

**IN THE MATTER OF SETTING DATE AND TIME TO RECEIVE BIDS FOR THE DEMOLITION OF THE DOSECK PROPERTY LOCATED AT 04512 SHIPMAN ROAD, ST. MARYS, OHIO.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 1st day of December, 2022.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, the Board of Auglaize County Commissioners on the behalf City of St. Marys would like to demolish the Doseck property located at 04512 Shipman Road, St. Marys, Ohio using Ohio Department of Development Building Demolition and Site Revitalization Program Grant Funding; and,

**WHEREAS**, specifications have been drafted for the demolition project, making it necessary to set a date and time to open bids for said project.

**THEREFORE BE IT RESOLVED** that the Board of County Commissioners, Auglaize County, Ohio, does hereby set: **December 20, 2022 at 10:00 a.m.** as the following time to receive bids for the “Demolition and Removal of the Doseck Demolition Project” located at 04512 Shipman Road, St. Marys, Ohio in the Commissioners’ Chambers, located at 209 S. Blackhoof Street, Room 201, Wapakoneta, Ohio.

Commissioner Spencer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this  
1st day of  
December, 2022

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

David Bambauer, yes  
David Bambauer

John N. Bergman, yes  
John N. Bergman

Douglas A. Spencer, Yes  
Douglas A. Spencer

cc: City of St. Marys

**BOARD OF COUNTY COMMISSIONERS**  
**AUGLAIZE COUNTY, OHIO**  
*209 S. Blackhoof St., Wapakoneta, Ohio 45895*

Phone: 419-739-6710

Fax: 419-739-6711

November 29, 2022

TO: Wapakoneta Daily News/The Evening Leader

FROM: Board of County Commissioners, Auglaize County, Ohio

RE: Legal Notice to be published in The Wapakoneta Daily News and the Evening Leader

Please publish, in the Legal Section of The Wapakoneta Daily News and The Evening Leader, the following Legal Notice on **Thursday, December 1, 2022**.

Please send Certificate of Publication to:

Board of County Commissioners  
209 S. Blackhoof St., Room 201  
Wapakoneta, OH 45895

Thank you.

Esther Leffel  
BOCC Clerk

## **NOTICE TO CONTRACTOR**

Public Notice is hereby given that the Auglaize County on behalf of the City of St. Marys will receive sealed bids until 10:00 a.m. local time, December 20, 2022. The bids for the project must be mailed or hand delivered to the Board of County Commissioners, 209 South Blackhoof Street, Room 201, Wapakoneta, Ohio 45895 in the sealed envelope marked "Demolition and Removal of the Doseck Farm Demolition Project.

Plans and specifications are on file and available at the Auglaize County Commissioners' Office, 209 South Blackhoof Street, Room 201, Wapakoneta, Ohio 45895.

All demolition and final clean-up work shall be completed and ready for final inspection on or before May 31, 2023.

Bidder shall furnish bond as required in Section 153.54 of the Ohio Revised Code.

No Bidders shall be permitted to withdraw his bid for a period of thirty (30) days after the time of opening of bids.

All bids are to be on a form furnished by the Auglaize County/City of St. Marys and submitted in a sealed envelope with the name of the Bidder and the project noted plainly on the outside.

Bidders are encouraged to inspect the project site prior to bidding on the project. Bidders may schedule visits through the City of St. Marys Engineer's office. All pre-bid inspections must be completed no later than five (5) days prior to the bid opening.

Auglaize County, Ohio, reserves the right to reject any or all bids.

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David Bambauer  
President of the BOCC

PUBLISH: December 1, 2022

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**IN THE MATTER OF AUTHORIZING THE PAYMENT OF THE COUNTY'S MANDATED SHARE OF PUBLIC ASSISTANCE FOR DECEMBER.**

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The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 1st day of December, 2022.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, it is necessary to pay the county's mandated share of Public Assistance for December.

