

St. Clairsville, Ohio

August 21, 2019

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Josh Meyer, Jerry Echemann and J. P. Dutton, Commissioners and Jayne Long, Clerk of the Board.

MEETINGS ARE NOW BEING RECORDED
ALL DISCUSSIONS ARE SUMMARIZED. FOR COMPLETE PROCEEDINGS
PLEASE SEE CORRESPONDING CD FOR THIS MEETING DAY.

IN THE MATTER OF APPROVING RECAPITULATION OF VOUCHERS FOR THE VARIOUS FUNDS

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve and sign all bills that have been certified in the Auditor's office and considered by the Board. It is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of the bills allowed:

IN THE TOTAL AMOUNT OF \$9,573,286.71

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mr. Meyer | Yes |
| Mr. Echemann | Yes |
| Mr. Dutton | Yes |

IN THE MATTER OF TRANSFERS WITHIN FUND

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the following transfers within fund for the following funds:

A00 GENERAL FUND

| FROM | TO | AMOUNT |
|-------------------------------------|----------------------------|---------------|
| E-0131-A006-A02.002 Admin. Salaries | E-0131-A006-A12.000 Travel | \$14,000.00 |

G50 LODGING EXCISE TAX

| FROM | TO | AMOUNT |
|---|--|---------------|
| E-1910-G050-G01.000 Convention and Vist | E-1910-G050-G10.000 Colerain Twp | \$41.00 |
| E-1910-G050-G01.000 Convention and Vist | E-1910-G050-G11.000 Mead Twp | \$8.27 |
| E-1910-G050-G01.000 Convention and Vist | E-1910-G050-G12.000 Village of Barnesville | \$4.83 |

K00 M.V.G.T. FUND/ENGINEER

| FROM | TO | AMOUNT |
|-------------------------------|-------------------------------|---------------|
| E-2812-K000-K13.012 Equipment | E-2812-K000-K12.000 Materials | \$50,000.00 |

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mr. Dutton | Yes |
| Mr. Meyer | Yes |
| Mr. Echemann | Yes |

IN THE MATTER OF TRANSFERS BETWEEN FUND

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the following transfers between funds as follows:

T71 FEMA FUNDS AND THE K00 M.V.G.T. FUND/ENGINEERS

| FROM | TO | AMOUNT |
|---------------------------------------|----------------------------------|---------------|
| E-9713-T071-T02.000 Eng. Dept. Reimb. | R-2810-K000-K20.574 Transfers In | \$104,966.80 |

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mr. Dutton | Yes |
| Mr. Meyer | Yes |
| Mr. Echemann | Yes |

IN THE MATTER OF APPROVING THEN AND NOW CERTIFICATE/AUDITOR'S

Motion made by Mr. Meyer, seconded by Mr. Echemann to execute payment of Then and Now Certification dated August 21, 2019, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order.

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mr. Meyer | Yes |
| Mr. Echemann | Yes |
| Mr. Dutton | Yes |

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

Motion made by Mr. Meyer, seconded by Mr. Echemann granting permission for county employees to travel as follows:

DJFS-Lynne Zanke to Columbus, OH, on August 21-22, 2019, to attend the IV-E training. A county car will be used for travel. Estimated expenses: \$184.20. **Michael Schlantz** to Columbus, OH, on September 4, 2019, to attend the ODJFS Workforce meeting. A county car will be used for travel. Estimated expenses: \$25.00. **Cindy Berry** to Columbus, OH, on October 20-22, 2019, to attend the OCDA CSEA Fall Conference. Estimated expenses: \$589.00

HR DEPT.-Katie Bayness to Columbus, OH, on August 23, 2019, to attend the CORSA Annual meeting.

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mr. Meyer | Yes |
| Mr. Echemann | Yes |
| Mr. Dutton | Yes |

IN THE MATTER OF APPROVING MINUTES OF REGULAR BOARD OF COMMISSIONERS MEETING

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve the minutes of the Belmont County Board of Commissioners regular meeting of August 14, 2019.

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mr. Meyer | Yes |
| Mr. Echemann | Yes |
| Mr. Dutton | Yes |

IN THE MATTER OF ACCEPTING THE RESIGNATION OF LLOYD COPE AND TRISTAN HARTMAN, SUMMER EMPLOYEES/WATER & SEWER DISTRICT

Motion made by Mr. Meyer, seconded by Mr. Echemann to accept the resignation of Lloyd Cope and Tristan Hartman, Summer Employees for Belmont County Water & Sewer District, effective August 30, 2019.

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mr. Meyer | Yes |
| Mr. Echemann | Yes |
| Mr. Dutton | Yes |

**IN THE MATTER OF AUTHORIZING THE HIRING OF JESSICA HARTLEY
AS A FULL-TIME PERMANENT CHILDREN SERVICES CASE MANAGER FOR
THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES**

Motion made by Mr. Meyer, seconded by Mr. Echemann to adopt the following:

RESOLUTION

WHEREAS, pursuant to the Ohio Revised Code, the Belmont County Board of Commissioners serves as co-appointing authority for the Belmont County Department of Job and Family Services; and

WHEREAS, in this capacity, the Board has the authority to establish compensation and benefit levels and authorize any hiring and/or other employment changes.

NOW THEREFORE, BE IT RESOLVED THAT, the Belmont County Board of Commissioners does hereby grant the Director of the Belmont County Department of Job and Family Services, the authority to hire Ms. Jessica Hartley, effective September 1, 2019, as a Children Services Case Manager. Ms. Hartley will be employed as a full-time permanent, bargaining unit employee. Compensation shall be in accordance with the salary schedule as indicated in the current bargaining unit labor contract.

Upon roll call the vote was as follows:

| | |
|--------------|------------|
| Mr. Meyer | <u>Yes</u> |
| Mr. Echemann | <u>Yes</u> |
| Mr. Dutton | <u>Yes</u> |

IN THE MATTER OF ADOPTING THE RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BELMONT COUNTY FOR THE PURPOSE OF THANKING THE GOVERNOR AND THE OHIO GENERAL ASSEMBLY FOR THEIR STRONG SUPPORT OF COUNTY GOVERNMENT IN THE STATE BIENNIAL BUDGET BILL

On this 21st day of August 2019, the Board of County Commissioners of Belmont County, Ohio, met in regular session with the following members present:

Mr. Meyer
Mr. Echemann
Mr. Dutton

Mr. Meyer moved to adopt the following resolution:

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BELMONT COUNTY, OHIO;

THAT, this Board applauds and sincerely thanks Governor DeWine, House Speaker Larry Householder, Senate President Larry Obhof, and the members of the Ohio General Assembly for their strong support of the state-county partnership in the state operating budget; and

THAT, this Board deeply appreciates the historic investments made into indigent defense reimbursement that will help relieve counties of the growing cost pressures of this state-mandated service; and

THAT, this Board is deeply grateful for the significant state investment into Children Services, which will help counties provide critical care to our most precious and vulnerable residents – our children; and

THAT, this Board appreciates the sales tax reforms to modernize Ohio’s sales tax statutes on remote seller nexus which will promote marketplace fairness and bolster the largest county revenue stream; and

THAT, this Board applauds the increase in the Local Government Fund as an appreciated investment by the state into county government to fund critical public services; and

THAT, this Board sincerely appreciates Governor DeWine, Speaker Householder, President Obhof and all the members of the Ohio General Assembly for listening to counties’ concerns, addressing many of these issues in the state operating budget, and for making tremendous headway into strengthening the state-county partnership to better serve all Ohioans; and

THAT, this Board of County Commissioners hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of this Board; and that all deliberations of this Board and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including Section 121.22 of the Revised Code.

Mr. Echemann seconded the motion for adoption of said resolution and the roll being called upon its adoption, the voted resulted as follows:

| | | | | | |
|-----------|------------|--------------|------------|------------|------------|
| Mr. Meyer | <u>Yes</u> | Mr. Echemann | <u>Yes</u> | Mr. Dutton | <u>Yes</u> |
|-----------|------------|--------------|------------|------------|------------|

Adopted this 21st day of August 2019.

