCARE CORP | COURT TREATMENT SERVICES | 10011202 - 5342 | \$ 10,000.00 | |
| R1401837 | PUBLIC DEFENDER ATTORNEY'S | PUBLIC DEFENDER SERVICES | 10011202 - 5301 | \$ 100,000.00 | |
| COMMISSIONERS | | | | | |
| R1401839 | TREASURER,STATE OF | REIMBURSEMENT TO STATE PD | 10011202 - | \$ 35,000.00 | |

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| | OHIO | | 5319 | | |
| R1401857 | ECIVIS INC | ONLINE GRANT - 10 USER LICENSES | 10011102 - 5320 | \$ 11,000.00 | |

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

RESOLUTION NO. 14-59

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

It was moved by Mr. O’Brien, seconded by Mr. Stapleton to approve the following:

The Director of Economic Development is requesting that Jenna Jackson attend the 2014 Ohio Basic Economic Development Course in Columbus, OH from March 5-7, 2014 at the cost of \$779.14 (fund number 21011113).

The County Administrator is requesting that Commissioner O’Brien, Commissioner Stapleton, Teri Morgan, Gus Comstock and Jenna Jackson attend the State of the City lunch at the Bridgewater Conference Center on January 23, 2014 at the cost of \$100.00 (fund number 10011101).

The Director of the Delaware County Child Support Enforcement Agency is requesting that Debra Benjamin attend a Medical Enforcement Training in Columbus, OH on January 29, 2014 at no cost.

The Director of the Delaware County Child Support Enforcement Agency is requesting Lisa Thompson and Ezekial Keesbury attend a hands-on SETS Training in Columbus, OH on January 28, 2014 at no cost.

The Delaware Juvenile Court is requesting that Lynne Schoenling attend a New Magistrate Training class in Perrysville, OH from March 12-14, 2014 at the cost of \$511.62 (fund number 27826325-5305).

The Dog Warden is requesting that Mark Strohl and Brandon Penry attend a Safety Training for Animal Control Professionals at the Franklin County Dog Shelter from March 24-28, 2014 at the cost of \$1100.00 (fund number 20111305).

The Director of Emergency Services is requesting that Dan Jividen, Christine Zimmer, Jason Sutermaster, Travis Ries attend an ITLS Ohio Conference in Columbus, OH from February 28-March 2, 2014 at the cost of \$1,000.00 (fund number 10011303).

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

RESOLUTION NO. 14-60

IN THE MATTER OF ACCEPTING THE TREASURER’S REPORT FOR THE MONTH OF
DECEMBER 2013:

It was moved by Mr. O’Brien, seconded by Mr. Stapleton to accept the Treasurer’s Report for the month of December 2013.

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

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

RESOLUTION NO. 14-61

SETTING DATE, TIME AND PLACE FOR THE FINAL HEARING BY THE COMMISSIONERS
FOR THE BARRINGTON ESTATES SECTION 1, 2, AND 3 SUBDIVISION DRAINAGE PETITION
PROJECT:

It was moved by Mr. O’Brien, seconded by Mr. Stapleton to approve the following:

Whereas, the Board of Commissioners of Delaware County on July 15, 2013, held a public hearing and determined the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the maintenance/reconstruction and improvement of The Barrington Estates Section 1, 2, and 3 Subdivision Drainage Petition Project, and

Whereas, at that time the Delaware County Commissioners directed the Delaware County Engineer to proceed with the preparation of plans, reports, and schedules for the completion of the ditch project, and

Whereas, the Delaware County Engineer has notified the Commissioners that the plans, reports, and schedules for the construction/maintenance of the Barrington Estates Section 1, 2, and 3 Subdivision Drainage Petition Project are being finalized for their review and consideration.

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Therefore be it Resolved, the Board of County Commissioners of The County of Delaware have fixed **Monday the 17th day of March 2014, at 10:30AM** at the Commissioners Hearing Room 101 North Sandusky Street Delaware, Ohio as the time and place of the final hearing by the Commissioners on the report of the County Engineer.

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

RESOLUTION NO. 14-62

IN THE MATTER OF APPROVING A SCHOOL RESOURCE OFFICER AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE COUNTY SHERIFF AND DELAWARE AREA CAREER CENTER:

It was moved by Mr. O'Brien, 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 with Delaware Area Career Center:

**Delaware Area Career Center
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 Sheriff's Office School Resource Program

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

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

Officer Assignment and Supervision

S.R.O.'s will fall under the Patrol division. The school resource officers are supervised by the Captain of 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 Officer for the length of this contract. The deputy will be assigned buildings by the District.

