

COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 25, 2016

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

Present:
Jeff Benton, Vice President
Gary Merrell, Commissioner

Absent:
Barb Lewis, President

1
RESOLUTION NO. 16-826

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD AUGUST 22, 2016:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on August 22, 2016; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.12 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 Mrs. Lewis Absent Mr. Benton Aye

2
PUBLIC COMMENT

3
ELECTED OFFICIAL COMMENT

4
RESOLUTION NO. 16-827

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0824:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0824 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Harris Industrial	Equipment Repairs Alum Creek	66211904-5328	\$20,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Line Account</u>	<u>Amount</u>
R1604575	OFFICE CITY EXPRESS INC	149 - CUBICLES	40111402 - 5260	\$45,140.69
R1604579	APPLEWOOD CENTERS INC	RESIDENTIAL TREATMENT	22511607 - 5342	\$9,941.80
R1604591	JOHN ERAMO & SONS INC	VERONA FM VALVE INSTALLATION	66211903 - 5328	\$12,000.00
R1604596	NEW BEGINNINGS RESIDENTIAL	RESIDENTIAL TREATMENT	22511607 - 5350	\$15,000.00

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

5
RESOLUTION NO. 16-828

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

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The EMS Department is requesting that Dan Jividen attend a TECC Tactical Emergency Combat Care Training in Zanesville, Ohio September 7-8, 2016; at no cost.

The Administrative Services department is requesting that Christine Shaw attend an Ohio County Archivists and Records Manager Association Fall Meeting in Mahoning County on October 7, 2016 at the cost of \$152.00 (Records Center/Services & Charges account).

The Code Compliance Department is requesting that Chris Bean & David Bean attend a Koorsen Fire and Security Fire Protection seminar 8/29/16; in Worthington, Ohio at no cost.

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

**6
RESOLUTION NO. 16-829**

IN THE MATTER OF DETERMINING THE SUFFICIENCY OF THE APPLICATIONS TO ADD CERTAIN PARCELS OF REAL PROPERTY TO THE CONCORD/SCIOTO COMMUNITY AUTHORITY DISTRICT AND TO AMEND THE PETITION FOR ESTABLISHMENT OF THE CONCORD/SCIOTO COMMUNITY AUTHORITY AS A NEW COMMUNITY AUTHORITY AND SETTING A DATE FOR A PUBLIC HEARING UNDER CHAPTER 349 OF THE OHIO REVISED CODE:

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

WHEREAS, pursuant to Chapter 349 of the Ohio Revised Code, a petition (the "Petition") for the establishment of the Concord/Scioto Community Authority (the "Authority") was filed with this Board by Triangle Properties, Inc. ("Triangle"), as initial developer of the Authority on February 8, 2007, which Petition this Board of County Commissioners of Delaware County, Ohio (the "Board") approved pursuant to Resolution No. 07-331 on March 22, 2007; and

WHEREAS, pursuant to Resolution No. 07-809, on July 2, 2007 this Board approved the assignment by Triangle of its rights, responsibilities, and duties as statutory developer of the Authority to Concord/Scioto Development, LLC (the "Developer"); and

WHEREAS, the Petition generally described the boundaries of the related new community district (the "District"); and

WHEREAS, the "organizational board of commissioners," as that term is defined in Section 349.01(F) of the Ohio Revised Code, for the Authority is the Board of County Commissioners of Delaware County, Ohio (the "Board"); and

WHEREAS, on August 18, 2016, the Developer filed four applications (the "Applications") with the Board requesting that certain parcels of real property controlled by the Developer be added to the District, which applications were signed by the City of Delaware, Ohio, as the "proximate city" pursuant to Chapter 349 of the Ohio Revised Code; and

WHEREAS, the Applications further provide that the addition of such land will be conducive to the public health, safety, convenience and welfare of the District, will be consistent with the development of the District, will not jeopardize the plan of development of the District and that such land to be added to the District is owned by, or under the control through leases of at least seventy-five years' duration, options or contracts to purchase, of the Developer; and

WHEREAS, pursuant to Section 349.03(A) of the Ohio Revised Code, the Board has reviewed the Applications and determined that the Applications comply with the requirements of Section 349.03 of the Ohio Revised Code as to form and substance; and

WHEREAS, the Board has further determined to fix a time and place of a public hearing on the Applications, which public hearing shall be held not less than thirty days nor more than forty-five days from the date of the filing of the Applications, and that notice of the public hearing shall be given by the Clerk of this Board, all as required by Section 349.03(A) of the Ohio Revised Code;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS, DELAWARE COUNTY, OHIO, THAT:

1. The Board finds and determines that the Applications comply with the requirements of Section 349.03 of the Ohio Revised Code as to form and substance.

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2. A public hearing on the Applications shall be held on **Thursday September 29th, 2016 at 9:45a.m.** at the offices of the Board, 101 North Sandusky Street, Delaware, Ohio.
3. The clerk of this Board is directed to give notice of the public hearing on the Applications by publication once each week for three consecutive weeks in *The Delaware Gazette*.
4. This Board finds and determines that all formal actions of the Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.
5. That this Resolution shall be in full force and effect immediately upon its adoption.