BELMONT COUNTY COMMISSIONERS

Josh Meyer /s/

Josh Meyer
Jerry Echemann /s/

Jerry Echemann
J. P. Dutton /s/

J. P. Dutton

IN THE MATTER OF ENTERING INTO SCHOOL RESOURCE OFFICER (SRO) CONTRACTS BETWEEN BELLAIRE LOCAL SCHOOL DISTRICT, AND BELMONT HARRISON VOCATIONAL SCHOOL DISTRICT, BELMONT COUNTY COMMISSIONERS AND BELMONT COUNTY SHERIFF’S OFFICE FOR THE 2019-2020 SCHOOL YEAR

Motion made by Mr. Meyer, seconded by Mr. Echemann to enter into School Resource Officer (SRO) contracts between the Bellaire Local School District (BLSD) and the Belmont Harrison Vocational School District (BHVS), the Belmont County Commissioners and the Belmont County Sheriff’s Office for the 2019-2020 school year.

Note: The schools will provide reimbursement to the county of \$28.57 per hour (including all wages and benefits). BLSD shall utilize the services of the SRO for 200-8 hour days and BHVS shall utilize the services of SRO for 190-8 hour days for the 2019-2020 school year.

**CONTRACT FOR SCHOOL RESOURCE OFFICER (SRO)
BETWEEN THE BELLAIRE LOCAL SCHOOL DISTRICT
THE BELMONT COUNTY COMMISSIONERS AND
THE BELMONT COUNTY SHERIFF'S OFFICE**

This Contract (hereinafter "Contract"), effective for the 2019-2020 school year, is made and entered into by and between the Bellaire Local School District (BLSD) and the Belmont County Sheriff’s Office ("Sheriff’s Office") on the date set forth below for the purpose of providing a School Resource Officer ("SRO") to serve in the Bellaire Local School District site.

I. Purpose of Contract

The Contract formalizes the relationship between the participating entities in order to foster an efficient and cohesive program that will build a positive relationship between Law Enforcement officer and the youth of our community, with the goal of reducing crime, committed by juveniles and young adults. This Contract delineates the mission, organizational structure, and procedures of the School Resource Officer ("SRO") Program ("SRO Program").

II. Term

In consideration of the funds to be paid by the BLSD to the Sheriff’s Office, the Sheriff Office agrees to provide the schools a deputy, who shall act as the SRO for the schools, and who shall perform all police functions, exercise police power, and render such police assistance and

services as the district may require for any of the schools.

During the time period in which the deputy is acting as SRO for the BLSL, said deputy shall be acting within the scope of his employment with the Sheriff's Office.

BLSL shall utilize the services of the SRO for two hundred (200) days that will be primarily during the regular student school year. BLSL shall utilize the services of the SRO for eight (8) hours per day during the two hundred (200) day period of time. The eight (8) hour per day schedule will be determined by the BLSL and the Sheriff's Office. Time sheets will be provided by the Deputy, and records of these hours shall be sent to the Sheriff's Office on a weekly basis.

During school year, all days off due to snow days, delays or other days scheduled off in the school year, will be put into a bank. The Sheriff's Office will keep track of all days worked and all day off due to scheduling. These days (hours) will be banked at straight time hours. The school can then determine extra details that will require coverage and the time will be used at time and one half. Example: Work four (4) hours and six (6) hours comes off the banked hours.

BLSL will be invoiced once at the beginning of the school year and once in January of the following year. The BLSL shall pay the Sheriff's Office **\$28.57 per hour** for time reported by the SRO, which include all medical and fringe benefits to be received by/withheld from the Deputy from the Sheriff's Office (see Attachment A). Should any change in the wage or benefit structure outlined in Attachment A occur, including but not limited to waiver/acceptance of hospitalization insurance, the hourly rate previously stated will be adjusted through the use of a **Contract Addendum**. At the end of the contract period, BLSL will have the option to receive a refund of any monies remaining in the Sheriff's Policing Revolving Fund after all outstanding costs have been paid, or receive a credit toward at the next billing cycle, should the SRO program continue. The Sheriff's Office shall be responsible for hiring the SRO, compensating the SRO, and withholding all applicable taxes, retirement system contributions, and Medicare taxes in accordance with current federal and state laws and statutes.

The Sheriff's Office will provide the necessary equipment and supplies (including motor vehicle if deemed necessary by the Sheriff's Office) to be used by said deputy in the performance of this Contract. The Sheriff's Office shall be responsible for all gasoline expenses, insurance coverage, repairs and maintenance charges incurred with said motor vehicle (if available).

The deputy to be assigned by the Sheriff's Office to the BLSL will be covered by Workers' Compensation and Unemployment Insurance maintained by the Sheriff's Office, and the Sheriff's Office will maintain public liability insurance coverage on the deputy assigned to the schools during the term of this Contract.

The term of this Contract shall begin August, 2019, and end at the conclusion of each school year. The parties may renew this Contract only by separate written agreement or addendum hereto, which must be executed by all parties.

ID. Mission, Goals and Objectives

The mission of the SRO Program is the reduction and prevention of school-related violence and crime committed by juveniles and young adults. The SRO Program aims to create and maintain safe, secure, and orderly learning environments for students, teachers, and staff. This is accomplished by assigning a Law Enforcement Officer employed by participating law enforcement agencies (referred to herein as SROs) to BLSL facilities on a permanent basis.

Goals and objectives are designed to develop and enhance rapport between youth, police officers, school administrators, and parents. Goals of the SRO Program include:

- I. Reduce incidents of school violence;
2. Reduction of criminal offenses committed by juveniles and young adults;
3. Establish a rapport between the SROs and the student population;
4. Establish rapport between the SROs and parents, faculty, staff, and administrators.

Moreover, SROs will establish a trusting channel of communication with students, parents, and teachers. SROs will serve as a positive role model to instill in students good moral standards, good judgment and discretion, respect for other students, and a sincere concern for the school community. SROs will promote citizen awareness of the law to enable students to become better-informed and effective citizens, while empowering students with the knowledge of law enforcement efforts and obligations regarding enforcement, as well as consequences for violations of the law.

IV. Organizational Structure

A. Composition

The Sheriff's Office shall select and assign a law enforcement officer to serve as the SRO in the SRO program.

B. Supervision

The day-to-day operation and administrative control of the SRO Program will be the responsibility of the Sheriff's Office. Responsibility for the conduct of SROs, both personally and professionally, shall remain with the Sheriff's Office. SROs are employed and retained by the Sheriff's Office, and in no event shall any employee of the Sheriff's Office be considered an employee of BLSL.

V. Procedures

A. Selection

Available SRO position(s) will be filled per the Sheriff's Office directives and selection process. Sheriff's Office will make the final selection of any SRO vacancies.

B. SRO Program Structure

The SRO Program shall utilize the SRO Triad concept as set forth by NASRO (National Association of School Resource Officers), which is attached hereto and incorporated herein by reference. [The information needs to be attached] Under this framework, SROs are first and foremost law enforcement officers for the providing law enforcement agencies. SROs shall be responsible for carrying out all duties and responsibilities of a law enforcement officer and shall remain at all times under the control, through the chain of command, of the Sheriff's Office. All acts of commission or omission shall conform to the guidelines of the Sheriff's Office directives. School officials should ensure that non criminal student disciplinary matters remain the responsibility of school staff and not the SRO. Enforcement of the code of student conduct is the responsibility of teachers and administrators. The SRO shall refrain from being involved in the enforcement of disciplinary rules that do not constitute violations of law, except to support staff in maintaining a safe school environment. SROs are not formal counselors or educators, and will not act as such. However, SROs may be used as a resource to assist students, faculty, staff, and all persons involved with the school. SROs can be utilized to help instruct students and staff on a variety of subjects, ranging from alcohol and drug education to formalized academic classes. SROs may use these opportunities to build rapport between the students and the staff. The Sheriff's Office recognize, however, that BLSL shall maintain full, final, and plenary authority over curriculum and instruction in the BLSL, including the instruction of individual students. The parties recognize and agree that classroom instruction is the responsibility of the classroom teacher, not the Sheriff's Office or its employees, and the Sheriff's Office and its employees shall not attempt to control, influence, or interfere with any aspect of the school curriculum or classroom instruction except in emergency situations.