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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 Delaware Area Career Center and the Delaware County Sheriff's Office. This agreement establishes the needed commitment and support from both institutions. This document also provides a series of guidelines and policies relevant to the performance of the S.R.O. This document will be the guiding agreement our deputies, school administrators, and Sheriff's Office administration look to for structure and accountability and should not become static, but rather, should be under constant review. The Delaware Area Career Center agrees 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 Delaware Area Career Center 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 Delaware Area Career Center.

Parties Responsible For Their Own Actions

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

Termination

A. Termination for the Convenience:

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

Civil Rights

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

Accessibility of Programs to the Disabled /Handicapped

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

Drug- Free Workplace

The Parties agree to comply and certify compliance with all applicable state and federal laws regarding drug-free workplace and shall have established and have in place a drug free workplace policy. The Parties shall make a good faith effort to ensure that all of their and any of their providers officials, officers, employees, agents,

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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

Delaware Area Career Center 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:

| | |
|------------------------------|--------------------------------------|
| Delaware Area Career Center: | Sheriff: |
| Mary Beth Freeman | Sheriff Russell L Martin |
| Superintendent | Delaware County Sheriff |
| Delaware Area Career Center | Delaware County Sheriff's Office |
| 4565 Columbus Pike | 149 North Sandusky Street, 2 d Floor |
| Delaware, OH 43015 | 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 Delaware Area Career Center 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.

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

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Delaware County Sheriff's Office policy and Delaware Area Career Center 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 Sheriff's Office Standard Operating Procedure.

Role in Critical Incidents

The S.R.O. will be familiar with the emergency operations manual of the Delaware Area Career Center. 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 an eight hour work day, Monday through Friday. They will mark in and out of service each day using their portable radios. The S.R.O. may adjust their schedule, with approval from their supervisor, in order to accommodate school activities and request. Overtime may also be approved in advance by the S.R.O. supervisor in order to accommodate these activities. S.R.O.'s are permitted to leave the school campus only for official business or for travel between buildings and must leave information with school officials regarding their whereabouts and estimated time of absence. The S.R.O. is to eat their lunch at their assigned/scheduled school of the day. When school is not in session, such as holidays, professional days, snow days and summer break, the S.R.O. will report to the Sheriff's Office for further assignment which could include in-service within the Delaware Area Career Center.

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Leaves And Absences

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

Transportation

S.R.O.'s will be assigned a cruiser to use when going to their assigned/scheduled school. The cruiser will be parked in an area to insure high visibility. The cruiser will be used for any required official business during the duty day. At no time will officers use their private owned vehicle. If their assigned cruiser is down for service a replacement cruiser will be assigned.

FINANCIALS

MAXIMUM SALARY AND BENEFITS FOR SRO OFFICER
2013-2014 School Year (Pro-rated as of January 2014)
SALARY

| Rate | Hours | SUB-TOTAL | Longevity | TOTAL SALARY |
|-----------------------------|-------------|--------------|-------------|----------------|
| \$30.52 | 2080 | \$63,481.60 | \$1,000.00 | \$64,481.60 |
| BENEFITS | | | | |
| Insurance | OPERS | Workers Comp | Medicare | TOTAL BENEFITS |
| \$18,240.00 | \$11,671.17 | \$644.82 | \$934.98 | \$31,490.97 |
| GRAND TOTAL | \$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

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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. O'Brien Aye Mr. Merrell Absent Mr. Stapleton Aye

RESOLUTION NO. 14-63

IN THE MATTER OF APPROVING AN AMENDMENT TO THE PURCHASE OF SERVICES AGREEMENT BETWEEN LICKING COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND CHRIS INNIS CONSULTING FOR THE ADMINISTRATIVE REVIEW SERVICES OF IV-E FUNDED FOSTER CARE AGENCIES FOR THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES:

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

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

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the following amendment for IV-E Administrative and Billing services.

AMENDMENT TO THE PURCHASE OF SERVICES AGREEMENT
BETWEEN LICKING COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
AND
CHRIS INNIS CONSULTING

This Amendment, by and between the Licking County Department of Job & Family Services located at 74 South 2nd Street, Newark as the Administrative and Billing entity for Delaware, Coshocton, Knox, South Central Ohio (Ross, Vinton, and Hocking) Departments of Job and Family Services, Children Services Divisions, and Licking County Department of Job and Family Services (as a contracting entity), herein referred to as Children Services, and Chris Innis Consulting (hereinafter referred to as "Provider") located at 15305 Coolville Ridge Road, Athens, Ohio 45701.