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

**7
RESOLUTION NO. 16-830**

RESOLUTION OF NECESSITY FOR PURCHASE OR LEASE OF AUTOMOBILE FOR THE USE OF THE COUNTY SHERIFF OR HIS EMPLOYEES:

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

WHEREAS, pursuant to section 307.41 of the Revised Code, the Board of Commissioners of Delaware County, Ohio (the "Board") may find, by resolution of necessity, that it is necessary to expend county monies for the purchase or lease of a new automobile to be used by the County Commissioners, by any county department, board, commission, office or agency, or by any elected county official or his or her employees; and

WHEREAS, the Board has before it a request from the Sheriff's Office to expend county monies for the purchase of a new automobile;

WHEREAS, the automobile is available for purchase through the State of Ohio's cooperative purchasing program (the "Program");

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO:

Section 1. The Board hereby declares that it is necessary to expend county monies for the purchase of a new automobile to be used by the County Sheriff or his employees for the following reasons: (1) existing automobiles have reached the end of their useful service lives; (2) a new automobile is necessary to provide safe and reliable transportation for the County Sheriff and his employees; and (3) a new automobile will ensure optimal service, safety, and security for the citizens of Delaware County.

Section 2. The Board hereby approves the purchase of one (1) 2016 Ford Fusion vehicle at a cost of \$17,873.39 per vehicle from Middletown Ford and declares that the purchase of said vehicle shall be in accordance with the State of Ohio's cooperative purchasing program, pursuant to the contract and terms and conditions set forth in Contract # RS901016, which is, by this reference, fully incorporated herein and of which the purchase orders approved herein shall be made a part.

Section 3. The Board hereby authorizes the Sheriff's Office to initiate the necessary purchase order(s) to one or more approved vendors and hereby approves the purchase order(s) from fund number 41711436-5450.

Section 4. The Clerk of the Board is hereby directed to certify a copy of this Resolution to the County Sheriff and the County Auditor.

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

**8
RESOLUTION NO. 16-831**

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. Benton to approve the following:

Whereas, The Delaware-Morrow Mental Health & Recovery Services Board and Staff recommend approval of

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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
(7/1/16 through 6/30/17)**

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, 2016 (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 established the rates for services of the type contracted from July 1, 2016 to December 31, 2016 at \$36.00 per hour and from January 1, 2017 to June 30, 2017 at \$37.00 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, 2016 and ending June 30, 2017 upon the same terms, conditions and considerations as in effect on June 30, 2016 and during the renewal term:

The Sheriff Deputies performing services under this Agreement shall be paid by the Hospital at the rate of \$36.00 per hour effective July 1, 2016 through December 31, 2016, and from January 1, 2017 to June 30, 2017 at \$37.00 per hour for a minimum of three (3) hours per assignment;

1. With the \$1.00 per hour fee paid to the Special Duty Coordinator the effective combined rate billed to the Hospital shall be \$37.00 per hour effective July 1, 2016 to December 31, 2016 and \$38.00 per hour effective January 1, 2017 to June 30, 2017 unless otherwise subsequently adjusted as a result of the Sheriff's Deputies collective bargaining agreement;
2. The Board agrees to fund the compensation paid by the Hospital for the services provided under this Agreement subject to the existing contract maximum; twenty- thousand dollars (\$20,000.00).
3. 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. Benton Aye Mr. Merrell Aye Mrs. Lewis Absent

**9
RESOLUTION NO. 16-832**

IN THE MATTER OF APPROVING THE ADD-ON STATEMENT OF WORK AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE COUNTY SHERIFF'S OFFICE AND ALERT PUBLIC SAFETY SOLUTIONS, INC. FOR GLYPH ONLINE:

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

Whereas, the Sheriff and Sheriff's Office Staff recommend approval of the add-on statement of work agreement between The Delaware County Board Of Commissioners; The Delaware County Sheriff's Office And Alert Public

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Safety Solutions, Inc. for Glyph Online to allow the Sheriff’s Office to publish reports online which may then be printed by the public;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the add-on statement of work agreement between The Delaware County Board Of Commissioners; The Delaware County Sheriff’s Office And Alert Public Safety Solutions, Inc. for Glyph Online to allow the Sheriff’s Office to publish reports online which may then be printed by the public:

**Alert Public Safety Solutions (“Alert PSS”)
Add-on Statement of Work**

Date	June 3, 2016
Client Name	Delaware County Sheriff’s Office
Client Address	844 US 42 North Delaware, Ohio 43015

1.0 Deliverables

Amount /Number	Product Description	Cost Per Year	5 Year Cost
Enterprise	APSS Glyph™ Online Reports <ul style="list-style-type: none"> ● Incident Reporting ● Dispatch Log ● Active Warrants 	\$6,000.00	\$30,000.00
	Total	\$6,000.00	\$30,000.00

2.0 Order Specifications

This Add-on Statement of Work (SOW) specifies the addition of the listed Deliverables. These Deliverables are provided pursuant to and governed by the existing terms and conditions and software licensing Agreements currently in place between the Delaware County Sheriff’s Office and Alert PSS. Unless detailed above, custom application development is not included in this order.

2.1 Delaware County Sheriff’s Office is purchasing the Deliverables listed above and the Delaware County Sheriff’s Office does hereby authorize the addition of these Deliverables to their existing system.

2.2 Alert PSS shall update the appropriate server files via dial up or VPN access, if needed.

2.3 Alert PSS shall ship any required documentation, such as manuals, to the addresses listed in this SOW, if applicable.