C. Duties and Responsibilities of the SRO

The duties and responsibilities of the SRO will include, but not be limited to:

1. Enforcement of criminal law and protection of the students, staff, and public at large against criminal activity. The SRO shall follow the chain of command as set forth in the policies and procedures manual of the Sheriff's Office. School authorities and the parents of any child involved shall be notified as quickly as possible when the SRO takes any direct law enforcement action involving a student, on campus or off campus, during school hours.
2. Completion of reports and investigation of crimes committed on campus.
3. Whenever practical, coordination of investigative procedures between law enforcement and school administrators. The SRO shall abide by all applicable legal requirements concerning interviews or searches should it become necessary to conduct formal law enforcement interviews or searches with students or staff on property or at school functions under the jurisdiction of the BLSL. The SRO will not be involved in searches conducted by school personnel unless a criminal act is involved or unless school personnel require the assistance of the SRO because of exigent circumstances, such as the need for safety or to prevent flight. Formal investigations and arrests by law enforcement officials will be conducted in accordance with applicable legal requirements.

4. Taking appropriate enforcement action on criminal matters as necessary. Whenever practical, the SRO shall advise the principal before requesting additional enforcement assistance on campus and inform the principal of any additional law enforcement responsibilities that may need to be undertaken.
5. Wearing of law enforcement agency issued uniform at all times, or other apparel approved by the providing agency.
6. Being highly visible throughout the campus, but to be unpredictable in their movements. For officer safety, SROs shall not establish any set routine which allows predictability in their movements and their locations.
7. Conferring with the principal to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus or involving students at school related activities.
8. Complying with all laws, regulations, and school board policies applicable to employees of BLSO, including, but not limited to laws, regulations, and policies regarding access to confidential student records and/or the detention, investigation, and searching of students on school premises, provided that SROs, under no circumstances, shall be required or expected to act in a manner inconsistent with their duties as law enforcement officers. The use of confidential school records by the SRO shall be done in accordance with Board Policy and as allowed under the Family Educational Rights and Privacy Act. Any existing rights or benefits of personnel assigned under this Agreement shall not be abridged and remain in effect.
9. Notifying the school principal or his/her designee if it is necessary for the SRO to be off campus during regular school hours non-emergency situations.
10. Providing information concerning questions about law enforcement topics to students and staff.
11. Developing expertise in presenting various subjects, particularly in meeting federal and state mandates in drug abuse prevention education, and providing these presentations at the request of the school personnel in accordance with the established curriculum.
12. Preparing lesson plans necessary for approved classroom instruction.
13. Providing supervised classroom instruction on a variety of law related education and other topics deemed appropriate and approved by the Sheriff's Office supervisor and a school administrator.
14. Advising students, staff, and faculty on a limited basis.
15. Attending school extracurricular activities as needed. Off duty assignments are not included.
16. Attending law enforcement agency in-service training as required. Reasonable attempts will be made to schedule such training to minimize the SRO's absence from school on an instructional day.
17. Attending meetings of parent and faculty groups to solicit their support and understanding of the school resource program and to promote awareness of law enforcement functions.
18. Being familiar with all community agencies which offer assistance to youths and their families, such as mental health clinics, drug treatment centers, etc., and making referrals when appropriate.

D. Duties and Responsibilities of the SRO Supervisor (Sheriff's Office)

The duties and responsibilities of the SRO Supervisor will include but not be limited to:

1. Coordinating work assignments of the SROs.
2. Ensuring SRO compliance with providing agency's directives,
3. Coordinating scheduling and work hours of the SROs (vacation requests, sick leave, etc.).
4. Evaluation of SRO.

E. BLSO shall provide the SRO of each campus the following materials, facilities, and access, which are deemed necessary to the performance of the SRO's duties:

1. Office space that can be secured and is acceptable to the participating law enforcement agency. The office shall contain a telephone, desk, chair, computer, and filing cabinet.
2. Reasonable opportunity to address students, teachers, school administrators, and parents about the SRO program, goals, and objectives. Administrators may seek input from the SROs regarding criminal justice problems relating to students and site security issues.

F. Enforcement

Although SROs have been placed in a formal educational environment, they are not relieved of their official duties as an enforcement officer. The SRO shall intervene, when it is necessary, to prevent any criminal act or maintain a safe school environment. Citations shall be issued and arrests made when appropriate and in accordance with State and federal law, and department policy. The SRO or the Sheriff's Office will have the final decision on whether criminal charges shall be filed.

The providing agency will reserve the right to temporarily remove the SRO in the event that additional officers are needed during a critical incident or natural disaster.

VI. TERMINATION

This Agreement may be terminated by either party, with or without cause, upon seven (7) day's written notice to the other party. In the event of termination, BLSO shall only be invoiced and provide reimbursement for the costs incurred and hourly rate agreed to through the seventh day.

VII. NOTICE

Any notice, consent, or other communication in connection with this Agreement shall be in writing and may be delivered in person, by mail, or by facsimile transmission (provided sender confirms notice by written copy). If hand-delivered, the notice shall be effective upon delivery. If by facsimile copy, the notice shall be effective when sent. If served by mail, the notice shall be effective three (3) business days after being deposited in the United States Postal Service by certified mail, return receipt requested, addressed appropriately to the intended recipients as follows:

If to BLSO:

Bellaire Local Schools
340-34th St
Bellaire, OH 43906

If to the Sheriff's Office:

Belmont County Sheriff's Office
68137 Hammond Road
St. Clairsville, OH 43950

This has been agreed to in cooperation with the BLSO and the Sheriff's Office. As agreed to and in partnership with:

BELMONT COUNTY SHERIFF

By: David M. Lucas /s/

Date: 8/13/2019

BELLAIRE LOCAL SCHOOL DISTRICT:

By: Darren Jenkins /s/

By: _____

Date: 8/13/19

BELMONT COUNTY COMMISSIONERS: APPROVED AS TO FORM:

J. P. Dutton /s/

J. P. Dutton

Josh Meyer /s/

Josh Meyer, President

Jerry Echemann /s/

Jerry Echemann

By: David K. Liberati /s/

Title: Assist. P. A.

**CONTRACT FOR SCHOOL RESOURCE OFFICER (SRO)
BETWEEN THE BELMONT HARRISON VOCATIONAL SCHOOL DISTRICT,
THE BELMONT COUNTY COMMISSIONERS AND
THE BELMONT COUNTY SHERIFF'S OFFICE**

This Contract (hereinafter "Contract"), effective for the 2019-2020 school year, is made and entered into by and between the Belmont Harrison Vocational School District (BHVS) and the Belmont County Sheriff's Office ("Sheriff's Office") on the date set forth below for the purpose of providing a School Resource Officer ("SRO") to serve in Belmont Harrison Vocational School District's Belmont Career Center site.

III. Purpose of Contract

The Contract formalizes the relationship between the participating entities in order to foster an efficient and cohesive program that will build a positive relationship between Law Enforcement officer and the youth of our community, with the goal of reducing crime, committed by juveniles and young adults. This Contract delineates the mission, organizational structure, and procedures of the School Resource Officer ("SRO") Program ("SRO Program").

IV. Term

In consideration of the funds to be paid by the BHVS to the Sheriff's Office, the Sheriff Office agrees to provide the schools a deputy, who shall act as the SRO for the schools, and who shall perform all police functions, exercise police power, and render such police assistance and services as the district may require for any of the schools.

During the time period in which the deputy is acting as SRO for the BHVS, said deputy shall be acting within the scope of his employment with the Sheriff's Office.

