St. Clairsville, Ohio September 1, 2021

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Jerry Echemann, Josh Meyer and J. P. Dutton, Commissioners and Bonnie Zuzak, 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. Echemann, seconded by Mr. Meyer 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 her warrant on the County Treasurer in payment of the bills allowed:

#### IN THE TOTAL AMOUNT OF \$450,139.34

Upon roll call the vote was as follows:

Mr. Echemann Yes Mr. Meyer Yes Mr. Dutton Yes

#### IN THE MATTER OF TRANSFERS WITHIN FUND

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

AUU GENEKAL FUND		
FROM	TO	<b>AMOUNT</b>
E-0131-A006-A03.002 Jail-Salaries	E-0131-A006-A17.012 Cruiser Repairs	\$20,000.00
E-0131-A006-A04.002 Road-Salaries	E-0131-A006-A25.000 Housing of Inmates	\$20,000.00
E-0257-A017-A00.000 Contingencies	E-0170-A006-G02.002 Salaries	\$44,500.00
E-0257-A017-A00.000 Contingencies	E-0170-A006-G04.012 Equipment	\$1,000.00
E-0257-A017-A00.000 Contingencies	E-0170-A006-G09.003 PERS	\$6,600.00
E-0257-A017-A00.000 Contingencies	E-0170-A006-G10.000 Fringe Benefits	\$5,865.00

#### **Y91 EMPLOYERS SHARE HOLDING ACCOUNT**

 FROM
 TO
 AMOUNT

 E-9891-Y091-Y01.006 Hospitalization
 E-9891-Y091-Y12.500 HSA Fund
 \$239.83

Upon roll call the vote was as follows:

Mr. Echemann Yes Mr. Meyer Yes Mr. Dutton Yes

#### IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mr. Echemann, seconded by Mr. Meyer to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the September 01, 2021, meeting:

Official Certificate of Estimated Resources as approve	d by the Budget Commission, under the September	. 01, 2021, IIIE
A00 GENERAL FUND		
E-0051-A001-A51.000	Oil & Gas	\$51,192.44
K00 M.V.G.T. FUNDS/ENGINEER		
E-2812-K000-K13.012	Equipment	\$22,571.14
<b>S33 DISTRICT DETENTION HOME/SARGUS</b>		
E-0910-S033-S33.002	Salaries	\$30,000.00
E-0910-S033-S34.010	Supplies	\$5,000.00
E-0910-S033-S38.011	Contract Services	\$10,000.00
E-0910-S033-S39.000	Food Service Expenses	\$3,000.00
E-0910-S033-S40.000	Medical	\$2,000.00
E-0910-S033-S50.005	Medicare	\$3,000.00
<b>S75 MHAS SUBSIDY GRANT/COMMON PLEAS</b>	<u>Š</u>	
E-1518-S075-S03.002	Salary/Fringes	\$55,000.00
W80 PROSECUTORS-VICTIM ASSISTANCE		
E-1511-W080-P01.002	Salary	\$2,811.09
E-1511-W080-P05.003	PERS	\$600.00
E-1511-W080-P07.006	Hospitalization	\$135.00
E-1511-W080-P08.005	Medicare	\$100.00
SHERIFF/VARIOUS FUNDS		
E-0131-A006-A09.000	Medical	\$236.94
E-0131-A006-A23.000	Background	\$295.00
E-0131-A006-A24.000	E-SORN	\$693.00
E-0131-A006-A28.000	Shop with a Cop	\$1,100.00
E-0131-A006-A30.000	Project Lifesaver	\$780.00
E-0131-A006-A32.000	Warrant Fee	\$500.00
E-0131-A006-A34.000	Litter Control	\$50.00
E-1652-B016-B02.000	DUI	\$50.00
E-5100-S000-S01.010	Commissary	\$21,956.21
E-5101-S001-S06.000	CCW License	\$1,801.00
E-5101-S001-S07.012	CCW Equipment	\$1,825.00
E-9710-U010-U06.000	Reserve	\$1,700.70
TT 11 11 4 C 11		

Upon roll call the vote was as follows:

Mr. Echemann Yes Mr. Meyer Yes Mr. Dutton Yes

# THE MONTHS OF AUGUST & SEPTEMBER 2021

Motion made by Mr. Echemann, seconded by Mr. Meyer to make the following transfer of funds

for the Delta Dental Chargebacks for the months of August & September 2021

Tor the Delta Deltar Chargeoticks for the I	FROM	TO	TOTAL
GENERAL	E-0256-A014-A12.006	R-9891-Y091-Y07.500	18,091.44
PUBLIC DEFENDER	E-0170-A006-G10.000	R-9891-Y091-Y07.500	486.92
BD OF ELECTIONS	E-0181-A003-A11.000	R-9891-Y091-Y07.500	483.40
GRANT / JUVENILE COURT			
CARE & CUSTODY (C-CAP) JUV	E-0400-M060-M29.008	R-9891-Y091-Y07.500	205.76
CARE & CUSTODY	E-0400-M060-M84.008	R-9891-Y091-Y07.500	0.00
ALTERNATIVE/JUV. CT.	E-0400-M067-M05.008	R-9891-Y091-Y07.500	205.76
TITLE IV-E/RANDOM MOMENTS	E-0400-M078-M02.008	R-9891-Y091-Y07.500	154.32
DIST DETENTION HOME	E-0910-S033-S47.006	R-9891-Y091-Y07.500	1,536.16
COUNTY RECORDER	E-1210-S078-S14.006	R-9891-Y091-Y07.500	0.00
DRETAC-TREAS	E-1410-W082-T07.006	R-9891-Y091-Y07.500	0.00
REAL ESTATE ASSESSMENT	E-1310-J000-J06.000	R-9891-Y091-Y07.500	524.62
PROS-VICTIM	E-1511-W080-P07.006	R-9891-Y091-Y07.500	102.88
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9891-Y091-Y07.500	102.88
CORRECTIONS ACT GRANT	E-1520-S077-S04.006	R-9891-Y091-Y07.500	102.88
COMMON PLEAS/GEN SP/MED	E-1544-S054-S05.000	R-9891-Y091-Y07.500	0.00
TARGETED COMM ALTERN TO P	E-1545-S055-S02.002	R-9891-Y091-Y07.500	102.88
PROBATION SERV. GRANT	E-1546-S056-S04.001	R-9891-Y091-Y07.500	102.88
WESTERN -SPEC PROJ	E-1551-S088-S03.006	R-9891-Y091-Y07.500	102.88
NORTHERN-SPEC PROJ	E-1561-S086-S03.006	R-9891-Y091-Y07.500	102.88
EASTERN-SPEC PROJ	E-1571-S087-S03.006	R-9891-Y091-Y07.500	102.88
DOG & KENNEL	E-1600-B000-B13.006	R-9891-Y091-Y07.500	397.78
AUDITOR CLERK HIRE & SUPP	E-1611-B000-B01.002	R-9891-Y091-Y07.500	0.00
MEDATION GRANT	E-1573-S074-S05.006	R-9891-Y091-Y07.500	0.00
SOIL CONSERVATION	E-1810-L001-L14.000	R-9891-Y091-Y07.500	178.28
WATERSHED COORD.	E-1815-L005-L15.006	R-9891-Y091-Y07.500	37.70
COUNTY HEALTH DEPT			
County Health	E-2210-E001-E15.006	R-9891-Y091-Y07.500	333.64
Trailer Parks	E-2211-F069-F04.000	R-9891-Y091-Y07.500	19.04
Public Health Em. Readiness	E-2229-F081-F01.001	R-9891-Y091-Y07.500	159.46
PREP	E-2230-F082-F01.002	R-9891-Y091-Y07.500	0.00
Get Vaccinated	E-2236-F088-F01.002	R-9891-Y091-Y07.500	0.00
Integrated Naloxone Access	E-2237-F089-F01.002	R-9891-Y091-Y07.500	20.58
Public Health Em. Prep.	E-2231-F083-F01.002	R-9891-Y091-Y07.500	102.88
Reproductive Health & Wellness	E-2215-F077-F01.002	R-9891-Y091-Y07.500	110.42
Home Sewage Treatment System	E-2227-F074-F06.000	R-9891-Y091-Y07.500	166.66
Nursing Fund	E-2232-F084-F02.008	R-9891-Y091-Y07.500	106.48
Child & Family Health Services	E-2233-F085-F01.002	R-9891-Y091-Y07.500	185.18
Vital Statistics	E-2213-F075-F02.003	R-9891-Y091-Y07.500	109.74
Food Service	E-2218-G000-G06.003	R-9891-Y091-Y07.500	273.66
Water Systems	E-2219-N050-N05.000	R-9891-Y091-Y07.500	16.98
Pools/Spas	E-2220-P070-P01.002	R-9891-Y091-Y07.500	13.88
MENTAL HEALTH	E-2310-S049-S63.000	R-9891-Y091-Y07.500	346.34

HUMAN SERVICES	E-2510-H000-H16.006	R-9891-Y091-Y07.500	1,543.20
CSEA	E-2760-H010-H12.006	R-9891-Y091-Y07.500	102.88
K-1	E-2811-K200-K10.006	R-9891-Y091-Y07.500	37.70
K-2	E-2811-K200-K10.006	R-9891-Y091-Y07.500	294.90
K-11	E-2812-K000-K20.006	R-9891-Y091-Y07.500	205.76
K-25	E-2813-K000-K39.006	R-9891-Y091-Y07.500	102.88
WATER/SEWER DEPT			
W.W.S. #3	E-3702-P005-P31.000	R-9891-Y091-Y07.500	3,403.33
S.S.D. #2	E-3705-P053-P15.000	R-9891-Y091-Y07.500	0.00
WIC	E-4110-T075-T52.008	R-9891-Y091-Y07.500	411.52
SENIOR SERVICES PROGRAM	E-5005-S070-S06.006	R-9891-Y091-Y07.500	3,802.70
CLERK OF COURTS	E-6010-S079-S07.006	R-9891-Y091-Y07.500	524.62
OAKVIEW JUVENILE	E-8010-S030-S68.006	R-9891-Y091-Y07.500	1,385.36
DRETAC-PROS ATTY	E-1510-W081-P07.006	R-9891-Y091-Y07.500	102.88
PORT AUTHORITY	E-9799-S012-S02.006	R-9891-Y091-Y07.500	37.70
TOTALS		R-9891-Y091-Y07.500	37,045.55

Upon roll call the vote was as follows:

Mr. Echemann Yes
Mr. Meyer Yes
Mr. Dutton Yes

# IN THE MATTER OF TRANSFER OF FUNDS FOR

# THE VISION CHARGEBACKS FOR

# THE MONTHS OF AUGUST & SEPTEMBER 2021

Motion made by Mr. Echemann, seconded by Mr. Meyer to make the following transfer of funds for the Vision Chargebacks for the months of August & September 2021

	FROM	TO	TOTAL
GENERAL	E-0256-A014-A11.006	R-9891-Y091-Y06.500	5,043.24
PUBLIC DEFENDER	E-0170-A006-G10.000	R-9891-Y091-Y06.500	135.00
BD OF ELECTIONS	E-0181-A003-A11.000	R-9891-Y091-Y06.500	141.66
GRANTS/JUVENILE COURT			
CARE & CUSTODY (C-CAP) JUV.CT	E-0400-M060-M29.008	R-9891-Y091-Y06.500	55.44
CARE & CUSTODY	E-0400-M060-M84.008	R-9891-Y091-Y06.500	0.00
ALTERNATIVE SCHOOL/JUV. CT	E-0400-M067-M05.008	R-9891-Y091-Y06.500	55.44
TITLE IV-E/RANDOM MOMENTS	E-0400-M078-M02.008	R-9891-Y091-Y06.500	41.58
DIST DETENTION HOME	E-0910-S033-S47.006	R-9891-Y091-Y06.500	441.18
COUNTY RECORDER	E-1210-S078-S14.006	R-9891-Y091-Y06.500	0.00
REAL ESTATE ASSESSMENT	E-1310-J000-J06.000	R-9891-Y091-Y06.500	147.06
DRETAC-TREAS	E-1410-W082-T07.006	R-9891-Y091-Y06.500	0.00
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9891-Y091-Y06.500	27.72
CORRECTIONS ACT GRANT	E-1520-S077-S04.006	R-9891-Y091-Y06.500	27.72
PROS-VICTIM	E-1511-W080-P07.006	R-9891-Y091-Y06.500	27.72
COMMON PLEAS/GEN. SP/MED	E-1544-S054-S05.000	R-9891-Y091-Y06.500	0.00
TARGETED COMM ALTERN TO PR	E-1545-S055-S02.002	R-9891-Y091-Y06.500	27.72
PROBATION SERV. GRANT	E-1546-S056-S04.001	R-9891-Y091-Y06.500	27.72
WESTERN-SPEC. PROJ.	E-1551-S088-S03.006	R-9891-Y091-Y06.500	27.72
NORTHERN-SPEC. PROJ.	E-1561-S086-S03.006	R-9891-Y091-Y06.500	27.72
EASTERN SPEC. PROJ.	E-1571-S087-S03.006	R-9891-Y091-Y06.500	27.72
DOG & KENNEL	E-1600-B000-B13.006	R-9891-Y091-Y06.500	109.08

AUDITORS CLERK HIRE & SUPP	E-1611-B000-B01.002	R-9891-Y091-Y06.500	0.00
MEDIATION GRANT	E-1573-S074-S05.006	R-9891-Y091-Y06.500	0.00
SOIL CONSERVATION	E-1810-L001-L14.000	R-9891-Y091-Y06.500	51.84
WATERSHED COORD.	E-1815-L005-L15.006	R-9891-Y091-Y06.500	12.06
COUNTY HEALTH DEPT			
County Health	E-2210-E001-E15.006	R-9891-Y091-Y06.500	105.60
Trailer Parks	E-2211-F069-F04.000	R-9891-Y091-Y06.500	5.12
Public Health Em. Rediness	E-2229-F081-F01.001	R-9891-Y091-Y06.500	42.96
PREP	E-2230-F082-F01.002	R-9891-Y091-Y06.500	0.00
Get Vaccinated	E-2236-F088-F01.002	R-9891-Y091-Y06.500	0.00
Integrated Naloxone Access	E-2237-F089-F01.002	R-9891-Y091-Y06.500	5.54
Public Health Emerg. Prep.	E-2231-F083-F01.002	R-9891-Y091-Y06.500	27.72
Reproductive Health & Wellness	E-2215-F077-F01.002	R-9891-Y091-Y06.500	30.14
Home Sewage Treatment System	E-2227-F074-F06.000	R-9891-Y091-Y06.500	44.90
Nursing Fund	E-2232-F084-F02.008	R-9891-Y091-Y06.500	30.32
Child & Family Health Services	E-2233-F085-F01.002	R-9891-Y091-Y06.500	49.90
Vital Statistics	E-2213-F075-F02.003	R-9891-Y091-Y06.500	31.32
Food Service	E-2218-G000-G06.003	R-9891-Y091-Y06.500	73.74
Water Systems	E-2219-N050-N05.000	R-9891-Y091-Y06.500	4.58
Pools/Spas	E-2220-P070-P01.002	R-9891-Y091-Y06.500	3.74
MENTAL HEALTH	E-2310-S049-S63.000	R-9891-Y091-Y06.500	95.22
HUMAN SERVICES	E-2510-H000-H16.006	R-9891-Y091-Y06.500	415.80
CSEA	E-2760-H010-H12.006	R-9891-Y091-Y06.500	27.72
K-1	E-2810-K200-K10.006	R-9891-Y091-Y06.500	12.06
K-2	E-2811-K200-K10.006	R-9891-Y091-Y06.500	81.36
K-11	E-2812-K000-K20.006	R-9891-Y091-Y06.500	571.32
K-25	E-2813-K000-K39.006	R-9891-Y091-Y06.500	194.04
WATER/SEWER DEPT			
W.W.S. #3	E-3702-P005-P31.000	R-9891-Y091-Y06.500	743.69
S.S.D. #2	E-3705-P053-P15.000	R-9891-Y091-Y06.500	197.08
WIC	E-4110-T075-T52.008	R-9891-Y091-Y06.500	110.88
SENIOR SERVICES PROGRAM	E-5005-S070-S06.006	R-9891-Y091-Y06.500	1,033.02
CLERK OF COURTS	E-6010-S079-S07.006	R-9891-Y091-Y06.500	147.06
OAKVIEW JUVENILE	E-8010-S030-S68.006	R-9891-Y091-Y06.500	380.88
DRETAC-PROS ATTY	E-1510-W081-P07.006	R-9891-Y091-Y06.500	27.72
PORT AUTHORITY	E-9799-S012-S02.006	R-9891-Y091-Y06.500	12.06
TOTAL			10,960.83

IN THE MATTER OF TRANSFER OF FUNDS FOR MUTUAL OF OMAHA LIFE

# **INSURANCE CHARGEBACKS FOR THE THIRD QUARTER PERIOD:**

# **JULY, AUGUST AND SEPTEMBER 2021**

Upon roll call the vote was as follows:

Motion made by Mr. Echemann, seconded by Mr. Meyer to make the following transfer of funds for the Mutual of Omaha Life Insurance Chargebacks for the Third Quarter (July, August and September 2021)

Mr. Echemann

Mr. Meyer

Mr. Dutton

Transfer From		Transfer To	Amount
E-0256-A014-A09.006	TOTAL GENERAL FUND	R-9891-Y091-Y05.500	1,865.74
E-0170-A006-G10.000	PUBLIC DEFENDER	R-9891-Y091-Y05.500	40.91

Yes

Yes

Yes

E-0181-A003-A11.000	BD. OF ELECTIONS	R-9891-Y091-Y05.500	54.06
E-1510-W081-P04.000	PROSECUTOR DRETAC	R-9891-Y091-Y05.500	6.75
E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091-Y05.500	36.00
E-0910-S033-S47.006	D.D.HOME	R-9891-Y091-Y05.500	150.81
E-5005-S070-S22.006	SENIOR PROGRAM	R-9891-Y091-Y05.500	302.94
E-1571-S087-S03.006	EASTERN COURT SPECIAL	R-9891-Y091-Y05.500	6.75
E-1561-S086-S03.006	NORTHERN COURT SPECIAL	R-9891-Y091-Y05.500	6.75
E-1551-S088-S03.006	WESTERN COURT SPECIAL	R-9891-Y091-Y05.500	6.75
E-1310-J000-J06.000	REAL ESTATE ASSESS	R-9891-Y091-Y05.500	32.64
E-2811-K200-K10.006	ENGINEER K-1 & K-2	R-9891-Y091-Y05.500	9.00
E-2812-K000-K20.006	ENGINEER K-11	R-9891-Y091-Y05.500	166.53
E-2813-K000-K39.006	ENGINEER K-25	R-9891-Y091-Y05.500	47.25
E-3702-P005-P31.000	WATER/SEWER WWS #3	R-9891-Y091-Y05.500	219.18
E-3705-P053-P15.000	WATER/SEWER SSD #2	R-9891-Y091-Y05.500	46.35
E-1810-L001-L14.000	SOIL CONSERVATION	R-9891-Y091-Y05.500	20.25
E-1815-L005-L15.006	SOIL CONSERVATION-Watershed	R-9891-Y091-Y05.500	6.75
E-6010-S079-S07.006	CLERK OF COURTS/TITLE	R-9891-Y091-Y05.500	47.25
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y05.500	105.75
E-2510-H000-H16.006	DJFS	R-9891-Y091-Y05.500	578.37
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y05.500	76.16
E-2210-E001-E15.006	COUNTY HEALTH	R-9891-Y091-Y05.500	25.19
E-2211-F069-F04.000	Trailer Parks	R-9891-Y091-Y05.500	1.26
E-2227-F074-F06.000	Sewage	R-9891-Y091-Y05.500	10.95
E-2213-F075-F02.003	VITAL STATISTICS	R-9891-Y091-Y05.500	7.62
E-2215-F077-F01.002	REPRODUCTIVE HLTH&WELLNESS	R-9891-Y091-Y05.500	8.79
E-2229-F081-F01.001	PHER	R-9891-Y091-Y05.500	8.88
E-2231-F083-F01.002	PHEP	R-9891-Y091-Y05.500	7.08
E-2232-F084-F02.008	Nursing Program	R-9891-Y091-Y05.500	12.96
E-2233-F085-F01.002	CHILD FAMILY HEALTH SERVICES PROG.	R-9891-Y091-Y05.500	13.50
E-2236-F088-F01.002	Get Vacinated	R-9891-Y091-Y05.500	0.79
E-2237-F089-F01.002	Intergrated Naloxone	R-9891-Y091-Y05.500	2.04
E-2218-G000-G06.003	FOOD SERVICE	R-9891-Y091-Y05.500	17.97
E-2219-N050-N05.000	Water	R-9891-Y091-Y05.500	1.11
E-2220-P070-P01.002	Pools	R-9891-Y091-Y05.500	0.90
E-4110-T075-T52.008	W.I.C. PROGRAM	R-9891-Y091-Y05.500	21.60
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y05.500	27.00
E-1511-W080-P07.006	VICTIMS ASSISTANCE	R-9891-Y091-Y05.500	6.75
E-1520-S077-S04.006	COMMUNITY GRANT	R-9891-Y091-Y05.500	6.75
E-0400-M060-M29.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	13.50
E-0400-M067-M05.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	13.50
E-0400-M078-M02.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	11.25
E-9799-S012-S02.006	PORT AUTHORITY	R-9891-Y091-Y05.500	11.28
E-1518-S075-S03.002	MHAS SUBSIDY GRANT	R-9891-Y091-Y05.500	6.75
	Total amount this transfer		4,070.36
Upon roll call the vote was	as follows:		

Yes

Yes

Yes

Mr. Meyer Mr. Dutton

IN THE MATTER OF TRANSFER OF FUNDS

Mr. Echemann

#### FOR HSA CHARGEBACKS/SEPTEMBER 2021

Motion made by Mr. Echemann, seconded by Mr. Meyer to make the following transfer of funds for HAS

September

HSA CHARGEBACKS MONTHLY CHARGEBACKS

From: To:

NUMBER	ACCOUNT	NUMBER	AMOUNT
E-2510-H000-H16.006	HUMAN SERVICES	R-9891-Y091-Y12.500	64.52
E-3702-P005-P31.000	WWS #3 REVENUE	R-9891-Y091-Y12.500	64.52
E-2410-S066-S80.000	BCBDD-MAIN FUND	R-9891-Y091-Y12.500	64.52
E-5005-S070-S06.006	SENIOR SERVICES	R-9891-Y091-Y12.500	64.52
E-6010-S079-S07.006	CLERK OF COURTS	R-9891-Y091-Y12.500	64.52
		TOTALS	322.60

Upon roll call the vote was as follows:

Mr. Echemann Yes
Mr. Meyer Yes
Mr. Dutton Yes

## IN THE MATTER OF REQUEST FOR CERTIFICATION

#### OF MONIES BY THE BUDGET COMMISSION

Motion made by Mr. Echemann, seconded by Mr. Meyer to request the Belmont County Budget Commission certify the following monies. OIL & GAS RECEIPTS JULY AND AUGUST/GENERAL FUND-\$51,192.44 deposited into R-0050-A000-A02.500 on dates below-

07/27/2021 \$480.33 \$7,944.79 07/30/2021 07/30/2021 \$243.27 08/02/2021 \$3,816.15 08/03/2021 \$422.42 08/03/2021 \$4,254.70 08/03/2021 \$125.49 08/03/2021 \$869.80 08/03/2021 \$701.62 08/03/2021 \$688.85 08/05/2021 \$150.43 08/05/2021 \$1,034.09 08/16/2021 \$30,460.50 **TOTAL** \$51,192.44

Upon roll call the vote was as follows:

Mr. Echemann Yes Mr. Meyer Yes Mr. Dutton Yes

## IN THE MATTER OF APPROVING

# THEN AND NOW CERTIFICATE/AUDITOR'S

Motion made by Mr. Echemann, seconded by Mr. Meyer to execute payment of Then and Now Certification dated September 1, 2021, 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. Echemann Yes Mr. Meyer Yes Mr. Dutton Yes

# IN THE MATTER OF GRANTING PERMISSION

## FOR COUNTY EMPLOYEES TO TRAVEL

Motion made by Mr. Echemann, seconded by Mr. Meyer granting permission for county employees to travel as follows: **SSOBC-**Donna Steadman to Amish Farms on September 2, 2021, for a senior outing. Donna Steadman to Moundsville, WV, on September 9 & 21, 2021, to Four Seasons Pool for a senior outing. Donna Steadman to Cambridge, OH, on September 28, 2021, to the Forum for a senior outing. Dorothy Burkhart to Amish Country on September 28, 2021, for a senior outing. County vehicles will be used for travel.

**WATER & SEWER DISTRICT-**Mario DeFelice, Josh Materkoski and John Yeager to Miverva, OH, during the week of August 30 and/or the week of September 7, 2021 for the disposal of asbestos material at Minerva Enterprises. A county vehicle will be used for travel.

Upon roll call the vote was as follows:

Mr. Echemann Yes Mr. Meyer Yes Mr. Dutton Yes

## IN THE MATTER OF APPROVING MINUTES OF REGULAR

# BOARD OF COMMISSIONERS MEETING

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the minutes of the Belmont County Board of Commissioners regular meeting of August 25, 2021.

Upon roll call the vote was as follows:

Mr. Echemann Yes Mr. Meyer Yes Mr. Dutton Yes

# IN THE MATTER OF HIRING DERRICK HECKATHORN AS

#### AS FULL-TIME DELIVERY WORKER/SSOBC

Motion made by Mr. Echemann, seconded by Mr. Meyer to hire Derrick Heckathorn as full-time Delivery Worker (Driver) with Senior Services of Belmont County, effective September 7, 2021.

Upon roll call the vote was as follows:

Mr. Echemann Yes Mr. Meyer Yes Mr. Dutton Yes

## IN THE MATTER OF APPROVING THE ESTIMATE FROM EAST OHIO

#### ASPHALT, LLC/WATER TOWER & PUBLIC DEFENDER

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the estimate from East Ohio Asphalt, LLC, in the amount of \$32,233.85, for asphalt paving and pavement striping of the water tower lot and Belmont County Public Defender lot and driveway. Upon roll call the vote was as follows:

Mr. Echemann Yes Mr. Meyer Yes Mr. Dutton Yes

# IN THE MATTER OF ENTERING INTO SCHOOL RESOURCE OFFICER (SRO) CONTRACT BETWEEN BRIDGEPORT EXEMPTED VILLAGE

SCHOOL DISTRICT, BELMONT COUNTY COMMISSIONERS AND

#### **BELMONT COUNTY SHERIFF'S OFFICE**

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter into School Resource Officer (SRO) contract between Bridgeport Exempted Village School District, the Belmont County Commissioners and the Belmont County Sheriff's Office for the 2021-2022 school year.