2.4 No project management or site visits by Alert PSS personnel are provided with the Deliverables of this SOW.

2.5 The Cost of \$6,000.00 (US) for the first year shall be paid to Alert PSS within thirty (30) days of signing this SOW. The annual Cost for the additional four (4) years, to complete the five (5) year term, will be added to the Delaware County Sheriff’s Office existing Annual Maintenance Cost.

3.0 Client Project Responsibilities

3.1 The Delaware County Sheriff’s Office shall be responsible for the configuration and maintenance of their communications infrastructure and networks, including but not limited to LAN, WAN or Frame Relay connectivity.

3.2 This project may be dependent on various software components that are provided by individuals and companies other than Alert PSS. These components, unless otherwise detailed in this SOW, are the responsibility of the Delaware County Sheriff’s Office to acquire and in many cases install, configure and prepare for the subsequent interface.

3.3 Additional server seats, applications, or functionality may affect the throughput and/or efficiency of the system, which is outside of Alert PSS’ control. All communications coverage, network or communications infrastructure loading or reliability is the sole responsibility of the Delaware County Sheriff’s Office.

4.0 Contact Information

All contact required under this SOW shall be made to the following:

Agency	Delaware County Sheriff’s Office
Address	844 US 42 North
City/State/Zip Code	Delaware, Ohio 43015
Telephone number	740-833-2819
Name of Contact	Stephanie Burns
Title	Operations Manager
E-mail address	sburns@co.delaware.oh.us

Business Name	Alert Tracking Systems, Inc. (dba Alert Public Safety Solutions)
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Address	4187 Arlingate Plaza
City/State/Zip Code	Columbus, Ohio 43228
Telephone number	877-686-0911
Name of Contact	Ty Grant
Title	Inside Sales
E-mail address	tgrant@alertpss.com

5.0 Agreements

Unless amended by this SOW, all other terms and conditions of the original Purchase, Licensing, Maintenance, and Change Order Agreements shall remain in full force and effect.

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

10

RESOLUTION NO. 16-833

IN THE MATTER OF APPROVING SCHOOL RESOURCE OFFICER AGREEMENTS BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE COUNTY SHERIFF AND BIG WALNUT LOCAL SCHOOLS; OLENTANGY LOCAL SCHOOLS; BUCKEYE VALLEY LOCAL SCHOOLS AND THE DELAWARE AREA CAREER CENTER:

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

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

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the following School Resource Officer Agreements with Big Walnut Local Schools; Olentangy Local Schools; Buckeye Valley Local Schools And The Delaware Area Career Center:

**Big Walnut Local Schools
Delaware County Sheriff's Office
School Resource Officer Agreement
2016-2018 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

Legitimacy through protecting and serving with empathy, competency, and diligence. To be known as one of Ohio's finest by upholding the Constitution and applying the Rule of Law.

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 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 activities during the summer.

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

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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:

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 maybe 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

Angie Pollock Superintendent
110 Tippet Court
Sunbury, Ohio 43074

Sheriff:

Sheriff Russell L Martin
Delaware County Sheriff
Delaware County Sheriff's 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 Sheriff's Office policy and Big Walnut Local Schools policies will govern sharing of information.

> The sharing of arrest related information by the S.R.O. with school administration upon request or at the

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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 Big Walnut Local School District. During any critical incident occurring on school property the S.R.O. will act as a liaison between school administration, Delaware County Sheriff's Office and other emergency resources. The S.R.O.'s will be on the school's disaster committee.

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

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

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

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

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

FINANCIALS

**COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY
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**SALARY AND BENEFITS PER SRO OFFICER
2016-2017 School Year
SALARY and OVERTIME**

Rate	Hours	Sub-Total	Longevity	TOTAL
\$33.01	2080	\$68,660.80	\$2,000.00	\$70,660.80
\$49.52	80	\$ 3,961.60		\$ 3,961.60
				\$74,622.40

BENEFITS

Insurance	OPERS	Workers' Comp	Medicare	TOTAL
\$19,282.80	\$13,506.65	\$746.22	\$1,082.02	\$34,617.69
				\$34,617.69

GRAND TOTAL - \$109,240.09

Total to be paid by School (per deputy): \$54,620.04
 Total to be paid by County (per deputy): \$54,620.05

- The above figures are for a top-paid deputy with twenty (20) plus years of service with the Delaware County Sheriff's Office. They are based on 2016 salary rates per the labor union contract and current health insurance and Workers' Comp costs. Eighty (80) hours of overtime have been built into the figures. Overtime will not be billed unless the deputy worked overtime for a school related function at the request of the school.
- These figures will be adjusted to salary rates awarded in the Delaware County Sheriff's Office Labor Union Contract for the Deputy Sheriff Unit beginning January 1, 2017. Health insurance and Workers' Comp rates will be adjusted, if necessary.

The school agrees to pay the Delaware County Sheriff's Office fifty percent (50%) of the actual salary, overtime and benefits of each SRO Officer covered under this agreement. The 2016 rates are shown above and the costs for future years will be determined once new salary and benefits are established.

Financials

**SALARY AND BENEFITS FOR SRO OFFICER
2017-2018 and 2018-2019 School Years**

These are to be determined per collective bargaining agreement which expires December 31, 2016.

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

**COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY
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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 2016-2017, 2017-2018, and 2018-2019 school year.

**Olentangy Local Schools
Delaware County Sheriff's Office
School Resource Officer Agreement
2016-2018 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

Legitimacy through protecting and serving with empathy, competency, and diligence. To be known as one of Ohio's finest by upholding the Constitution and applying the Rule of Law.