This amendment hereby amends the agreement dated August 1, 2012, for the provision fiscal and administrative review services of IV-E funded foster care agencies. Review services include but are not limited to review of overall fiscal processes, internal controls, and fiscal responsibility as it relates to contracted IV-E foster care services.

As per the request for proposal, the Licking County Department of Job and Family Services on behalf of Children Services reserves the right to renew the contract for up to a maximum of two (2) years based on performance and availability of funds. The contract amendment includes the following change:

- Extends the Agreement through June 30, 2014
- Maximum reimbursement through June 30, 2014, shall not exceed \$33,130 unless otherwise amended.

This amendment shall be incorporated into the original agreement and made a part hereof. All other terms and conditions of the original Agreement dated August 1, 2012 remain unchanged and in effect.

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

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RESOLUTION NO. 13-64

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS, TRANSFER AND
ADVANCE OF FUNDS:

It was moved by Mr. O’Brien, seconded by Mr. Stapleton to approve the following:

| | | |
|------------------------------------|---|-------------|
| Supplemental Appropriations | | |
| 23212103-5001 | JAG Drug Prosecutor/Compensation | (44,822.53) |
| 23212103-5101 | JAG Drug Prosecutor/Health Insurance | (16,082.40) |
| 23212103-5102 | JAG Drug Prosecutor/Workers Comp | (448.22) |
| 23212103-5120 | JAG Drug Prosecutor/County Share OPERS | (6,275.16) |
| 23212103-5131 | JAG Drug Prosecutor/County Share Medicare | (649.93) |

| | | |
|------------------------------------|--|------------|
| Transfer of Funds | | |
| From | To | |
| 10011102-5801 | 23212103-4601 | 3,503.67 |
| Commissioners General/Transfer Out | JAG Drug Prosecutor/Interfund Revenue | |
| 10011102-5801 | 60111901-4601 | 480,000.00 |
| Commissioners General/Transfer Out | Property & Casualty Insurance/ Interfund Revenue | |
| 10011102-5801 | 21011113-4601 | 140,000.00 |
| Commissioners General/Transfer Out | Joint Economic Development/ Interfund Revenue | |
| 10011102-5801 | 20315101-4601 | 755,000.00 |
| Commissioners General/Transfer Out | Data Center/ Interfund Revenue | |
| 10011102-5801 | 23612302-4601 | 19,570.00 |
| Commissioners General/Transfer Out | Victims of Crime Grant/Interfund Revenues | |
| 10011102-5801 | 23322310-4601 | 19,152.86 |
| Commissioners General/Transfer Out | Re-Entry Task Force/Interfund Revenues | |
| 10011102-5801 | 25522309-4601 | 11,538.57 |
| Commissioners General/Transfer Out | Drug Court Docket/Interfund Revenues | |
| 10011102-5801 | 25922307-4601 | 5,716.03 |
| Commissioners General/Transfer Out | Mental Health Docket/Interfund Revenues | |

| | | |
|-----------------------------------|-------------------------|----------|
| Advance | | |
| From | To | |
| 10011102-8500 | 22111502-8400 | 5,000.00 |
| Commissioners General/Advance Out | Litter Grant/Advance In | |

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

ADMINISTRATOR REPORTS

Mr. Hansley reported to the Board that the Delaware City Historic Preservation Commission denied the County’s application to demolish the ELK’s Building.
He requested a motion to start the appeal process. There is a 30 day window.

RESOLUTION NO. 14-65

IN THE MATTER OF AUTHORIZING THE COUNTY ADMINISTRATOR, TO WORK WITH
STAFF, TO PREPARE A RESOLUTION TO APPEAL THE DELAWARE CITY HISTORIC
PRESERVATION COMMISSION’S DENIAL OF DELAWARE COUNTY’S APPLICATION TO
DEMOLISH THE ELK’S BUILDING:

It was moved by Mr. O’Brien, seconded by Mr. Stapleton to authorize the preparing of the resolution.

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

COMMISSIONERS’ COMMITTEES REPORTS

Commissioner O’Brien
-Executive Meeting with Regional Planning Committee; moving forward with projects which is good

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Commissioner Stapleton
-Attended various meetings

RESOLUTION NO. 14-66

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF
EMPLOYMENT OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

It was moved by Mr. O’Brien, seconded by Mr. Stapleton to adjourn into Executive Session at 9:53AM.

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

RESOLUTION NO. 14-67

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. O’Brien, seconded by Mr. Stapleton to adjourn out of Executive Session at 10:05AM.

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

There being no further business, the meeting adjourned.

Absent
Gary Merrell

Ken O’Brien

Dennis Stapleton

Jennifer Walraven, Clerk to the Commissioners