Note: The school will provide reimbursement to the county of \$32.06 per hour (including all wages and benefits) for 200-8 hour days of SRO services for the 2021-2022 school year.

# CONTRACT FOR SCHOOL RESOURCE OFFICER (SRO) BETWEEN THE BRIDGEPORT EXEMPTED VILLAGE SCHOOL DISTRICT THE BELMONT COUNTY COMMISSIONERS AND THE BELMONT COUNTY SHERIFF'S OFFICE

This Contract (hereinafter "Contract"), effective for the 2021-2022 school year, is made and entered into by and between the Bridgeport Exempted Village School District (BEVSD) 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 Bridgeport Exempted Village 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 BEVSD 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 BEVSD, said deputy shall be acting within the scope of his employment with the Sheriff's Office.

BEVSD shall utilize the services of the SRO for two-hundred (200) days that will be primarily during the regular student school year. BEVSD 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 BEVSD 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 them 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.

BEVSD will be invoiced once at the beginning of the school year and once in January of the following year. The BEVSD shall pay the Sheriff's Office \$32.06 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, BEVSD will have the option to receive a refund of any monies remaining in the Sheriffs 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

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 BEVSD 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, 2021, 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.

# III. 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 Office employed by participating law enforcement agencies (referred to herein as SROs) to BEVSD 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 BEVSD.

#### 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 BEVSD shall maintain full, final, and plenary authority over curriculum and instruction in the BEVSD, 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 BEVSD. 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 BEVSD, 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. BEVSD 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:

I. 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, BEVSD shall only be invoiced and provide reimbursement for the costs incurred and hourly rate agreed to through the

#### **NOTICE** VII.

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 BEVSD:

Bridgeport Exempted Village School District 55781 Industrial Drive Bridgeport, OH 43912

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 BEVSD and the Sheriff's Office. As agreed to and in partnership with:

#### **BELMONT COUNTY SHERIFF**

#### **BRIDGEPORT EXEMPTED VILLAGE** SCHOOL DISTRICT

APPROVED AS TO FORM: **By:** David K. Liberati /s/

Title: Assist P. A.

**By:** David M. Lucas /s/

By: Brent Ripley /s/ Eric M. Meininger /s/ **Date:** 8/24/2021 By: Don Cash /s/

**Date:** 8-18-2021

**BELMONT COUNTY COMMISSIONERS:** 

Jerry Echemann /s/ Jerry Echemann, President

Josh Meyer /s/

Josh Meyer J. P. Dutton /s/

J. P. Dutton

**Date:** 9/1/2021

Upon roll call the vote was as follows:

Mr. Echemann Yes Mr. Meyer Yes Mr. Dutton Yes

## IN THE MATTER OF ENTERING INTO SCHOOL RESOURCE OFFICER (SRO)

CONTRACT BETWEEN BELMONT HARRISON VOCATIONAL

SCHOOL DISTRICT, BELMONT COUNTY COMMISSIONERS AND

# **BELMONT COUNTY SHERIFF'S OFFICE**

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter into School Resource Officer (SRO) contract between Belmont Harrison Vocational School District, the Belmont County Commissioners and the Belmont County Sheriff's Office for the 2021-2022 school year. Note: The school will provide reimbursement to the county of \$32.06 per hour (including all wages and benefits) for 190-8 hour days of SRO services for the 2021-2022 school year.

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

This Contract (hereinafter "Contract"), effective for the 2021-2022 school year, is made and entered into by and between the Belmont Harrison Vocational School District Board of Education ("BHVSD") 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.

## **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 BHVSD 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 BHVSD, said deputy shall be acting within the scope of his employment with the Sheriff's Office.

BHVSD shall utilize the services of the SRO for one-hundred-ninety (190) days that will be primarily during the regular student school year. BHVSD shall utilize the services of the SRO for eight (8) hours per day during the one-hundred-ninety (190) day period of time. The eight (8) hour per day schedule will be determined by the BHVSD 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 them 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.

BHVSD will be invoiced once at the beginning of the school year and once in January of the following year. The BHVSD shall pay the Sheriff's Office \$32.06 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, BHVSD 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 BHVSD 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, 2021, 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.

#### III. 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 Office employed by participating law enforcement agencies (referred to herein as SROs) to BHVSD 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

#### 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 BHVSD.

#### 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 BHVSD shall maintain full, final, and plenary authority over curriculum and instruction in the BHVSD, 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 BHVSD. 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 BHVSD, 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. 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:

- I. 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, BHVSD 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 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 BLSD and the Sheriff's Office. As agreed to and in partnership with:

# BELMONT COUNTY SHERIFF

BELMONT HARRISON VOCATIONAL SCHOOL DISTRICT

By: David M. Lucas /s/
Date: 8/24/2021
BELMONT COUNTY COMMISSIONERS:
By: Richard Schoene /s/
By: SUPERINTENDENT
Date: 8/16/2021
APPROVED AS TO FORM:

Jerry Echemann /s/
Jerry Echemann, President

Josh Meyer /s/
Josh Meyer
J. P. Dutton /s/
J. P. Dutton

Upon roll call the vote was as follows:

**Date:** 9/1/2021

Mr. Echemann Yes Mr. Meyer Yes Mr. Dutton Yes

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

**Title:** <u>Assist P. A.</u>

# IN THE MATTER OF EXECUTING THE OAKVIEW JUVENILE RESIDENTIAL'S CENTER'S BUDGET REQUEST FY 2022

Motion made by Mr. Meyer, seconded by Mr. Dutton to authorize Belmont County Commission President Jerry Echemann to execute the Oakview Juvenile Residential Center's Budget Request to the Ohio Department of Youth Services-Community Corrections Facilities Grant for FY 2022 in the amount of \$1,435,561.00.

Upon roll call the vote was as follows:

Mr. Meyer Yes
Mr. Dutton Yes
Mr. Echemann Yes

# IN THE MATTER OF ENTERING INTO THE GRANT AGREEMENT FOR COMMUNITY CORRECTIONS FACILITIES BETWEEN THE STATE OF OHIO, DEPARTMENT OF YOUTH SERVICES AND OAKVIEW JUVENILE RESIDENTIAL CENTER

Motion made by Mr. Meyer, seconded by Mr. Dutton to authorize Belmont County Commission President Jerry Echemann to sign and enter into the Grant Agreement for Community Corrections Facilities between the State of Ohio, Department of Youth Services and the Oakview Juvenile Residential Center in the amount of \$1,435,561.00 for the period beginning July 1, 2021 to June 30, 2022.

# Ohio Department of Youth Services GRANT AGREEMENT FOR COMMUNITY CORRECTIONS FACILITIES

This Grant Agreement is made and entered into by and between the State of Ohio, Department of Youth Services (hereinafter referred to as "Department") and the Oakview Juvenile Residential Center (hereinafter referred to as "Grantee") located in Belmont County.

The Grantee has made application to the Department to fund a sixteen-bed facility and has submitted a grant plan for the use of these funds. The Department approves funding for the Grantee in the sum of \$1,435,561.00 for the period beginning July 1, 2021, and ending June 30, 2022, subject to the terms and conditions of this agreement.

#### A. TERMS AND CONDITIONS:

- 1. The Grantee agrees to implement the plan as outlined in the grant application submitted by the Grantee and approved by the Department (including any conditions hereafter imposed by the Department for purposes of provisional approval), which is attached hereto as Appendix A, and incorporated herein by reference.
- 2. The Grantee agrees to comply with Ohio Administrative Code Chapter 5139-36-03, "Administration of community corrections facilities: responsibilities of the grantee." and 5139-36-05, "Fiscal management and budgetary requirements." and Ohio Revised Code Section 5139.36, and other related sections.
- 3. The obligations of the Department under this agreement are subject to the determination of the Director that sufficient funds have been appropriated by the General Assembly to the Department for the purposes of this agreement and to the certification of the availability of such funds by the Director of Budget and Management as required by R.C. 126.07.
- 4. The initial amount of funding approved by the Department under this agreement is subject to quarterly review by the Department and may be increased or reduced based upon occupancy, operational and maintenance needs of the Facility and availability of funds. Budget adjustments will not be made without this review. The Facility will be notified in writing of any change in the initial funding within 10 working days after the review of the budget. The decision of the Director shall be final and is not appealable.
- 5. The Grantee agrees that it will not employ as staff, or on a contract basis, any employee of the Department.

- 6. The Grantee agrees that the director of the CCF is under the supervision of the governing board and as such the hiring, termination and any disciplinary actions will be a collective decision of the board.
- 7. The Grantee will make its best efforts to augment the funding received from the Department through other funding resources, including but not limited to: tuition reimbursement, Medicaid, NSLA, and other sources identified by the Department.
- 8. The Grantee agrees that the only youth admitted and served by the Facility shall be those who would have otherwise been committed to the Department.
- The Grantee agrees that the approved funds shall only be used to support operations
  and maintenance costs of the Facility and shall not be used for the provision of
  aftercare services.

#### **B. PROGRAM EVALUATION:**

- 1. The Grantee shall maintain statistical records for the grant in the format and frequency as established by the Department.
- 2. The Grantee shall prepare and submit to the Department a report comprised of statistical data pursuant to the Department's instructions.
- 3. The Grantee shall prepare and submit to the Department reports comprised of the statistical data set forth above based upon the time frame established by the Department.
- 4. The Grantee agrees to maintain intake and assessment forms for each youth referred or placed in the Facility.
- 5. The Grantee acknowledges that failure to comply with Items (B) (1) through (4) of this Grant Agreement may result in delayed grant payments to the Grantee.

## C. <u>COMPLIANCE</u>:

- 1. The Grantee agrees that it will cooperate with and provide any additional information as may be required by the Department to fulfill its obligation in the administration and evaluation of the facility and program.
- 2. The Grantee understands that failure to comply with the rules of Chapter 5139-36 of the Ohio Administrative Code, which are applicable under this Grant Agreement, may be cause for the Director of the Department of Youth Services to terminate further funding. Furthermore, the Grant Agreement may be terminated by the Department if:
  - a. There has been a reduction in the quality and extent of the program services.

- b. There has been a financial or audit disclosure involving misuse of state funds.
- c. A substantial reduction in commitments to the Department is not achieved, as indicated in the approved plan.
- d. Program modifications required by the Department are not made.
- 3. The Grantee agrees to compensate the Department for the costs of any audit performed by the Auditor of State which is deemed necessary by the Department.
- 4. The Grantee understands that, per OAC 5139-36-07 (D), fiscal audit findings, once resolved, shall be paid from the governing county's general fund. The governing county's fiscal agent shall be required to refund to the department from the governing county's general fund the amount of the fiscal finding within forty-five days of notification unless an appeal of the exception is filed. For a multi-county facility, the amount of the fiscal finding may be refunded to the department, in accordance with a multi-county agreement, from the general revenue fund of multiple counties, provided that all counties in the multi-county facility have agreed as documented through the terms of the annual grant agreement signed by all the counties.