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

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are not entitled to any of the benefits enjoyed by employees of the Olentangy Local Schools.

Parties Responsible For Their Own Actions:

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

Termination:

A. Termination for the Convenience:

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

Civil Rights:

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

Accessibility of Programs to the Disabled /Handicapped:

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

Drug- Free Workplace

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

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:
Jennifer Iceman
Olentangy Local Schools
814 Shanahan Road Ste 100
Lewis Center, Ohio 43035

Sheriff:
Russell L Martin
Delaware County Sheriff
Delaware County Sheriff's Office

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

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

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

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

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

> The Ohio Revised Code, the Ohio Administrative Code, Ohio's Public Records Law as relevant to the Delaware County Sheriff's Office policy and 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.

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> 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 Olentangy Local School District. During any critical incident occurring on school property the S.R.O. will act as a liaison between school administration, Delaware County Sheriff's Office and other emergency resources. The S.R.O.'s will be on the school's disaster committee.

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

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

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

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 PER SRO OFFICER
2016-2017 School Year
SALARY and OVERTIME**

Rate	Hours	Sub-Total	Longevity	TOTAL
\$33.01	2080	\$68,660.80	\$2,000.00	\$70,660.80
\$49.52	80	\$ 3,961.60		\$ 3,961.60
				\$74,622.40

BENEFITS

Insurance	OPERS	Workers' Comp	Medicare	TOTAL
\$19,282.80	\$13,506.65	\$746.22	\$1,082.02	\$34,617.69
				\$34,617.69

GRAND TOTAL - \$109,240.09 x 5 = \$546,200.45

Total to be paid by School (per deputy):	\$54,620.04 x 5	=	\$273,100.20
Total to be paid by County (per deputy):	\$54,620.05 x 5	=	\$273,100.25

- The above figures are for a top-paid deputy with twenty (20) plus years of service with the Delaware County Sheriff's Office. They are based on 2016 salary rates per the labor union contract and current health insurance and Workers' Comp costs. Eighty (80) hours of overtime have been built into the figures. Overtime will not be billed unless the deputy worked overtime for a school related function at the request of the school.
- These figures will be adjusted to salary rates awarded in the Delaware County Sheriff's Office Labor

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Union Contract for the Deputy Sheriff Unit beginning January 1, 2017. Health insurance and Workers' Comp rates will be adjusted, if necessary.

The school agrees to pay the Delaware County Sheriff's Office fifty percent (50%) of the actual salary, overtime and benefits of each SRO Officer covered under this agreement. The 2016 rates are shown above and the costs for future years will be determined once new salary and benefits are established.

**Financials
SALARY AND BENEFITS FOR SRO OFFICER
2017-2018 and 2018-2019 school years**

This is to be determined per collective bargaining agreement which expires December 31, 2016.

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.

Approved as to form:

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 2016-2017, 2017-2018, and 2018-2019 school year.

**Buckeye Valley Local Schools
Delaware County Sheriff's Office
School Resource Officer Agreement
2016-2018 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

Legitimacy through protecting and serving with empathy, competency, and diligence. To be known as one of Ohio's finest by upholding the Constitution and applying the Rule of Law.

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.

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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 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 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 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,

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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 84) 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:

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:
Andrew Miller, Superintendent
Buckeye Valley Local Schools
679 Coover Road
Delaware, Ohio 43015

Sheriff:
Sheriff Russell L Martin
Delaware County Sheriff
Delaware County Sheriff's 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 Buckeye Valley Local Schools and the Delaware County Sheriff's Office.

Duties of the S.R.O. - The primary function of the S.R.O. will be to provide a safe and secure school environment, serve as an educational resource and serve as a liaison between the school and the Sheriff's Office. Specific daily assignments to accomplish this function will vary by school. The S.R.O. and school principal or designee will meet to discuss plans and strategies to address specific issues or needs that may arise. The S.R.O. will not be utilized in a parking enforcement role or any other school administrative assignment.

Role in Crime Suppression - One of the S.R.O.'s roles will be enforcement to include traditional criminal

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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 Buckeye Valley Local Schools policies will govern sharing of information.

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

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

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

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

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

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

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

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

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

>Items being searched may contain dangerous items.

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

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

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

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

**FINANCIALS
SALARY AND BENEFITS PER SRO OFFICER
2016-2017 School Year
SALARY and OVERTIME**

Rate	Hours	Sub-Total	Longevity	TOTAL
\$33.01	2080	\$68,660.80	\$2,000.00	\$70,000.80
\$49.52	80	\$ 3,961.60		\$ 3,961.60
				\$74,622.40

BENEFITS

Insurance	OPERS	Workers' Comp	Medicare	TOTAL
\$19,282.80	\$13,506.65	\$746.22	\$102.02	\$34,617.69
				\$34,617.69

GRAND TOTAL - \$109,240.09

Total to be paid by School (per deputy): \$54,620.04
 Total to be paid by County (per deputy): \$54,620.05

- The above figures are for a top-paid deputy with twenty (20) plus years of service with the Delaware County Sheriff's Office. They are based on 2016 salary rates per the labor union contract and current health insurance and Workers' Comp costs. Eighty (80) hours of overtime have been built into the figures. Overtime will not be billed unless the deputy worked overtime for a school related function at the request of the school.
- These figures will be adjusted to salary rates awarded in the Delaware County Sheriff's Office Labor Union Contract for the Deputy Sheriff Unit beginning January 1, 2017. Health insurance and Workers' Comp rates will be adjusted, if necessary.