**THEREFORE, BE IT RESOLVED** that the Board does authorize the County Auditor to make the following payment:

**From: 001-0905-533500 – Public Assistance Grant**  
**Amount: \$ 5,550.17**  
**To: 006-0400-400101 – Public Assistance**

Commissioner Spencer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this 1st day  
of December, 2022

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

David Bamson, yes  
David Bambauer

John N. Bergman, yes  
John N. Bergman

Douglas A. Spencer, yes  
Douglas A. Spencer

cc: County Auditor  
Jobs & Family Services

**IN THE MATTER OF DOCUMENTING THE RECEIPT OF THE BIDS AND AWARDING THE BID TO ERIE ENVIRONMENTAL FOR THE ASBESTOS REMOVAL – 14274 MOULTON-FORT AMANDA ROAD PROJECT, WAPAKONETA, OHIO, USING STATE OF OHIO, DEPARTMENT OF DEVELOPMENT, BUILDING DEMOLITION AND SITE REVITALIZATION PROGRAM; AND AUTHORIZING THE EXECUTION OF CONTRACT.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 1st day of December, 2022.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, in Resolution #22-489 dated November 1, 2022, the Board of County Commissioners set the date, November 22, 2022 at 10:00 a.m. as the date and time to receive proposals for the Asbestos Removal – 14274 Moulton-Fort Amanda Road, Wapakoneta, Ohio Project to be funded through State of Ohio, Department of Development, Demolition Building and Site Revitalization Program; and,

**WHEREAS**, the Board of County Commissioners did open four proposals for said project; same being as follows:

	<b>Bid</b>
<b>From: Erie Environmental, Port Clinton, Ohio</b>	<b>\$26,856.00;</b>
<b>Total Environmental Services LLC, Toledo, Ohio</b>	<b>\$35,000.00;</b>
<b>Environmental Demolition Group, LLC, Erlanger, KY</b>	<b>\$30,500.00;</b>
<b>Complete Demolition Services, Louisville, KY</b>	<b>\$54,200.00;</b>
<b>Estimate - \$68,325.00;</b> and,	

**WHEREAS**, those present at the time of the bid opening were Commissioners and one bidder; and,

**WHEREAS**, the Board presented the proposals, as received, to County Administrator for review and a verbal recommendation was given to award the bid to Erie Environmental, Port Clinton, Ohio as it appears to be the lowest, responsible and complete bidder.

**THEREFORE, BE IT RESOLVED** that the Board of Commissioners, Auglaize County, Ohio, does hereby document the receipt and opening of the above mentioned proposals for the Asbestos Removal – 14274 Moulton-Fort Amanda Road, Wapakoneta, Ohio Project being funded State of Ohio, Department of Development, Building Demolition and Site Revitalization Program funds; and,

**BE IT FURTHER RESOLVED** that the Board of Commissioners, Auglaize County, Ohio, does hereby award the bid for the Asbestos Removal – 14274 Moulton-Fort Amanda Road, Wapakoneta, Ohio Project, in the amount of \$26,856.00, using State of Ohio, Department of Development, Building Demolition and Site Revitalization Program funds; and,

**BE IT STILL FURTHER RESOLVED**, that said Board of County Commissioners does authorize contract and sustaining documentation to be prepared for this award; and does further authorize the execution of the project contract by the Board of County Commissioners.

Commissioner Spencer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this  
1<sup>st</sup> day of  
December, 2022

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

David Bambauer, yes  
David Bambauer

John N. Bergman, yes  
John N. Bergman

Douglas A. Spencer, yes  
Douglas A. Spencer

cc: Property Owner  
Bidders

**IN THE MATTER OF AUTHORIZING BUDGET ADJUSTMENTS.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 1st of December, 2022.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

WHEREAS, the Board has been requested to authorize budget adjustments as follows:

<u>General – BOCC - Fund</u>		
<b>Amount:</b>	<b>From:</b>	<b>To:</b>
\$10,000.00	001.0906.530600 (Contract Services)	001.0402.530500 (Contract Repairs)
\$12,000.00	001.0402.530400 (Equipment)	001.0402.530301 (Office Supplies)

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio does hereby authorize the County Auditor to complete the budget adjustments as mentioned above.

Commissioner Spencer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this  
1st day of  
December, 2022

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

David Bambauer, yes  
David Bambauer

John N. Bergman, yes  
John N. Bergman

Douglas A. Spence, yes  
Douglas A. Spence

cc: County Auditor  
County Administrator

**IN THE MATTER OF APPROVING THE AMENDED LEASE AGREEMENT WITH ODEM AT AUGLAIZE LLC AND THE AUGLAIZE COUNTY JOB & FAMILY SERVICES AS THE OHIO MEANS JOBS OPERATOR FOR AUGALIZE COUNTY AND RATIFYING THE JFS DIRECTOR SIGNATURE FOR SAID AMENDMENT.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 1st day of December, 2022.