#### D. TERMINATION:

- 1. The Department shall provide written notice to the Grantee of any intention to terminate funding. This notice will be provided thirty (30) days prior to any such action being taken.
- 2. The Grantee shall have thirty (30) days following the receipt of such notice to present a request for reconsideration to the Director of the Department of Youth Services. The decision of the Director shall be final and is not appealable.
- 3. Either the Department or the Grantee may terminate this agreement without cause, by providing the other party written notification of the date of the termination, which shall not be less than thirty (30) days from the date of the written notice.

E. <u>AUTHORIZED SIGNATURES:</u> THE OHIO DEPARTMENT OF YOUTH SERVI	CES:
Director	Date
FACILITY:	
Facility Administrator Community Correctional Facility	8/25/2( Date
GOVERNING BOARD (one for each member):	
	Date
COUNTY COMMISSIONER (Physical Plant Site	):

September 1, 2021

Jerry Echemann

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Upon roll call the vote was as follows:

Mr. Meyer

Yes

Mr. Dutton Mr. Echemann

Yes Yes

# RECESS

# IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 9:34 A.M.

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter executive session with Katie Bayness, HR Administrator, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment of public employees. Upon roll call the vote was as follows:

Mr. Echemann

Yes Yes

Mr. Meyer Mr. Dutton

Yes

Motion made by Mr. Echemann, seconded by Mr. Meyer to exit executive session at 10:00 a.m.

Upon roll call the vote was as follows:

Mr. Echemann Mr. Meyer Yes Mr. Dutton Yes

Mr. Echemann said as a result of executive session there is one motion for the board to consider.

# IN THE MATTER OF APPROVING THE TRANSFER OF JEANNE KINNEY

# FROM FULL-TIME ACCOUNTS RECEIVING CLERK TO FULL-TIME

#### **ADMINISTRATIVE CLERK/WATER & SEWER DISTRICT**

Motion made by Mr. Echemann, seconded by Mr. Meyer to transfer Jeanne Kinney from full-time Accounts Receiving Clerk to full-time Administrative Clerk at the Belmont County Water & Sewer District, effective September 6, 2021. Ms. Kinney will be in Step 3 of the pay scale.

Upon roll call the vote was as follows:

Mr. Echemann Yes Yes Mr. Meyer Mr. Dutton Yes

10:00 Bid Opening-Engineer's Project 20-9 BEL-CR4-8.82 (Willow Grove Road), Slide Repair

#### IN THE MATTER OF BID OPENING FOR ENGINEER'S

#### PROJECT 20-9 BEL-CR4-8.82 (WILLOW GROVE ROAD) SLIDE REPAIR

This being the day and 10:00 a.m. being the hour that bids were to be on file in the Commissioners' Office for the Engineers Project 20-9 BEL-CR4-8.82 (Willow Grove Road) Slide Repair they proceeded to open the following bids:

NAME **Alan Stone Company** 

**BID BOND** X

**BID AMOUNT** \$169,520.50

5519 Suite A St. Rte. 339 Vincent, OH 45784

**Ohio-West Virginia Excavating** 

X

\$159,301.50

**PO Box 128** 

Powhatan Point, OH 43942

**BBR Drilling** 

X

\$196,257.50

41462 Palmer Road

**Belmont, OH 43718** 

Engineers Estimate: \$188,435.00

Present: Will Eddy, Belmont County Engineer's office

Motion made by Mr. Echemann, seconded by Mr. Meyer to turn over all bids received for the Belmont County Engineer's Project 20-9 BEL-

**CR4-8.82 (Willow Grove Road), Slide Repair** to Belmont County Engineer Terry Lively for review and recommendation.

Upon roll call the vote was as follows:

Mr. Echemann Yes Mr. Meyer Yes Mr. Dutton Yes

## RECESS

# IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:26A.M.

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter executive session with Katie Bayness, HR Administrator, and Attorneys Kathleen Minahan and Brian Butcher, pursuant to ORC 121.22(G)(3) Court Action Exception to consider pending litigation. Upon roll call the vote was as follows:

> Mr. Echemann Yes Mr. Meyer Yes Mr. Dutton Yes

# IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 10:57 A.M.

Motion made by Mr. Echemann, seconded by Mr. Meyer to exit executive session at 10:57 a.m.

Upon roll call the vote was as follows:

Mr. Echemann Yes Mr. Meyer Yes Mr. Dutton Yes

Mr. Echemann said as a result of executive session there are no motions for the board to consider.

## RECESS

## 11:30 Belmont County Budget Hearing for Fiscal Year 2022-Auditor's office

Reconvened at 12:18 with no further business to come before the board.

<b>IN THE MATTER</b>	OF ADJOURNING
COMMISSIONER	RS MEETING AT 12:18 P.M.

Motion made by Mr. Echemann, seconded by Mr. Meyer to adjourn the meeting at 12:18 p.m. Upon roll call the vote was as follows:

Mr. Echemann Yes Mr. Meyer Yes Mr. Dutton Yes

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rcuu,	approved	una signee	1 tills <u>ott</u>	uuy or	<u>beptember</u> ,	2021.

Jerry Echemann /s/	
J. P. Dutton /s/	COUNTY COMMISSIONERS
Josh Meyer /s/	

We, Jerry Echemann and Bonnie Zuzak, 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.

Jerry Echemann /s/	PRESIDENT
Bonnie Zuzak /s/	CLERK