The school agrees to pay the Delaware County Sheriff's Office fifty percent (50%) of the actual salary, overtime and benefits of each SRO Officer covered under this agreement. The 2016 rates are shown above and the costs for future years will be determined once new salary and benefits are established.

**Financials
SALARY AND BENEFITS FOR SRO OFFICER
2017-2018 and 2018-2019 school years**

This is to be determined per collective bargaining agreement which expires December 31, 2016.

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,

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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 2016-2017, 2017-2018, and 2018-2019 school year.

**Delaware Area Career Center
Delaware County Sheriff's Office
School Resource Officer Agreement
2016-2018 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

Legitimacy through protecting and serving with empathy, competency, and diligence. To be known as one of Ohio's finest by upholding the Constitution and applying the Rule of Law.

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.

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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.

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 BBS 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

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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

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:
Mary Beth Freeman Superintendent
Delaware Area Career Center
4565 Columbus Pike
Delaware, OH 43015

Sheriff:
Russell L. Martin
Delaware County Sheriff
Delaware County Sheriff's Office
149 North Sandusky Street, 2nd Floor
Delaware, OH 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.

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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 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

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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.

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 PER SRO OFFICER
2016-2017 School Year
SALARY and OVERTIME**

Rate	Hours	Sub-Total	Longevity	TOTAL
\$33.01	2080	\$68,660.80	\$2,000.00	\$70,660.80
\$49.52	80	\$ 3,961.60		\$ 3,961.60
				\$74,622.40

BENEFITS

Insurance	OPERS	Workers' Comp	Medicare	TOTAL
\$19,282.80	\$13,506.65	\$746.22	\$1,082.02	\$34,617.69
				\$34,617.69

GRAND TOTAL - \$109240.09

Total to be paid by School (per deputy): \$54,620.04
 Total to be paid by County (per deputy): \$54,620.05

- The above figures are for a top-paid deputy with twenty (20) plus years of service with the Delaware County Sheriff's Office. They are based on 2016 salary rates per the labor union contract and current health insurance and Workers' Comp costs. Eighty (80) hours of overtime have been built into the figures. Overtime will not be billed unless the deputy worked overtime for a school related function at the request of the school.
- These figures will be adjusted to salary rates awarded in the Delaware County Sheriff's Office Labor Union Contract for the Deputy Sheriff Unit beginning January 1, 2017. Health insurance and Workers' Comp rates will be adjusted, if necessary.

The school agrees to pay the Delaware County Sheriff's Office fifty percent (50%) of the actual salary, overtime and benefits of each SRO Officer covered under this agreement. The 2016 rates are shown above and the costs for future years will be determined once new salary and benefits are established.

**Financials
SALARY AND BENEFITS FOR SRO OFFICER
2017-2018 and 2018-2019 School Years**

These are to be determined per collective bargaining agreement which expires December 31, 2016.

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

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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 2016-2017, 2017-2018, and 2018-2019 school year.

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

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RESOLUTION NO. 16-834

RESOLUTION OF NECESSITY FOR THE PURCHASE OF ONE AUTOMOBILE FOR THE USE OF THE DELAWARE COUNTY SHERIFF'S OFFICE OR ITS EMPLOYEES:

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

WHEREAS, pursuant to section 307.41 of the Revised Code, the Board of County Commissioners of Delaware County, Ohio (the "Board") may find, by resolution of necessity, that it is necessary to purchase motor vehicles to be used by the Board, by any county department, board, commission, office or agency, or by any elected county official or his or her employees; and

WHEREAS, the Delaware County Sheriff has demonstrated a need for one (1) additional motor vehicle;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby finds that it is necessary to purchase one (1) SUV for use by the Sheriff's Office or its employees, at an estimated cost not to exceed \$25,000.00.

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

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RESOLUTION NO. 16-835

IN THE MATTER OF APPROVING THE SUBMISSION OF THE OHIO DEPARTMENT OF MENTAL HEALTH AND ADDICTION SERVICES SPECIALIZED DOCKET PAYROLL SUBSIDY PROJECT FUNDING (Drug Court Docket):

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

Grant # Specialized Docket Payroll Subsidy
Source: Ohio Department of Mental Health and Addiction Services
Subsidy Period: July 1, 2016 to June 30, 2017

Subsidy Amount: \$ 28,326.00
Local Match: \$ 0
Total Subsidy Amount: \$ 28,326.00

This Subsidy opportunity will support the Drug Court Docket Administrator's salary for this time period.

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

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RESOLUTION NO. 16-836

IN THE MATTER OF APPROVING THE SUBMISSION OF THE OHIO DEPARTMENT OF MENTAL HEALTH AND ADDICTION SERVICES SPECIALIZED DOCKET PAYROLL SUBSIDY PROJECT FUNDING (Mental Health Docket):

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

Grant # Specialized Docket Payroll Subsidy
 Source: Ohio Department of Mental Health and Addiction Services
 Subsidy Period: July 1, 2016 to June 30, 2017

 Subsidy Amount: \$ 14,127.00
 Local Match: \$ 0
 Total Subsidy Amount: \$ 14,127.00

This Subsidy opportunity will support the Mental Health Docket Administrator’s salary for this time period.