BHVS shall utilize the services of the SRO for two-hundred (190) days that will be primarily during the regular student school year. BHVS shall utilize the services of the SRO for eight (8) hours per day during the two hundred (190) day period of time. The eight (8) hour per day schedule will be determined by the BHVS and the Sheriff's Office. Time sheets will be provided by the Deputy, and records of these hours shall be sent to the Sheriff's Office on a weekly basis.

During school year, all days off due to snow days, delays or other days scheduled off in the school year, will be put into a bank. The Sheriff's Office will keep track of all days worked and all day off due to scheduling. These days (hours) will be banked at straight time hours. The school can then determine extra details that will require coverage and the time will be used at time and one half. Example: Work four (4) hours and six (6) hours comes off the banked hours.

BHVS will be invoiced once at the beginning of the school year and once in January of the following year. The BHVS shall pay the Sheriff's Office **\$28.57 per hour** for time reported by the SRO, which include all medical and fringe benefits to be received by/withheld from the Deputy from the Sheriff's Office (see Attachment A). Should any change in the wage or benefit structure outlined in Attachment A occur, including but not limited to waiver/acceptance of hospitalization insurance, the hourly rate previously stated will be adjusted through the use of a **Contract Addendum**. At the end of the contract period, BHVS will have the option to receive a refund of any monies remaining in the Sheriff's Policing Revolving Fund after all outstanding costs have been paid, or receive a credit toward at the next billing cycle, should the SRO program continue. The Sheriff's Office shall be responsible for hiring the SRO, compensating the SRO, and withholding all applicable taxes, retirement system contributions, and Medicare taxes in accordance with current federal and state laws and statutes.

The Sheriff's Office will provide the necessary equipment and supplies (including motor vehicle if deemed necessary by the Sheriff's Office) to be used by said deputy in the performance of this Contract. The Sheriff's Office shall be responsible for all gasoline expenses, insurance coverage, repairs and maintenance charges incurred with said motor vehicle (if available).

The deputy to be assigned by the Sheriff's Office to the BHVS will be covered by Workers' Compensation and Unemployment Insurance maintained by the Sheriff's Office, and the Sheriff's Office will maintain public liability insurance coverage on the deputy assigned to the schools during the term of this Contract.

The term of this Contract shall begin August, 2019, and end at the conclusion of each school year. The parties may renew this Contract only by separate written agreement or addendum hereto, which must be executed by all parties.

ID. Mission, Goals and Objectives

The mission of the SRO Program is the reduction and prevention of school-related violence and crime committed by juveniles and young adults. The SRO Program aims to create and maintain safe, secure, and orderly learning environments for students, teachers, and staff. This is accomplished by assigning a Law Enforcement Officer employed by participating law enforcement agencies (referred to herein as SROs) to BHVS facilities on a permanent basis.

Goals and objectives are designed to develop and enhance rapport between youth, police officers, school administrators, and parents. Goals of the SRO Program include:

- I. Reduce incidents of school violence;
5. Reduction of criminal offenses committed by juveniles and young adults;
6. Establish a rapport between the SROs and the student population;
7. Establish rapport between the SROs and parents, faculty, staff, and administrators.

Moreover, SROs will establish a trusting channel of communication with students, parents, and teachers. SROs will serve as a positive role model to instill in students good moral standards, good judgment and discretion, respect for other students, and a sincere concern for the school community. SROs will promote citizen awareness of the law to enable students to become better-informed and effective citizens, while empowering students with the knowledge of law enforcement efforts and obligations regarding enforcement, as well as consequences for violations of the law.

IV. Organizational Structure

C. Composition

The Sheriff's Office shall select and assign a law enforcement officer to serve as the SRO in the SRO program.

D. Supervision

The day-to-day operation and administrative control of the SRO Program will be the responsibility of the Sheriff's Office. Responsibility for the conduct of SROs, both personally and professionally, shall remain with the Sheriff's Office. SROs are employed and retained by the Sheriff's Office, and in no event shall any employee of the Sheriff's Office be considered an employee of BHVS.

V. Procedures

A. Selection

Available SRO position(s) will be filled per the Sheriff's Office directives and selection process. Sheriff's Office will make the final selection of any SRO vacancies.

E. SRO Program Structure

The SRO Program shall utilize the SRO Triad concept as set forth by NASRO (National Association of School Resource Officers), which is attached hereto and incorporated herein by reference. [The information needs to be attached] Under this framework, SROs are first and foremost law enforcement officers for the providing law enforcement agencies. SROs shall be responsible for carrying out all duties and responsibilities of a law enforcement officer and shall remain at all times under the control, through the chain of command, of the Sheriff's Office. All acts of commission or omission shall conform to the guidelines of the Sheriff's Office directives. School officials should ensure that non criminal student disciplinary matters remain the responsibility of school staff and not the SRO. Enforcement of the code of student conduct is the responsibility of teachers and administrators. The SRO shall refrain from being involved in the enforcement of disciplinary rules that do not constitute violations of law, except to support staff in maintaining a safe school environment. SROs are not formal counselors or educators, and will not act as such. However, SROs may be used as a resource to assist students, faculty, staff, and all persons involved with the school. SROs can be utilized to help instruct students and staff on a variety of subjects, ranging from alcohol and drug education to formalized academic classes. SROs may use these opportunities to build rapport between the students and the staff. The Sheriff's Office recognize, however, that BHVS shall maintain full, final, and plenary authority over curriculum and instruction in the BHVS, including the instruction of individual students. The parties recognize and agree that classroom instruction is the responsibility of the classroom teacher, not the Sheriff's Office or its employees, and the Sheriff's Office and its employees shall not attempt to control, influence, or interfere with any aspect of the school

curriculum or classroom instruction except in emergency situations.

F. Duties and Responsibilities of the SRO

The duties and responsibilities of the SRO will include, but not be limited to:

19. Enforcement of criminal law and protection of the students, staff, and public at large against criminal activity. The SRO shall follow the chain of command as set forth in the policies and procedures manual of the Sheriff's Office. School authorities and the parents of any child involved shall be notified as quickly as possible when the SRO takes any direct law enforcement action involving a student, on campus or off campus, during school hours.
20. Completion of reports and investigation of crimes committed on campus.
21. Whenever practical, coordination of investigative procedures between law enforcement and school administrators. The SRO shall abide by all applicable legal requirements concerning interviews or searches should it become necessary to conduct formal law enforcement interviews or searches with students or staff on property or at school functions under the jurisdiction of the BLS D. The SRO will not be involved in searches conducted by school personnel unless a criminal act is involved or unless school personnel require the assistance of the SRO because of exigent circumstances, such as the need for safety or to prevent flight. Formal investigations and arrests by law enforcement officials will be conducted in accordance with applicable legal requirements.
22. Taking appropriate enforcement action on criminal matters as necessary. Whenever practical, the SRO shall advise the principal before requesting additional enforcement assistance on campus and inform the principal of any additional law enforcement responsibilities that may need to be undertaken.
23. Wearing of law enforcement agency issued uniform at all times, or other apparel approved by the providing agency.
24. Being highly visible throughout the campus, but to be unpredictable in their movements. For officer safety, SROs shall not establish any set routine which allows predictability in their movements and their locations.
25. Conferring with the principal to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus or involving students at school related activities.
26. Complying with all laws, regulations, and school board policies applicable to employees of BLS D, including, but not limited to laws, regulations, and policies regarding access to confidential student records and/or the detention, investigation, and searching of students on school premises, provided that SROs, under no circumstances, shall be required or expected to act in a manner inconsistent with their duties as law enforcement officers. The use of confidential school records by the SRO shall be done in accordance with Board Policy and as allowed under the Family Educational Rights and Privacy Act. Any existing rights or benefits of personnel assigned under this Agreement shall not be abridged and remain in effect.
27. Notifying the school principal or his/her designee if it is necessary for the SRO to be off campus during regular school hours non-emergency situations.
28. Providing information concerning questions about law enforcement topics to students and staff.
29. Developing expertise in presenting various subjects, particularly in meeting federal and state mandates in drug abuse prevention education, and providing these presentations at the request of the school personnel in accordance with the established curriculum.
30. Preparing lesson plans necessary for approved classroom instruction.
31. Providing supervised classroom instruction on a variety of law related education and other topics deemed appropriate and approved by the Sheriff's Office supervisor and a school administrator.
32. Advising students, staff, and faculty on a limited basis.
33. Attending school extracurricular activities as needed. Off duty assignments are not included.
34. Attending law enforcement agency in-service training as required. Reasonable attempts will be made to schedule such training to minimize the SRO's absence from school on an instructional day.
35. Attending meetings of parent and faculty groups to solicit their support and understanding of the school resource program and to promote awareness of law enforcement functions.
36. Being familiar with all community agencies which offer assistance to youths and their families, such as mental health clinics, drug treatment centers, etc., and making referrals when appropriate.

G. Duties and Responsibilities of the SRO Supervisor (Sheriff's Office)

The duties and responsibilities of the SRO Supervisor will include but not be limited to:

1. Coordinating work assignments of the SROs.
2. Ensuring SRO compliance with providing agency's directives,
3. Coordinating scheduling and work hours of the SROs (vacation requests, sick leave, etc.).
4. Evaluation of SRO.

E. BHVSD shall provide the SRO of each campus the following materials, facilities, and access, which are deemed necessary to the performance of the SRO's duties:

1. Office space that can be secured and is acceptable to the participating law enforcement agency. The office shall contain a telephone, desk, chair, computer, and filing cabinet.
2. Reasonable opportunity to address students, teachers, school administrators, and parents about the SRO program, goals, and objectives. Administrators may seek input from the SROs regarding criminal justice problems relating to students and site security issues.

G. Enforcement

Although SROs have been placed in a formal educational environment, they are not relieved of their official duties as an enforcement officer. The SRO shall intervene, when it is necessary, to prevent any criminal act or maintain a safe school environment. Citations shall be issued and arrests made when appropriate and in accordance with State and federal law, and department policy. The SRO or the Sheriff's Office will have the final decision on whether criminal charges shall be filed. The providing agency will reserve the right to temporarily remove the SRO in the event that additional officers are needed during a critical incident or natural disaster.

VIII. TERMINATION

This Agreement may be terminated by either party, with or without cause, upon seven (7) day's written notice to the other party. In the event of termination, BHVSD shall only be invoiced and provide reimbursement for the costs incurred and hourly rate agreed to through the seventh day.

IX. NOTICE

Any notice, consent, or other communication in connection with this Agreement shall be in writing and may be delivered in person, by mail, or by facsimile transmission (provided sender confirms notice by written copy). If hand-delivered, the notice shall be effective upon delivery. If by facsimile copy, the notice shall be effective when sent. If served by mail, the notice shall be effective three (3) business days after being deposited in the United States Postal Service by certified mail, return receipt requested, addressed appropriately to the intended recipients as follows:

If to BHVSD:

Belmont Harrison Vocational School District
68090 Hammond Road
St. Clairsville, OH 43950

If to the Sheriff's Office:

Belmont County Sheriff's Office
68137 Hammond Road
St. Clairsville, OH 43950

This has been agreed to in cooperation with the BHVSD and the Sheriff's Office. As agreed to and in partnership with:

August 21, 2019

BELMONT COUNTY SHERIFF

By: David M. Lucas /s/

Date: 8/13/2019

BELMONT HARRISON VOCATIONAL SCHOOL DISTRICT:

By: Richard Schoene /s/

By: Supt.

Date: 8-13-19

BELMONT COUNTY COMMISSIONERS: APPROVED AS TO FORM:

Josh Meyer /s/

Josh Meyer, President

J. P. Dutton /s/

J. P. Dutton

Jerry Echemann /s/

Jerry Echemann

Date: 8-21-19

By: David K. Liberati /s/

Title: Assist. P. A.

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mr. Meyer | Yes |
| Mr. Echemann | Yes |
| Mr. Dutton | Yes |

Mr. Meyer noted the above contracts are renewals.

**IN THE MATTER OF ENTERING INTO SUBSIDY GRANT
AGREEMENT FOR ADULT PROBATION DEPARTMENT**

Motion made by Mr. Meyer, seconded by Mr. Echemann to enter into the *Subsidy Grant Agreement for Belmont County Adult Probation Department* with the Ohio Department of Rehabilitation and Correction, on behalf of the Belmont County Adult Probation Office, for probation services in a maximum amount of \$300,000.00 effective August 21, 2019 to June 30, 2021.

OHIO DEPARTMENT OF REHABILITATION AND CORRECTION
SUBSIDY GRANT AGREEMENT for BELMONT COUNTY
Adult Probation Department

THIS SUBSIDY PROBATION FUNDING GRANT AGREEMENT (hereinafter referred to as "Agreement"), pursuant to authority in Section 2301.32 of the Ohio Revised Code (hereinafter referred to as "RC"), is made and entered into by and between the Ohio Department of Rehabilitation and Correction, Division of Parole and Community Services (hereinafter referred to as "Grantor"), located at 4545 Fisher Road, Suite D, Columbus, Ohio and Belmont County (hereinafter referred to as "Grantee"), located at 103 North Market Street, St. Clairsville, Ohio. The Grantor and the Grantee are hereinafter collectively referred to as the "Parties" and separately known as the "Party".

WHEREAS pursuant to RC 2301.32, as amended by H.B. 166, 133rd General Assembly, the Grantor is authorized to offer a county funding for probation services in lieu of an agreement for the Grantor to provide community control services, provided that the general assembly has appropriated sufficient funds for that purpose

WHEREAS, the purpose of this grant is to provide funds to Grantee to enable it to establish and operate full supervision for offenders under community control within its jurisdiction;

WHEREAS, Grantee herein accepts funds in lieu of the Grantor providing community control services.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, the Parties hereto agree as follows:

1. Funds: The Grantor awards to the Grantee a maximum amount of **Three Hundred Thousand dollars (\$300,000.00)** (hereinafter referred to as "Funds"), to be paid in up to eight equal installments of **\$37,500.00**. The Grantor will make payments of Funds by electronic fund transfer to the Grantee's designee. Such payments will be made during the first month of each quarter of the Grantor's fiscal year until the Funds have been expended.

The program's tax identification number is 34-6000236.

2. Term: This Agreement is effective as of the signature date of this document and shall terminate on June 30, 2021. The Parties agree that upon the Grantee's acceptance of Funds, the Grantor shall discontinue all supervision duties for offenders under community control within its jurisdiction, to include but not limited to treatment in lieu, judicial release, diversion programs, or other probation supervision. Grantor's discontinuation of supervision shall commence upon a date mutually agreeable to the parties, however under no circumstances shall such date be after May 1, 2020. No further payment of Funds shall be made after **June 30, 2021**, and there shall be no further financial obligation of Grantor to Grantee for community control services herein after such date. Grantor shall have no obligation to provide community control services for the Grantor unless the Parties enter into a new agreement for Grantor to provide such services to Grantee. Nothing in this Agreement shall obligate Grantor to any additional expenditures to Grantee. Prior to the expiration of the term of this Agreement or any renewed term, and subject to an award of additional grant funds, Grantor may give written notice to the Grantee that this Agreement is being renewed and amended under the same terms and conditions. Such renewal shall

begin upon the expiration of the initial term or any renewed term, as applicable, and expire as set forth in an amendment to this Agreement.

3. Appropriation: Grantee understands that availability of Funds is contingent on appropriations made by the Ohio General Assembly's appropriation of the **Community Non-Residential Felony Programs subsidy (407)**. Furthermore, the obligations of the Grantor under this agreement are subject its determination that sufficient funds have been appropriated by the General Assembly to the for the purposes of this agreement and certification of the availability of such funds by the director of budget and management as required by Section 126.07 of the Ohio Revised Code.

4. Termination: Grantee may terminate Agreement only upon giving written notice of termination to Grantor by certified US Mail that includes a resolution to the same effect. The effective date of the termination shall be at the end of the state fiscal biennium, **June 30, 2021**. Upon termination, Grantee may be required to refund to the Grantor any Funds awarded to the Grantee which represents funding for Program Services not yet rendered and return equipment, supplies, or other tangible property, as determined by a financial close-out audit completed by the Grantor.

The parties further agree that any termination of this agreement does not allow the Grantor to re-initiate the provision of community control services to the Grantor unless the Parties enter into an agreement for Grantor to provide such services.

5. Staffing: None of the persons who will staff and operate the community control services, including those who are receiving some or all of their salaries from the Funds are not to be considered as employees of the Ohio Department of Rehabilitation and Correction.

6. Dispute Resolution: The Grantor's Bureau of Community Sanctions shall monitor Program Services during the term of this Agreement. The Grantee and the Chief of the Bureau of Community Sanctions shall attempt to settle any dispute which arises out of or relates to this Agreement, or any breach of this Agreement. If such a dispute or breach is not settled, the Grantee may engage the Grantor's Deputy Director of DPCS for dispute resolution.

7. Grant Manual: The Grantee agrees to manage and account for Funds in accordance with the Grantor's "Probation Services Grant Financial Guidelines." These guidelines are attached hereto as Exhibit "A" and incorporated by reference herein. The Grantee shall determine a designee to serve as the fiscal agent to act on behalf of the Grantee and be responsible for fiscal oversight, including monitoring and reviewing the expenditures of Funds every six months. Purchases made with the Funds shall be in accordance with county/state/municipal competitive solicitation requirements.

8. Program Reporting: The Grantee shall prepare and submit to the Grantor the following reports:

A. Expenditures:

1. **Bi-annual Expenditure Report:** The bi-annual expenditure report, attached hereto as Exhibit "B" and incorporated by reference herein, shall include financial information for expenditures that relate to Program Services. This report shall be submitted thirty (30) days after the end of each bi-annual period per the probation services financial guidelines. Grantee shall provide supporting documentation of expenditures in the report if requested by the Grantor.

2. **Final Expenditure Report:** The final expenditure report, attached hereto as Exhibit "B" and incorporated by reference herein, is due by **February 15, 2022**. The final year-end expenditure report shall be completed only when all grant funds have been completely expended, or by **February 15, 2022**.

B. **Additional Information:** Grantee shall cooperate with Grantor and provide any additional information as may be required by Grantor in administering the grant program. Failure to comply with any of these report requirements or other instructions or requests for relevant information by the Grantee may result in the withholding of Funds until such time as Grantee so complies.

9. **Compliance:** All expenditures of Funds made by the Grantee shall be governed by the laws of the State of Ohio. If Grantee fails to so comply, the Grantor shall give the Grantee a reasonable period of time to come into such compliance. Grantee's failure to timely comply may be cause for the Grantor to terminate this Agreement or reduce Funds.

Furthermore, the Funds may be reduced or this Agreement terminated by the Grantor there is a financial or fiscal audit disclosure involving misuse of Funds.

10. **Ohio Ethics and Conflict of Interests:** Grantee certifies that by executing this Agreement, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws. Grantee further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or any Executive Orders.

Grantee agrees to refrain from promising or giving to any ODRC employee anything of value that could be construed as having a substantial and improper influence upon the employee with respect to the employee's duties. Grantee further agrees that it will not solicit any ODRC employee to violate ORC 102.03, 2921.42, or 2921.43.

Grantee agrees that Grantee, nor its employees have not nor will they acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of Grantee's functions and responsibilities under this Agreement.

11. **Finding for Recovery:** The Grantee warrants that it is not subject to an "unresolved" finding for recovery under RC 9.24. If the warranty is deemed to be false, this Agreement is void ab initio and the Grantee must immediately repay any Funds to the Ohio Department of Rehabilitation and Correction, or the Ohio Attorney General if the collection is so referred.

12. **Workers' Compensation:** Grantee shall provide their own workers' compensation coverage throughout the duration of the Agreement and any extensions thereof. Grantor is hereby released from any and all liability for injury received by the Grantee, its employees or agent while performing tasks, duties, work, or responsibilities as a result of the Program Services under this Agreement.

13. **Equal Employment Opportunity:** Grantee agrees that it is in compliance with the requirements of Ohio Revised Code Section 125.111.

14. Certification of Funds: It is expressly understood and agreed by the Parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either Party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, RC 126.07, have been complied with, and until such time as all necessary Funds are available or encumbered and, when required, such expenditure of Funds is approved by the Controlling Board of the State of Ohio, and further, until such time that Grantor gives Grantee the approval letter that such Funds are available to Grantee.

15. Compliance with Laws: Grantee, in the execution of duties and obligations under this Agreement, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances, including any related administrative rules promulgated after the signing of this agreement.

16. Drug Free Workplace: Grantee agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

17. Entire Agreement or Waiver: This Agreement contains the entire agreement between the Parties and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the Parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the Parties. A waiver by any Party of any breach or default by the other Party under this Agreement shall not constitute a continuing waiver by such Party of any subsequent act in breach of or in default hereunder.

18. Notices: All notices, consents, and communications hereunder shall be given in writing, shall be deemed to be given upon receipt thereof, and shall be sent to the addresses first set forth above.

19. Headings: The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.

20. Severability: The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

21. Controlling Law: This Agreement and the rights of the Parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning this Agreement and/or performance hereunder.

22. Successors and Assigns: Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Grantee, without the prior written consent of Grantor.

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

24. Execution: This Agreement is not binding upon Grantor unless executed in full.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, as of the day and year first written above.

FOR THE GRANTOR:

Christopher Galli
Christopher Galli, Chief
Bureau of Community Sanctions, DPCS

Cynthia Mausser
Cynthia Mausser
Deputy Director of DPCS

FOR THE GRANTEE:

Jerry Echemann
County Commissioner Date

DP2A
County Commissioner Date

[Signature]
County Commissioner Date

APPROVED AS TO FORM:

David Fregiato Assistant P.A.
PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mr. Meyer | Yes |
| Mr. Echemann | Yes |
| Mr. Dutton | Yes |

Discussion held: Present: Court of Common Pleas Judges Frank Fregiato and John Vavra and Ed Gorence, Chief Probation Officer for Adult Probation. Judge Fregiato explained the way individuals on parole is going to be changed. "What is happening is the state is sending all individuals that they are monitoring back to the county level. We are guessing that to be approximately 100 individuals. Coming with that is a grant of \$150,000 per year or \$300,000 for the two year period. We don't know what is going to happen after that," said Judge Fregiato. He added with that \$300,000 they can hire another probation officer and still have money for a gun, phone and car and still have money left over. He noted the transferring of individuals on parole back to the county will start January 1. Judge Vavra said besides sending people back to the county they are taking away two parole officers which establishes our need for additional personnel. He noted they still have three probation officers.

IN THE MATTER OF CONSENTING TO THE ASSIGNMENT OF

ROAD USE MAINTENANCE AGREEMENT BETWEEN GULFPORT ENERGY CORPORATION AND GULFPORT APPALACHIA, LLC

Motion made by Mr. Meyer, seconded by Mr. Echemann to consent to the Assignment of Road Use Maintenance Agreement effective June 1, 2019, by and between Gulfport Energy Corporation and Gulfport Appalachia, LLC.

Note: Gulfport desires to assign all of its interest and obligations associated contained in the RUMAs to Gulfport Appalachia.

ASSIGNMENT OF ROAD USE MAINTENANCE AGREEMENT

THIS ASSIGNMENT OF ROAD USE MAINTENANCE AGREEMENT (this "Agreement") is entered into effective as of June 1, 2019 (the "Effective Date") by and between Gulfport Energy Corporation, a Delaware corporation, with an address of 3001 Quail Springs Parkway, Oklahoma City, Oklahoma 73134 ("Gulfport") and Gulfport Appalachia, LLC, a Delaware limited liability company with an address of 3001 Quail Springs Parkway, Oklahoma City, Oklahoma 73134 ("Gulfport Appalachia") (individually, a "Party", collectively, the "Parties").

WHEREAS, Gulfport and Belmont County have entered into certain Road Use Maintenance Agreements ("RUMAs"), further described and incorporated by reference in Exhibit A hereto.

WHEREAS, Gulfport desires to assign all of its interest and obligations associated contained in the RUMAs to Gulfport Appalachia.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Gulfport and Gulfport Appalachia agree as follows:

1. Assignment of RUMAs. Gulfport hereby assigns all of its rights, title and interest in and to the RUMAs set forth in Exhibit A to Gulfport Appalachia.
2. Assumption of Obligations. Gulfport Appalachia shall assume all obligations set forth in the RUMAs and agrees to comply with the terms and conditions set forth therein.
3. Assignment. Neither party may assign their rights under this Agreement, without written consent of the other Party. Any such attempt to assign without written consent shall be null and void.
4. Entire Agreement. This document constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous discussions, representations or agreements relating to the subject matter. No amendments, modifications or additions to this Agreement shall be made or be binding on any Party unless made in writing and signed by each Party.
5. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original instrument, but all of which together shall constitute one and the same Agreement.
6. IN WITNESS WHEREOF, Gulfport and Gulfport Appalachia have entered into this Agreement effective as of the date first set forth above.

GULFPORT ENERGY CORPORATION:

By: Doug Schrantz /s/
Name: Doug Schrantz
Title: Director of Infrastructure
GULFPORT APPALACHIA, LLC

By: Doug Schrantz /s/
Name: Doug Schrantz
Title: Director of Infrastructure

Belmont County hereby consents to the assignment.

BELMONT COUNTY COMMISSIONERS

By: Josh Meyer /s/
Josh Meyer
By: Jerry Echemann /s/
Jerry Echemann
By: J. P. Dutton /s/
J. P. Dutton

BELMONT COUNTY ENGINEER

By: Terry Lively /s/
Terry Lively

APPROVED AS TO FORM:

BELMONT COUNTY ASSISTANT PROSECUTOR

By: David K. Liberati /s/
David K. Liberati

EXHIBIT A

ROAD USE MAINTENANCE AGREEMENTS

GULFPORT ENERGY CORPORATION

BELMONT COUNTY

| | | | | |
|-----|------------|----------|--|--|
| 1. | 12/19/2012 | RUMA | CR 128, Boston Road | Dog Hollow-McCort |
| 2. | 12/19/2012 | RUMA | CR 128, Boston Road | Slope Creek, Inherst |
| 3. | 7/10/2013 | RUMA | CR 100, McMillan Road | Family |
| 4. | 12/23/2013 | RUMA | CR 128, Boston Road | Amanda |
| 5. | 12/23/2013 | RUMA | Bridge BEL-SOM-5-0.36 | Bahmer |
| 6. | 12/23/2013 | RUMA | Bridge BEL-SOM-5-0.36 | Brothers |
| 7. | 1/29/2014 | RUMA | CR 100, McMillan Road | Sandra |
| 8. | 1/29/2014 | RUMA | CR 100, McMillan Road, Bridge BEL-KIR-712-3.75 | Hayes |
| 9. | 2/19/2014 | RUMA | CR 124, Wright Road | Brothers |
| 10. | 2/19/2014 | RUMA | CR 124, Wright Road | Bahmer |
| | | | | Edge, Lepley, Winesburg, Thompson South, |
| 11. | 4/2/2014 | RUMA | CR 86, Pugh Ridge | Moore |
| 12. | 4/2/2014 | RUMA | CR 86, Pugh Ridge | |
| 13. | 4/2/2014 | RUMA | CR 102, Mt Olivet Road, Bridge BEL-KIR-712-3.75 | Swallie |
| 14. | 4/2/2014 | RUMA | CR 86, Pugh Ridge | Lepley |
| 15. | 4/2/2014 | RUMA | CR 86, Pugh Ridge | Edge |
| 16. | 4/2/2014 | RUMA | CR 86, Pugh Ridge | Moore |
| 17. | 6/11/2014 | RUMA | CR 128, Boston Road | Smeal |
| 18. | 6/12/2014 | Addendum | CR 86, Pugh Ridge | Winesburg |
| 19. | 6/12/2014 | Addendum | CR 102, Mt. Olivet Road | CDC |
| 20. | 6/12/2014 | Addendum | CR 128, Boston Road | McLaughlin |
| | | | | Conway, Thompson, Malone, Horseshoe |
| 21. | 8/6/2014 | RUMA | CR 86, Pugh Ridge | |
| 22. | 8/6/2014 | RUMA | CR 102, Sandy Ridge Road | Warrick, Neal |
| 23. | 8/20/2014 | Addendum | CR 102, Mt. Olivet Road, Bridge BEL-KIR-3.75 | Jade, Cattle Carpenter |
| 24. | 1/28/2015 | RUMA | CR 128, Boston Road | Impoundment |

| | | | |
|---------------|--------------|---|---|
| 25. 1/28/2015 | RUMA | CR 102, Johnson Ridge road | Plumly II |
| 26. 3/30/2015 | Addendum | CR 128, Boston Road | Stephens |
| 27. 4/15/2015 | WT RUMA | CR 86, Pugh Ridge Road | Kanzig to Reed WT |
| 28. 6/24/2015 | WT RUMA | CR 124, Wright Road; CR 102, Johnson Ridge | Stronz to Pritts WT |
| 29. 8/26/2015 | WT RUMA | CR 86 | ANGI takepoint |
| 30. 8/26/2015 | RUMA | CR 86, Pleasant Ridge | George |
| 31. 9/23/2015 | RUMA | CR 4, Barton Road | Singh, Dorsey Shannon, Yankee, Valerie, Graham, Hotel |
| 32. 9/29/2015 | RUMA | CR 56, Mt Victory | Various (Tiger, Krupa, Wolgemuth, Smith, Horsemill) |
| 33. 11/9/2015 | RUMA | CR 48, Wegee Creek; CR 54, Pipe Creek | |
| 34. 1/27/2016 | RUMA | CR 28A, Mall Road; CR 28B, Bamfield Road | Snodgrass Various (Starvaggi, McKeegan, Lance, Ridgetop, Ware) |
| 35. 1/18/2017 | RUMA | CR 2, Deep Run | |
| 36. 3/15/2017 | RUMA | CR 214, Bellaire High Ridge, CR 30, Dixon Hill | Shimble Various (Marcum Morentz, Lucindo Wallace) |
| 37. 3/15/2017 | RUMA | CR 5, Clover Ridge CR 4, Glenss Run; CR 16, Nixon Run; Bridge BEL- C0016-0286; Bridge BEL- 798-0527 | Ware, Ridgetop, Lance, Ware |
| 38. 5/17/2017 | RUMA | CR 92, Bridge BEL-C0092- 0323 | Faye |
| 39. 5/31/2017 | RUMA | | |
| 40. 4/25/2018 | WT RUMA | CR 4, Glenss Run | Jeff-Bel WT |
| 41. 6/5/2019 | Detour route | CR 103, Johnson Ridge CR 30, Dixon Hill Road; CR 3, St. Joe Merritt Road | Various |
| 42. 6/19/2019 | WT RUMA | | Shimble WT |

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mr. Meyer | Yes |
| Mr. Echemann | Yes |
| Mr. Dutton | Yes |

RESOLUTION AUTHORIZING J. P. DUTTON TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT AND/OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAM(S) AND TO EXECUTE CONTRACTS AS REQUIRED

“AUTHORIZATION LEGISLATION DESIGNATING OFFICIAL”

ATTACHMENT C

WHEREAS, the State Capital Improvement Program and the Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructure; and
 WHEREAS, the Belmont County Commission is planning to make capital improvements to BEL 4-21.21/24.75 Paving Project; and
 WHEREAS, the infrastructure improvements herein above described is considered to be a priority need for the community and is a qualified project under the OPWC programs.

NOW THEREFORE, BE IT RESOLVED by Belmont County Commission:

Section 1: Belmont County Commissioner J. P. Dutton is hereby authorized to apply to the OPWC for funds as described above.

August 21, 2019

Section 2: Belmont County Commissioner J. P. Dutton is authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

Motion made by Commissioner Meyer seconded by Commissioner Echemann to adopt the foregoing resolution which upon roll call was unanimously adopted.

Passed: August 21, 2019

Signed: **Belmont County Commissioners**

Josh Meyer /s/

Josh Meyer, President

Jerry Echemann /s/

Jerry Echemann, Vice-President

J. P. Dutton /s/

J. P. Dutton

RESOLUTION AUTHORIZING J. P. DUTTON TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT AND/OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAM(S) AND TO EXECUTE CONTRACTS AS REQUIRED

“AUTHORIZATION LEGISLATION DESIGNATING OFFICIAL”

ATTACHMENT C

WHEREAS, the State Capital Improvement Program and the Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructure; and

WHEREAS, the Belmont County Commission is planning to make capital improvements to BEL 4-24.95/27.38 Paving Project; and

WHEREAS, the infrastructure improvements herein above described is considered to be a priority need for the community and is a qualified project under the OPWC programs.

NOW THEREFORE, BE IT RESOLVED by Belmont County Commission:

Section 1: Belmont County Commissioner J. P. Dutton is hereby authorized to apply to the OPWC for funds as described above.

Section 2: Belmont County Commissioner J. P. Dutton is authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

Motion made by Commissioner Meyer, seconded by Commissioner Echemann to adopt the foregoing resolution which upon roll call was unanimously adopted.

Passed: August 21, 2019

Signed: **Belmont County Commissioners**

Josh Meyer /s/

Josh Meyer, President

Jerry Echemann /s/

Jerry Echemann, Vice-President

J. P. Dutton /s/

J. P. Dutton

THE MATTER OF ADOPTING RESOLUTION GRANTING AUTHORITY TO THE DIRECTOR OF BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES TO TRANSFER FUNDS FROM THE PA FUND TO THE CSEA FUND FOR SFY 2019

Motion made by Mr. Meyer, seconded by Mr. Echemann to adopt the following:

RESOLUTION

Whereas, the Child Support Enforcement Agency (CSEA) of Belmont County operates an administrative fund for the operation of a child support enforcement program; and

Whereas, the activities of the child support enforcement program are allowable activities as defined by Ohio Administrative Code 5101:9-6-83; and

Whereas, in order to properly access these funds for this purpose, the funds must be transferred from the Public Assistance (PA) Fund in which they are received from the Ohio Department of Job and Family Services into the CSEA Fund of the Belmont County Department of Job and Family Services.

Now, Therefore Be It Resolved, the Board of Commissioners of Belmont County on this 21st day of August, 2019, do hereby grant to Vince Gianangeli, Director of the Belmont County Department of Job and Family Services, the authority to approve the transfer of \$208,130.63 of Income Maintenance money from the PA Fund to the CSEA Fund. This transfer is made available due to a balance remaining in the Income Maintenance allocation at the end of the State Fiscal Year which ended on June 30, 2019.

Upon roll call the vote was as follows:

| | |
|--------------|------------|
| Mr. Meyer | <u>Yes</u> |
| Mr. Echemann | <u>Yes</u> |
| Mr. Dutton | <u>Yes</u> |

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:14 A. M.

Motion made by Mr. Meyer, seconded by Mr. Echemann to enter executive session with Katie Bayness, HR Administrator, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the discipline of a public employee.

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mr. Meyer | Yes |
| Mr. Echemann | Yes |
| Mr. Dutton | Yes |

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 11:16 A.M.

Motion made by Mr. Meyer seconded by Mr. Echemann to exit executive session at 11:16 a.m.

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mr. Meyer | Yes |
| Mr. Echemann | Yes |
| Mr. Dutton | Yes |

Mr. Meyer said as a result of executive session there will be no action taken at this time.

11:30 Belmont County Budget Hearing for FY 2020
The Board attended the annual hearing held in the Auditor’s office.

RECESS UNTIL MONDAY, 9:00 A.M. BUDGET HEARING

Reconvened Monday, August 26, 2019 at 9:00 a.m. Present: Commissioners Meyer, Echemann and Dutton, Jayne Long, Clerk.

Divisional Courts Budget Hearing-Present: Lisa Vannoy, Assistant Clerk, Western Division Court Judge Eric Costine, Northern Division Court Judge Chris Berhalter, Eastern Division Court Judge David Trouten and Court Clerks Rosalee Ralston, Donna Cottage and Cheri Westlake

2020 budget requests were reviewed. Mr. Meyer advised during their budget hearing with the Auditor last week that he is anticipating the same allocation as last year which is approximately \$22.5 million. Tax collections are down slightly at this point. He explained each department will be given their budget amount for the year and the department is responsible for appropriating it in the line items as necessary. He said this is the procedure that has been in place for the last couple of years.

Judge Berhalter said their budget was cut 5% last year and there have been no employee raises for several years. He said their average for supplies per court is \$30,000 per year. He said no drastic changes are anticipated for the year. Regarding staffing, Mrs. Ralston may retire at the end of next year. Mr. Meyer said the plans on the new courts building are close to being finalized.

Katie Bayness, HR Administrator, joined the budget hearing.

Pay scales for the Divisional Courts' staff were discussed. Mr. Meyer said as has been previously discussed, the Board plans to proceed with funding all salaries from the general fund moving forward with no supplemental pay coming from the courts' other funds (ex: special projects, computer funds). That way, the courts can use those funds as they see fit. Mr. Dutton said they need to know everyone will adhere to this and not use their other funds to supplement the agreed upon pay scales. Judge Berhalter said they have agreed to that. Mr. Dutton said the new scales are ready. Mrs. Bayness will send them to the judges today for their review. Mr. Dutton said there was a little confusion on the last hire, that's why they waited until all were together at this meeting to discuss. He said the board needs to know that all will stick to the scales or there is no point in implementing them. All agreed. Mrs. Bayness explained the Economic Research Institute (ERI) system she uses that searches nationwide for job description, job titles, etc. to get salary comparisons. She looks at similar size counties also. There are not a lot of divisional courts so it's hard to compare. Mr. Meyer said it's tough, the clerks are the Commissioners' employees, but they work for the Judges. He said they are trying to get the salaries where they need to be.

Ms. Bayness asked if the current staffing numbers are adequate. Judge Berhalter noted he will need a temporary employee for approximately 8 weeks beginning next week. It will be his employee (assignment clerk), not the commissioners. Judge Trouten noted due to medical issues, he is currently using a temporary employee and may be needing another in the near future.

The Commissioners will meet with the Judges on September 9 for further discussion on the proposed pay scales.

BREAK

IN THE MATTER OF APPROVING THE PURCHASE OF ONE (1) TRUCK FOR THE ANIMAL SHELTER

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve the purchase of one (1) 2004 Chevrolet Colorado, from Whiteside of St. Clairsville for a total cost of \$14,288.50 for the Belmont County Animal Shelter.

Note: This will be an additional vehicle for use by the Dog Warden and Assistant Dog Wardens.

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mr. Meyer | Yes |
| Mr. Echemann | Yes |
| Mr. Dutton | Yes |

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 11:01 A.M.**

Motion made by Mr. Meyer, seconded by Mr. Echemann to adjourn the meeting at 11:01 a.m.

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mr. Meyer | Yes |
| Mr. Echemann | Yes |
| Mr. Dutton | Yes |

Read, approved and signed this 28th day of August, 2019.

Josh Meyer /s/ _____

Jerry Echemann /s/ _____ COUNTY COMMISSIONERS

J. P. Dutton /s/ _____

We, Josh Meyer and Jayne Long, President and Clerk respectively of the Board of Commissioners of Belmont County, Ohio, do hereby certify the foregoing minutes of the proceedings of said Board have been read, approved and signed as provided for by Sec. 305.11 of the Revised Code of Ohio.

Josh Meyer /s/ _____ PRESIDENT

Jayne Long /s/ _____ CLERK