Commissioner Bergman the adoption of the following:

**RESOLUTION**

**WHEREAS**, in Resolution #22-004 dated January 6, 2022 the Auglaize County Board of Commissioners authorized the ACDJFS OhioMeansJob (OMJ) Center (Tenant) lease agreement with ODEM at Auglaize LLC (Landlord); and,

**WHEREAS**, the original agreement needs to be amended effective 01/01/2023 – The Landlord agrees to rent to the Tenant the office rental Room #248 (approximately 127.27 sq. ft. for an additional \$160.00 per month.

**THEREFORE, BE IT RESOLVED** that the Board of Commissioners, Auglaize County, Ohio does hereby approve and authorize the First Amendment to the Amended Lease Agreement with ODEM at Auglaize LLC, ACDJFS Ohio Means Jobs (OMJ) and shall be effective January 1, 2023; and,

**BE IT FURTHER RESOLVED** that the Board does hereby ratify the signature of the Jobs and Family Service Director, Julie Gossard, for approval of the amended lease agreement; and,

**BE IT FURTHER RESOLVED** that said First Amendment be hereto attached and thus be made a part of this Resolution.

Commissioner Spencer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this  
1st day of  
December, 2022

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

David Bambaue, yes  
David Bambaue

John N. Bergman, yes  
John N. Bergman

Douglas A. Spencer, Yes  
Douglas A. Spencer

✓ cc: Auglaize County Job and Family Services

**IN THE MATTER OF DOCUMENTING THE RECEIPT OF BIDS AND AWARDING THE BID TO DEGEN EXCAVATING FOR THE CDBG PY2021 NEIGHBORHOOD REVITALIZATION GRANT (NRG) PROJECT: VILLAGE OF WAYNESFIELD IMPROVEMENTS PROJECT, USING PY2021 CDBG NEIGHBORHOOD REVITALIZATION GRANT FUNDS; AND AUTHORIZING THE EXECUTION OF CONTRACT.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 1st day of December, 2022.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, in Resolution #22-472 dated October 25, 2022, the Board of County Commissioners set the date to receive bids for the Waynesfield Improvements Project to be funded through PY2021 CDBG Neighborhood Revitalization Grant (NRG) Program; and,

**WHEREAS**, the Board of County Commissioners did open the bids for said project; same being as follows:

Company	Amount
Miller Contracting Group, 17359 State Route 66, Ottoville, OH 45876	\$1,334,774.50
Degen Excavating Co., Inc., 1920 Bible Road, Lima, OH 45801	\$1,292,423.57
Tom's Construction, 821 Cooper Ave., St. Henry, OH 45883	\$1,344,285.00

Estimate - **\$1,330,000.00**; and,

**WHEREAS**, those present at the time of the bid opening were Commissioners, Access Engineering Representative, Village of Waynesfield representative and three bidders; and,

**WHEREAS**, the Board presented the bids as received, to Access Engineering and the Village of Waynesfield, for their review and requested that upon the completion of said review that letters of recommendation be submitted as to a bid award to the Board; and,

**WHEREAS**, Access Engineering and the Village of Waynesfield have submitted letters of recommendations to award the bid to Degen Excavating Co., Inc., Lima, Ohio as it appears to be the most responsive bidder.

**THEREFORE, BE IT RESOLVED** that the Board of Commissioners, Auglaize County, Ohio, does hereby document the receipt and opening of the above mentioned bids for the Village of Waynesfield Improvements Project being funded with PY2021 CDBG NRG Program funds; and,

**BE IT FURTHER RESOLVED** that the Board of Commissioners, Auglaize County, Ohio, does hereby award the bid for the Village of Waynesfield Improvements Project, in the amount of \$1,292,423.57, using PY 2021 CDBG NRG Program grant up to the amount of \$700,000.00 and PY2021 CDBG Allocation \$15,000 funding. The Village of Waynesfield will make the additional financial commitment and pay up to \$577,423.57 and,

**BE IT STILL FURTHER RESOLVED**, that said Board of County Commissioners does authorize the contract and sustaining documentation to be prepared for this award; and does further authorize the execution of the project contract by the Board of County Commissioners.

Commissioner Spive seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this  
1st day of  
December, 2022

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

David Bambauer, Yes  
David Bambauer

John N. Bergman, Yes  
John N. Bergman

Douglas A. Spence, Yes  
Douglas A. Spence

cc: Poggemeyer Design Group  
✓ Access Engineering  
✓ Village of Waynesfield  
✓ Bidders





**IN THE MATTER OF AMENDING THE ANNUAL APPROPRIATION AS REQUESTED BY THE AUGLAIZE COUNTY BOARD OF DD.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 1st day of December, 2022.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, under date of January 4, 2022, the Annual Appropriation for Auglaize County was accepted, having been prepared with the 2022 Annual Amended Official Certificate of Estimated Resources which was given to the Board of County Commissioners by the County Auditor; and,

**WHEREAS**, County Auditor's Office informed the Board that an amendment was made to the Annual Amended Official Certificate of Estimated Revenue for the DD – ARPA Fund (186) by \$27,357.56; and,

**WHEREAS**, Auglaize CDBB Director of Business & Finance has requested that the Board amend the 2022 Annual Appropriation to reflect the following increase:

**Increase 186.0186.535800 (Reimbursement) by \$27,357.56.**

**THEREFORE BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio, does hereby order the 2022 Annual Appropriation Resolution be amended to show the changes as tabulated above.

Commissioner Spencer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this  
1st day of  
December, 2022

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

David Bambauer  
David Bambauer

John N. Bergman  
John N. Bergman

Douglas A. Spencer  
Douglas A. Spencer

cc:  County Auditor  
 County Administrator  
 DD Board

**IN THE MATTER OF AUTHORIZING A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE AUGLAIZE COUNTY SHERIFF, BOARD OF AUGLAIZE COUNTY COMMISSIONERS AND THE BOARD OF EDUCATION OF THE WAPAKONETA CITY SCHOOLS FOR THE POSITION OF A SCHOOL RESOURCE OFFICER.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 1st day of December, 2022.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, Sheriff Vorhees has presented a Memorandum of Understanding (MOU) between the Auglaize County Sheriff (“Sheriff”), the Board of Auglaize County Commissioners (“Commissioners”) and the Board of Education of Wapakoneta City Schools (“District”) for the Sheriff to maintain and assign a regularly scheduled School Resource Officer (“SRO”) to the District for the Cridersville Elementary School. The MOU shall commence on January 1, 2023 and remain in effect until May 31, 2025; and,

**WHEREAS**, pursuant to Section 311.29, 505.43 and 3313 of the Ohio Revised Code, Sheriff may enter into contracts with a school district, and a school district may enter into such contracts with the Sheriff, to render any police service to the contracting school; and,

**WHEREAS**, the Sheriff and District, pursuant to Sections 311.29 and 3313.951 of the Ohio Revised Code, desire to enter into this MOU.

**THEREFORE, BE IT RESOLVED** that said Board authorizes the Memorandum of Understanding between the Auglaize County Sheriff, the Board of Auglaize County Commissioners and Board of Education of the Wapakoneta City Schools. The Sheriff does hereby agrees to maintain and assign a regularly scheduled School Resource Office to the District for the Cridersville Elementary School and authorizes the execution of said Memorandum of Understanding (MOU) by the said Board; and,

**BE IT FURTHER RESOLVED** that this MOU will become part of this resolution.

Commissioner Spencer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this  
1st day of  
December, 2022

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

David Bambauer, yes  
David Bambauer

John N. Bergman, yes  
John N. Bergman

Douglas A. Spender, yes  
Douglas A. Spender

cc: Sheriff Vorhees  
Wapakoneta City Schools

**School Resource Officer Memorandum of Understanding**

This Memorandum of Understanding (this “*MOU*”) is entered into by and between the Auglaize County Sheriff (“*Sheriff*”), the Board of Auglaize County Commissioners (“*Commissioners*”) and the Board of Education of the Wapakoneta City Schools (“*District*”), collectively the “parties”, and shall become effective on the date last set forth on the signature page.

**Scope of Agreement and Services:**

Sheriff agrees to maintain and assign a regularly scheduled School Resource Officer (“*SRO*”) to the District for the Cridersville Elementary School (“*Cridersville*”).

Pursuant to Sections 311.29, 505.43 and 3313 of the Ohio Revised Code, Sheriff may enter into contracts with a school district, and a school district may enter into such contracts with the Sheriff, to render any police service to the contracting school.

Sheriff and District, pursuant to Sections 311.29 and 3313.951 of the Ohio Revised Code, desire to enter into this *MOU*.

NOW, THEREFORE, in consideration of the provisions set forth below, the parties hereby agree to the following:

**Mission Statement:**

To promote a safe and secure learning environment for students, faculty, staff and the school community.

**Goals:**

To promote a visible positive image of law enforcement interaction with students, teachers, staff and the school community;

To provide a safe and secure educational environment in partnership with the school system and law enforcement;

To serve as role model and develop a positive image with the student body; and to

Develop a mutual partnership to work with faculty and staff to create a well-rounded atmosphere within the school building(s) and on school grounds.

**Term of Contract:**

Upon the execution of all parties, this *MOU* shall commence on January 1, 2023 and remain in effect until May 31, 2025.

**District Responsibilities:**

The District shall perform the following tasks:

1. Give prompt notice to Sheriff whenever the District observes, or otherwise becomes aware of any fault or deficit in the service or any non-conformance with this MOU.
2. The District shall designate the Superintendent, Principal, or other designee as a point of contact to represent the District on a day-to-day basis and notify the Sheriff as to who shall serve as the District's point of contact. The point of contact:
  - a. Shall have the ability to authorize the coordination of services with the Sheriff.
3. The District will provide the SRO with a highly visible office that is readily accessible to students but capable of providing privacy when needed. The District will provide a private telephone, private phone line, computer, network and internet access, printer, desk, desk chair file cabinets and/or file drawers and other standard office furniture as agreed upon by the District and the Sheriff. District will supply the SRO with general office supplies such as paper, envelopes, folders, pens/pencils, stapler, paper clips, note pads and other items as may be mutually agreed upon by the parties to this MOU.

**Sheriff Responsibilities:**

Sheriff shall perform the following tasks:

1. Schedule the SRO to a forty-hour five-day week Monday through Friday with hours of work consistent with hours established for a normal school day. Hours of work can be adjusted based upon needs of the District and the SRO assignment for that day.
2. Make available to the SRO all professional development and training programs and other regular facilities of the Auglaize County Sheriff's Office.
3. Give prompt notice to the District whenever the Sheriff observes or becomes aware of any fault or deficit in the service or any non-conformance with this MOU.
4. The Sheriff will provide the District, on a mutually agreeable schedule, an assessment of the program and recommendations of any modifications.
5. Provide the SRO with one properly equipped and fueled patrol emergency vehicle for the period of time the SRO is working at the District.
6. Sheriff will provide standard issue duty weapon and ammunition to the SRO.
7. Provide the District with a periodic activity report when requested by the District. Sheriff or his representative will be available at District board meetings, as requested, to the extent possible.
8. The SRO will be provided with access to and/or copies of the District emergency management plan for Cridersville. The SRO will be provided a student's confidential and personally identifiable information only when the SRO is performing a service or function for which the District would use its employees, such as conducting threat assessments, promoting school safety, and protecting the physical security of students. The SRO will use this information only as directed and agrees to not re-disclose it without consent or a lawful exception to student

privacy laws. The parties agree the SRO's investigation reports, notes and other documents maintained by the SRO ("records") relate to the SRO's role as a Sheriff employee. These records will not be maintained by the District and are not student records.

#### **Non-Employment**

Deputy Sheriff Assignment and Supervision- the Sheriff shall be an independent contractor and neither the Sheriff nor any SRO shall be an employee of the school district. The Sheriff shall have the power and authority to hire, discharge and discipline SROs in his or her sole discretion. The SRO is a Sheriff employee and shall be under the control, supervision and administration of the Sheriff at all times of providing services under this MOU. While on duty in the school building(s) and/or on school grounds, the SRO will recognize Superintendent/School Principal's authority and cooperate with school officials, including administrators and faculty. In the event the District is not satisfied with the assigned SRO, it shall so notify the Sheriff who shall make reasonable attempts to address the areas in which the District is not satisfied and/or make reasonable attempts to replace the assigned SRO with another qualified individual.

#### **Qualifications for Student Resource Officer:**

The assigned SRO must possess:

A valid Ohio Peace Officer Training Commission Certificate in accordance with R.C. 3313.951(B)(1)(a);

Successfully complete training as an SRO through the Ohio School Resource Officer Association or an approved equivalent SRO training program as required by R.C. 3313.951(B)(1)(b);

Ability to conduct criminal investigations;

Have an understanding of applicable Federal and State laws, municipal, township and county ordinances/resolutions and District student code of conduct, policies and regulations;

Communication skills and abilities to effectively function within a school environment; and

An even temperament and adhere to the standard of conduct applicable to sworn law enforcement officers.

#### **Duties of SRO:**

The SRO shall

Provide a safe and secure school environment; serve as an educational resource and as a liaison between the District and the Sheriff. Specific daily assignments may vary to meet this function. The SRO will meet with Cridersville Principal or District designee to discuss plans and strategies to address any specific needs or issues that may arise related to the duties and expectations of the SRO program.

The SRO will present for duty each day in the prescribed uniform approved by the Sheriff. Uniforms will be provided by the Sheriff's Office.

Criminal Investigations- The SRO will investigate and take reports of criminal activity committed in school buildings and on school grounds and assist other law enforcement officers with outside investigations concerning students attending the school(s) to which the SRO is assigned. The SRO has authority to make arrests and consider alternatives to arrest at his/her discretion. The SRO should be informed of criminal activities occurring on the school campus. The SRO will inform school administration of criminal activities occurring on school campus to ensure all interested parties remain informed.

School Policy and Discipline- the SRO will not act in the capacity of a school disciplinarian and will take action only when there is a violation of law(s). School discipline is the responsibility of the appropriate school administrator. The SRO will have knowledge of the student handbook and code of conduct, and with any gained knowledge report policy violations through appropriate channels to the school administration. The SRO will refrain from getting involved in matters or incidents that should be handled by school employees unless the incident poses a risk of harm to the school employees, student(s) involved, or other parties.

#### **SRO Role in Critical Incidents:**

The SRO will be familiar with the District's emergency management plan and other crisis or emergency operation manuals of the District. During critical incidents occurring on school property, the SRO will act as a liaison between the school administration, the Sheriff and other emergency resources. The SRO may participate in any critical incident, crisis/emergency management planning, or other District safety planning meetings.

#### **SRO Role in Search and Interrogation:**

When requested, the SRO may standby to keep the peace and/or to maintain safety while school administration conducts a search of person(s), property or vehicle(s).

The SRO shall review the District's Search and Seizure policy and maintain separation during school searches except as permitted under District Policy and state and federal law.

School Administration shall not question, interview or interrogate student(s) regarding possible criminal conduct, on behalf of or as agents for the SRO or the Sheriff. If the SRO acting under scope of his/her duties as an SRO participates in an interrogation of a student or gains information which may be used against a student in a judicial proceeding, the SRO will follow all state and federal laws regarding arrest, search, seizure and interrogation of student(s).

#### **Sick Leave-Vacation-Leave of Absence:**

Sick leave will be handled as directed by the Sheriff's Office Collective Bargaining Agreement and policies. The SRO will notify the school administration of his/her sick leave. Substitution for an SRO on sick leave will be addressed by school administration and the Sheriff.

The SRO will not be permitted to take extended leave of absence or vacation during the school year. Time off must be approved by the Sheriff, with input from the school administrator.

**Rights and Laws:**

All parties agree as a condition of this MOU that they will strictly adhere to all factors specified in Title IV of the Civil Rights Act of 1964, Rehabilitation Act of 1973 and subsequent amendments. All parties further agree to 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 MOU. All parties agree as a condition of this MOU to make all services provided pursuant to this MOU accessible to the disabled/handicapped. Parties further agree as a condition of this MOU to comply with Section 504 of the Rehabilitation Act of 1973 amended (29 U.S.C. 794) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with the contents of this paragraph may be subject to termination of this MOU.

**Drug-Free Workplace:**

All parties agree to abide by all applicable Federal and State laws regarding Drug-Free Workplace and establish and have a Drug-Free Workplace policy. All parties agree to make a good faith effort to ensure any and all of their providers, officials, officers, employees, agents, representatives, volunteers and or servants will not purchase, use, possess illegal drugs or abuse alcohol and/or prescription drugs in any way.

**Parties Responsible for Their Own Actions:**

The Parties as governmental entities/political subdivisions lack authority to indemnify. Accordingly, the District, the Sheriff and the Commissioners shall be responsible for their own actions and/or actions of their respective board members, officials, officers, employees, agents, representatives, volunteers and/or servants resulting from performing and/or providing services or programs under this MOU.

**Insurance:**

The Sheriff and Commissioners shall purchase and maintain in full force and effect during the term of this MOU, a general comprehensive liability insurance policy with coverage in an amount of not less than One Million Dollars (\$1,000,000.00) for any acts or omissions that occur or claims made during the term of this MOU.

The District shall purchase and maintain in full force and effect during the term of this MOU, a general comprehensive liability insurance policy with coverage in an amount of not less than One Million Dollars (\$1,000,000.00) for any acts or omissions that occur or claims made during the term of this MOU.



**Non-Waiver:**



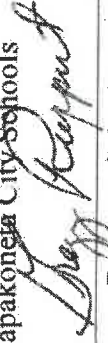

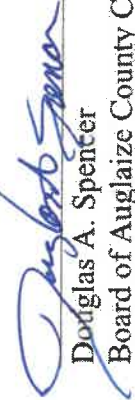
Nothing in this MOU, including without limitation its insurance provisions, shall in any way serve to supersede, waive, limit and/or otherwise affect any rights, privileges and/or immunities afforded to either party under applicable law, including but not limited to, those contained in Chapter 2744 of the Revised Code of the State of Ohio.

**Compensation and Payment:**

The District recognizes that the benefit of the SRO is a cost that must be borne exclusively by the District. The District agrees to pay the County seventy percent (70%) of the SRO assigned to Cridersville's total salary and benefits. While the parties acknowledge that the Sheriff has ultimate control over the hours of the SRO, the District agrees to work with the SRO in the flexing of hours if work is requested by the District outside of the school day. The Sheriff will pay for overtime worked by the SRO related to criminal investigations. Should additional supplies, equipment or training be required of the SRO by the District, the District agrees to pay for that portion necessary because of the SRO's assignment to the District. The County will invoice the District on the 15<sup>th</sup> of the months of September, December, March and June during the term of this MOU. The District shall make payments under this MOU to the Sheriff within 30 days of receiving such invoice.

**Approval/Signatures:**

This Memorandum of Understanding is executed by each of the parties on the dates set forth below:

 Sheriff Michael Vorhees Auglaize County, Ohio	<u>11/29/22</u> Date
 Aaron Rex, Superintendent Wapakoneta City Schools	<u>11/28/22</u> Date
 Gregg Ruppert, School Board President Wapakoneta City Schools	<u>11/28/22</u> Date
 John N. Bergman Board of Auglaize County Commissioners	<u>12-1-22</u> Date
 Douglas A. Spencer Board of Auglaize County Commissioners	<u>12-1-22</u> Date

*David Bambaue*

David Bambaue  
Board of Auglaize County Commissioners

*12/1/2022*

Date

Original Copies: 1-County Commissioners, 2-Sheriff, 3-School

County Commissioners Office  
Auglaize County, Ohio  
December 1, 2022

NO.            #22-536

**IN THE MATTER OF AUTHORIZING THE COUNTY AUDITOR TO DRAW WARRANTS FOR THEN AND NOW CERTIFICATE PAYMENTS.**

\*\*\*\*\*  
The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 1st day of December, 2022.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, the practice of using “Then and Now Certificates” has been instituted by the County Auditor.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners, Auglaize County, Ohio, the taxing authority for Auglaize County, having thirty (30) days to approve payment by resolution from receipt of “Then and Now Certificates”, does hereby approve the following:

Check No.	Amount	Vendor
466073	1400.00	OPTEON

Commissioner Spencer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this  
1st day  
December, 2022

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

David Bambauer, yes  
David Bambauer

John N. Bergman, yes  
John N. Bergman

Douglas A. Spencer, Yes  
Douglas A. Spencer

cc: County Auditor