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

Discussion On A Possible Resolution; Approving A Supplemental Appropriation For Adult Court Services:

Supplemental Appropriation
 25722304-5345 *Intensive Supervision Probation/Safety and Security Services* 14,000.00

Resolution no. 16-837 not utilized

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RESOLUTION NO. 16-838

IN THE MATTER OF APPROVING THE FOURTH SUPPLEMENTAL DEVELOPER’S AGREEMENT BETWEEN NORTHSTAR RESIDENTIAL DEVELOPMENT, LLC AND THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY:

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

**FOURTH SUPPLEMENTAL DEVELOPER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER**

SECTION I: INTRODUCTION

This Fourth Supplemental Agreement is made and entered into on this 22nd day of August 2016, by and between NorthStar Residential Development, LLC, an Ohio limited liability company, as successor-in-interest to Northstar Land LLC (hereinafter called “Developer”), and the Delaware County Board of Commissioners (hereinafter called “County Commissioners” or “County”). The Developer and County intend this Agreement to serve as a Fourth Supplemental Agreement to the following agreements:

- A. Developer’s Agreement for Northstar Water Reclamation Facility Improvement Plans by and between Northstar Land LLC and the County, approved on August 3, 2006 per Resolution 06-1002, as modified by that Supplemental Developer’s Agreement by and between Developer and the County, approved on December 2, 2014 per Resolution 14-1389, further modified by that Second Supplemental Developer’s Agreement approved on August 20, 2015 per Resolution No. 15-976, and further modified by that Third Supplemental Developer’s Agreement approved on September 17, 2015 per Resolution 15-1142 (jointly, the “DEVELOPER’S AGREEMENT”).
- B. Sanitary Subdivider’s Agreement for Northstar Section 1, Phase D approved on February 3, 2014 per Resolution No. 14-111.
- C. Sanitary Subdivider’s Agreement for Northstar Section 1, Phase C, Part 1 approved on January 27, 2014 per Resolution No. 14-85.
- D. Sanitary Subdivider’s Agreement for Northstar Section 1, Phase C, Part 2 approved on September 11, 2014 per Resolution No. 14-1024.
- E. Sanitary Subdivider’s Agreement for Northstar Section 2, Phase A approved on January 27, 2014 per Resolution No. 14-86.

All provisions from the above-referenced documents shall remain in effect unless otherwise modified herein.

SECTION II: SCOPE OF WORK

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The Developer is to construct, install or otherwise make all public improvements (the "Repairs") shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for NorthStar Development Water Reclamation Facility Structural Repairs, which drawings and specifications are dated September 11, 2015 (the "PLANS"), and which were approved by the County on September 17, 2015, by Resolution No.

15-1141, all of which are a part of this Agreement. The Developer shall pay the entire cost and expense of the Repairs. The Repairs including punch list items shall be completed by October 30, 2016. The Developer shall be allowed to connect seventy-four (74) lots (14 original and 60 additional lots) within the Subdivision to the Improvements until the Repairs are completed and the Facility is operational again, as determined by the Delaware County Sanitary Engineer in his sole discretion. The seventy-four (74) lots are not limited to the lots located in Section 1, Phase D of the Subdivision.

SECTION III: FINANCIAL WARRANTY

In lieu of providing the performance bond, certified check, irrevocable letter of credit or other financial warranty in the amount of \$695,229.00 required under the DEVELOPER'S AGREEMENT, upon its execution of this Fourth Supplemental Developer's Agreement, the Developer shall furnish to the Delaware County Sanitary Engineer a maintenance bond, or other approved financial warranties, in the amount of one million dollars (\$1,000,000), which bond or other approved financial warranties shall remain in effect for two (2) years following final acceptance of the Repairs by the COUNTY.

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

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RESOLUTION NO. 16-839

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR LIBERTY TRACE SECTION 2 AND THE COURTYARDS AT BRADFORD COURT:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve the following sanitary sewer improvement plans for Liberty Trace Section 2 and The Courtyards at Bradford Court for submittal to the Ohio EPA for their approval.

WHEREAS, the Sanitary Engineer recommends the sanitary sewer improvement plans for submittal to the Ohio EPA for their approval.

THEREFORE BE IT RESOLVED, that the Board of Commissioners approve the sanitary sewer improvement plans for Liberty Trace Section 2 and The Courtyards at Bradford Court for submittal to the Ohio EPA for their approval.

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

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RESOLUTION NO. 16-840

IN THE MATTER OF REDUCING THE SOLID WASTE TIPPING FEES FOR DELAWARE COUNTY FAIR TRASH:

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

WHEREAS, the Board of County Commissioners of Delaware County has an Agreement with Central Ohio Contractor, Inc. (COC) for the operation of the Delaware County Solid Waste Transfer Station and the disposal of solid waste, and

WHEREAS, the Delaware County Fair has requested relief related to its solid waste tipping fees, and

WHEREAS, Central Ohio Contractors, Inc. has agreed to assist the Fair by reducing its portion of the tip fee by 50%, and

WHEREAS, the Board of County Commissioners wishes to waive the seven percent (7%) county surcharge for the 2016 Delaware County Fair.

NOW THEREFORE BE IT RESOLVED, that the Board of County Commissioners of Delaware County does hereby reduce the solid waste tip fee rates by waiving the seven percent (7%) county surcharge for the 2016 Delaware County Fair.

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

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RESOLUTION NO. 16-841**IN THE MATTER OF ADOPTING UPDATES IN THE DELAWARE COUNTY PERSONNEL POLICY MANUAL:**

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

WHEREAS, the Delaware County Board of Commissioners adopted the Personnel Policy Manual on April 29, 2013 and subsequently amended said Personnel Policy Manual based upon best practices recommended by the County Risk Sharing Authority; and

Whereas, the Assistant County Administrator/ Director of Administrative Services recommends updates to the Personnel Policy Manual for the following: Drug and Alcohol Policy.

WHEREAS, Employees should note the updates in their manuals with the understanding that the remainder of the manual remains in full force and effect. The updated manual can be found on the Delaware County Website at www.co.delaware.oh.us

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio, that the Delaware County Personnel Policy Manual be amended to include updates to the Drug and Alcohol Policy.

IX. DRUG AND ALCOHOL POLICY**A. Drug-Free Workplace**

Alcoholism and drug addiction are treatable diseases. Therefore, employees who believe that they may have an alcohol or drug addiction problem are encouraged to seek professional treatment and assistance. No employee who seeks such treatment or assistance prior to detection will have his job security, promotional opportunities, or other job conditions jeopardized by a request for treatment. The individual's right to confidentiality and privacy will be recognized in such cases. The County will reasonably accommodate a recovering employee's alcohol or drug addiction in accordance with federal and state law.

Treatment pursuant to this accommodation policy will not result in any special regulations, privileges, or exemptions from standard administrative procedures, practices, or policies including disciplinary action. The County may take disciplinary action for any violations of work rules, regardless of the effect of alcohol or drug abuse. Nothing in this policy shall be construed to condone or exonerate employees from their misconduct or poor performance resulting from a drug or alcohol problem.

The County maintains a drug and alcohol free workplace¹ in order to eliminate the inherent risks and liability to the County, the affected employee, co-workers and the public. Employees are hereby notified that the manufacture, distribution, dispensing, possession, use or being under the influence of alcohol, drugs or other controlled substance is strictly prohibited during working hours at any location where employees are conducting County business. Also prohibited is the illegal use of legal substances.

In order to further the County's objective of maintaining a safe, healthful, and drug-free workplace, the County may require an employee to submit to a urine and/or blood test if there is reasonable suspicion to believe that an employee is under the influence of a controlled substance or alcohol. Refusal to submit to a drug or alcohol test and/or to release the results of the same shall be considered insubordination and will be construed as a positive test result.

Employees are put on notice that an employee who is under the influence of drugs or alcohol may forfeit their right to obtain workers compensation benefits. The law establishes a rebuttable presumption that if an injured worker tests positive for the use of drugs or alcohol, the worker will have to prove the use of drugs or alcohol did not cause the accident. A refusal to test for the use of drugs or alcohol will also establish the presumption. Employees who are involved with a workplace accident may be required to undergo drug and/or alcohol testing in accordance with this policy.

B. Drug Policy

¹ As set forth in detail in paragraph B 8 below medical marijuana use as authorized by state law is not exempted from the County's drug and alcohol free workplace policy, constitutes a violation of this policy, and employees are subject to discipline up to and including discharge for any violation of this policy, including use of medical marijuana.

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1. Controlled Substance: Means any controlled substance contained in Schedules 1 through V of Section 202 of the Controlled Substance Act (21 U.S.C. § 812; or as defined in § 3719.01 O.R.C.).
2. Conviction: Means any finding of guilt, including a plea of *nolo contendere* (no contest) or the imposition of a sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.
3. Criminal Drug Statute: Means a criminal statute involving manufacture, distribution, dispensation, use, or possession of any controlled substance. For purposes of this policy all definitions will be consonant with O.R.C. § 3719.01 *et seq.*
4. The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance by any employee which takes place in whole or in part in the employer's work place is strictly prohibited and will result in criminal prosecution and employee discipline
5. Any employee arrested or convicted of any Federal or State criminal drug statute must notify the employer of that fact immediately, but in no event longer than five (5) calendar days, of the arrest or conviction.
6. Any employee who reports for duty in an altered or impaired condition which is the result of the illegal use of controlled substances and/or alcohol will be subject to disciplinary action up to and including removal. Any decision to take disciplinary action may be held in abeyance pending the completion by the employee of a drug rehabilitation program.
7. Any employee arrested or convicted of a drug or alcohol offense, who fails to timely report the arrest or conviction, may be terminated from employment and/or held civilly liable for any damage caused, including a loss of state or federal funds, resulting from the misconduct.
8. The County has a zero tolerance policy for employees who are under the influence of drugs or alcohol while at work. Employees who are using medical marijuana as authorized by Ohio law are not exempt from this policy in any way. The use of marijuana in any form for any purpose, authorized for medicinal purposes or unauthorized, will be treated the same as the use of all other Schedule 1 controlled substances, illegal drugs, or the abuse of legal drugs. Employees using Schedule 1 controlled substances or illegal drugs, including medical marijuana authorized by and in accordance with Ohio law, are still subject to all provisions of this policy and may be subject to discipline including termination for such use.

C. The Drug/Alcohol Testing Policy.

1. In order to maintain a safe and healthful work environment, the County reserves the right to set standards for employment and to require employees to submit to physical examinations including blood or urine tests for alcohol, illegal drugs, or the misuse of legal drugs where there is reasonable suspicion that an employee's work performance is, or could be, affected by the condition.
2. Where the County has a reasonable suspicion to believe that the employee is in violation of this policy, it may require the employee to go to a medical clinic, at the County's expense, to provide blood and/or urine specimens. Reasonable suspicion shall generally mean suspicion based on personal observation by a County representative, including descriptions of appearance, behavior, speech, breath, or inexplicable behavior.
3. If requested, the employee shall sign a consent form authorizing the clinic to withdraw a specimen of blood or urine and release the test results to the County. Refusal to sign a consent form or to provide a specimen will constitute insubordination and a presumption of impairment and may result in discharge.
4. Any employee who tests positive may request retesting of the original specimen at their own expense.
5. Employees who test positive for illegal substance abuse or misuse of legal drugs and/or alcohol may be offered rehabilitation through the County Employee Assistance Program. Any costs related to the rehabilitation shall be paid by the employee. Employees must take any available, accumulated, paid or unpaid leave during their absence. Failure to fully participate in or successfully complete such a rehabilitation program may result in disciplinary action.
6. Employees who return to work after the successful rehabilitation will be subject to random drug tests for a period of two years from the date of their return.

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7. Employees subject to random drug tests who refuse to participate in the drug/alcohol testing and/or rehabilitation program or who continue to test positive for substance abuse will face additional disciplinary actions, up to and including removal.
8. Any employee involved in an accident may be subject to post accident alcohol and drug/alcohol testing.
9. Employees who are required to hold a commercial driver’s license (CDL) will be required to participate in the County’s drug and alcohol testing program as required by federal law which includes pre-employment testing, post-accident testing, random testing, reasonable suspicion testing, and return-to-work testing. Policies and procedures for these programs will be consistent with federal law and will be made available to employees required to hold CDL’s and their supervisors.

D. Discipline.

The County may discipline an employee, for any violation of this policy. Nothing herein shall be construed as a guarantee that the County will offer an opportunity for rehabilitation. Failure to successfully complete or participate in a prescribed rehabilitation program, if offered, shall result in the employee’s discharge [including a refusal to test or a positive test result on a return to duty or follow-up test]. No employee shall be provided more than one opportunity at rehabilitation. The County’s decision whether to discharge an employee shall be made on the basis of the circumstances surrounding the employee’s positive drug or alcohol test and considerations such as any other misconduct resulting from the employee’s substance abuse (e.g. injury, property damage, etc) the employee’s work record, and other factors traditionally considered when determining whether to retain an employee.

E. Refusal to Test.

Employees who refuse to submit to the required testing shall be subject to disciplinary action up to and including discharge. A refusal to test for purposes of this policy shall include:

1. Failure to provide a sufficient sample provided there does not exist a valid medical explanation as to why the employee was unable to do so;
2. Any conduct that attempts to obstruct the testing process such as unavailability, leaving the scene of an accident without proper authorization, delay in providing a sample, adulterating, substituting or attempting to adulterate or substitute a specimen during the testing process, regardless of whether such attempt results in a negative or positive diluted sample;
3. Failure to execute or release forms required as part of the testing process.

F. Prescription/OTC Medications.

Employees must inform the County if they are taking any medication that may impair their ability to perform their job. Employees on such medications must provide a written release from their treating licensed medical practitioner indicating that they are capable of performing their essential job functions, with or without reasonable accommodation. Employees are prohibited from performing any County function or duty while taking legal drugs that adversely affect their ability to safely perform any such function or duty.

Employee use of prescription or over-the counter drugs must be utilized for medical reasons, taken at the dosage and frequency of use prescribed on the label, and, in the case of prescription drugs, prescribed to employees for medical reasons by a licensed medical practitioner. An employee’s use of the prescription or over-the-counter drugs shall not affect the employee’s job performance, threaten the safety, productivity, public image or property of the County or its employees, or result in criminal behavior.

Updated August 2016

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

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RESOLUTION NO. 16-842

IN THE MATTER OF DELEGATING AUTHORITY TO THE COUNTY ADMINISTRATOR TO EXECUTE A POWER OF ATTORNEY ON BEHALF OF THE BOARD OF COMMISSIONERS IN FURTHERANCE OF SETTLEMENT OF AN INSURANCE CLAIM:

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

WHEREAS, pursuant to section 305.30 of the Revised Code, the Delaware County Board of Commissioners (the

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“Board”) may delegate specific authority to the County Administrator for performing additional duties as the Board may determine by resolution; and

WHEREAS, the Board is the titled owner of a motor vehicle that was the total loss in an accident covered by a third-party insurer; and

WHEREAS, as a part of the claim settlement, the third-party insurer will be required to transfer title of the Board’s vehicle, necessitating a power of attorney to effect the transfer;

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

Section 1. The Board hereby authorizes the County Administrator to settle, and execute a power of attorney on behalf of the Board in furtherance of settlement of, State Farm Insurance Claim #35-906X-458.

Section 2. This Resolution shall take effect immediately upon adoption.

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

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ADMINISTRATOR REPORTS

Ferzan Ahmed, County Administrator

-Attended the Washington Township meeting last night. That township is made up of three different counties (Delaware, Franklin and Union). Trustee King stated that the Delaware County residents are the most engage of all of their residents. She also appreciates all of the work Director Brandt and Rep. Brenner did on House Bill 277.

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COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Merrell

-Attended the Liberty Township Comprehensive Plan meeting.
-Regional Planning is this evening at 6:30.

Commissioner Benton

-The Delaware Partnership is here tomorrow morning.

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners