

St. Clairsville, Ohio

February 14, 2024

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 his warrant on the County Treasurer in payment of the bills allowed:

IN THE TOTAL AMOUNT OF \$1,249,783.44

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:

A00 GENERAL FUND

| FROM | TO | AMOUNT |
|--|-------------------------------|---------------|
| E-0051-A001-A50.000 Budget Stabilization | E-0051-A001-A29.000 Bel-O-Mar | \$1,836.45 |

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 following dates:

****JANUARY 3, 2024****

W98 CEBCO WELLNESS GRANT

| | | |
|---------------------|---------------|----------|
| E-1498-W098-W19.000 | 2023 Expenses | \$684.87 |
|---------------------|---------------|----------|

****FEBRUARY 07, 2024****

A00 GENERAL FUND

| | | |
|---------------------|--------|------------|
| E-0111-A001-E02.002 | Salary | \$1,250.00 |
|---------------------|--------|------------|

****FEBRUARY 14, 2024****

N22 WWS CAPITAL IMPROVEMENT

| | | |
|---------------------|---------------------|-------------|
| E-9022-N022-N17.000 | USDA Water Projects | \$22,025.29 |
|---------------------|---------------------|-------------|

S30 OAKVIEW JUVENILE REHABILITATION

| | | |
|---------------------|------|------------|
| E-8010-S030-S54.000 | Food | \$3,028.86 |
|---------------------|------|------------|

S32 OAKVIEW JUVENILE-ACTIVITY FUND

| | | |
|---------------------|---------------|----------|
| E-8012-S032-S00.000 | Activity Fund | \$120.88 |
|---------------------|---------------|----------|

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 February 14, 2024, 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 TRANSFER OF FUNDS FOR 2024

WORKERS' COMPENSATION TRUE-UP CHARGEBACKS

Motion made by Mr. Echemann, seconded by Mr. Meyer to make the following transfer of funds for 2024 Workers' Compensation True-Up Payment Chargebacks.

2024 WORKERS' COMPENSATION TRUE-UP PAYMENT

| ACCOUNT NAME | TRANSFER FROM | TRANSFER TO | TRUE |
|-------------------------------------|---------------------|---------------------|-------------------------|
| | ACCOUNT NUMBER | ACCOUNT NUMBER | UP |
| | | | Rate: |
| | | | .00092663 |
| | | | Rate: 2.73141 |
| PUBLIC EMPLOYER EMERG. ORGANIZATION | E-0256-A014-A14.004 | R-9899-Y089-Y04.574 | \$1,307.00 |
| | | | Rate: 0.00092663 |
| GENERAL FUND | E-0256-A014-A14.004 | R-9899-Y089-Y04.574 | \$12,853.48 |

| | | | |
|------------------------------------|---------------------|---------------------|-------------|
| UNDIVIDED ESTATE TAXT | E-0256-A014-A14.004 | R-9899-Y089-Y04.574 | \$1.55 |
| TOTAL GENERAL FUND | | | \$14,162.03 |
| OTHER AGENCIES | | | |
| DOG AND KENNEL | E-1600-B000-B09.004 | R-9899-Y089-Y04.574 | \$225.17 |
| PUBLIC ASSISTANCE | E-2510-H000-H13.004 | R-9899-Y089-Y04.574 | \$4,139.66 |
| C.S.E.A. | E-2760-H010-H08.004 | R-9899-Y089-Y04.574 | \$672.10 |
| REAL ESTATE ASSESSMENT | E-1310-J000-J05.004 | R-9899-Y089-Y04.574 | \$146.49 |
| M.V.G.T. K-1 & K-2 | E-2811-K000-K09.004 | R-9899-Y089-Y04.574 | \$249.84 |
| M.V.G.T. K-11 | E-2812-K000-K22.004 | R-9899-Y089-Y04.574 | \$1,177.91 |
| M.V.G.T. K-25 | E-2813-K000-K35.004 | R-9899-Y089-Y04.574 | \$396.60 |
| SOIL CONSERVATION | E-1810-L001-L12.004 | R-9899-Y089-Y04.574 | \$140.62 |
| WATER SHED COORDINATOR-SOIL | E-1815-L005-L12.004 | R-9899-Y089-Y04.574 | \$25.49 |
| PORT AUTHORITY | E-9799-S012-S09.004 | R-9899-Y089-Y04.574 | \$134.34 |
| DISTRICT DETENTION HOME | E-0910-S033-S45.004 | R-9899-Y089-Y04.574 | \$1,097.48 |
| MENTAL HEALTH | E-2310-S049-S61.004 | R-9899-Y089-Y04.574 | \$421.32 |
| BCBDD-MAIN FUND | E-2410-S066-S77.004 | R-9899-Y089-Y04.574 | \$3,342.99 |
| BELMONT COUNTY SENIOR PROGRAM | E-5005-S070-S03.004 | R-9899-Y089-Y04.574 | \$1,864.22 |
| CERTIFICATE OF TITLE | E-6010-S079-S09.004 | R-9899-Y089-Y04.574 | \$235.56 |
| MEDIATION SERVICES-COMMON PLEAS | E-1544-S054-S03.004 | R-9899-Y089-Y04.574 | \$1.28 |
| TARGETED COM ALTERN TO PRISON | E-1545-S055-S02.002 | R-9899-Y089-Y04.574 | \$64.54 |
| PROBATION SERVICE GRANT | E-1546-S056-S04.001 | R-9899-Y089-Y04.574 | \$76.96 |
| NORTHERN COURT-SPECIAL | E-1561-S086-S04.004 | R-9899-Y089-Y04.574 | \$47.87 |
| EASTERN COURT-SPECIAL | E-1571-S087-S04.004 | R-9899-Y089-Y04.574 | \$40.85 |
| WESTERN COURT-SPECIAL | E-1551-S088-S04.004 | R-9899-Y089-Y04.574 | \$41.14 |
| OAKVIEW JUVENILE REHABILITATION | E-8010-S030-S67.004 | R-9899-Y089-Y04.574 | \$789.60 |
| MHAS SUBSIDY GRANT | E-1518-S075-S03.002 | R-9899-Y089-Y04.574 | \$33.49 |
| CORRECTIONS ACT GRANT-COMMON PLEAS | E-1520-S077-S05.004 | R-9899-Y089-Y04.574 | \$56.61 |
| W.I.C. PROGRAM | E-4110-T075-T52.008 | R-9899-Y089-Y04.574 | \$160.46 |
| LAW LIBRARY RESOURCES FUND | E-9720-W020-W04.004 | R-9899-Y089-Y04.574 | \$22.71 |
| DRETAC-PROSECUTOR | E-1510-W081-P06.004 | R-9899-Y089-Y04.574 | \$77.11 |
| DRETAC-TREASURER | E-1410-W082-T06.004 | R-9899-Y089-Y04.574 | \$40.11 |
| WATER DEPARTMENT | | | |
| WWS#3 REVENUE | E-3702-P005-P30.004 | R-9899-Y089-Y04.574 | \$1,427.28 |
| SSD #2 REVENUE | E-3705-PO53-P14.004 | R-9899-Y089-Y04.574 | \$349.05 |
| JUVENILE COURT GRANTS | | | |
| ALTERNATIVE SCHOOL | E-0400-M067-M03.004 | R-9899-Y089-Y04.574 | \$108.31 |
| CCAP | E-0400-M060-M28.004 | R-9899-Y089-Y04.574 | \$101.79 |
| PLACEMENT | E-0400-M064-M03.004 | R-9899-Y089-Y04.574 | \$57.33 |
| TITLE IV-E REIMB | E-0400-M078-M02.008 | R-9899-Y089-Y04.574 | \$92.68 |
| COUNTY HEALTH | | | |
| COUNTY HEALTH | E-2210-E001-E11.004 | R-9899-Y089-Y04.574 | \$208.24 |
| TRAILER PARKS | E-2211-F069-F02.002 | R-9899-Y089-Y04.574 | \$3.26 |
| HOME SEWAGE TREATMENT SYSTEMS | E-2227-F074-F06.000 | R-9899-Y089-Y04.574 | \$58.35 |
| VITAL STATISTICS | E-2213-F075-F02.003 | R-9899-Y089-Y04.574 | \$27.09 |
| REPRODUCTIVE HEALTH | E-2215-F077-F01.002 | R-9899-Y089-Y04.574 | \$44.11 |
| PH EMERGENCY READINESS | E-2238-F090-F01.002 | R-9899-Y089-Y04.574 | \$92.92 |
| PHEP | E-2231-F083-F01.002 | R-9899-Y089-Y04.574 | \$25.53 |
| NURSING PROGRAM | E-2232-F084-F02.008 | R-9899-Y089-Y04.574 | \$108.26 |
| AH | E-2241-F093-F07.002 | R-9899-Y089-Y04.574 | \$33.88 |

| | | | |
|---|----------------------|---------------------|--------------------|
| GET VACCINATED | E-2236-F088-F01.002 | R-9899-Y089-Y04.574 | \$9.07 |
| INTERGARATED NALOXONE ACCESS/INFRAS | E-2237-F-089-F01.002 | R-9899-Y089-Y04.574 | \$28.29 |
| FOOD SERVICE | E-2218-G000-G06.003 | R-9899-Y089-Y04.574 | \$106.24 |
| WATER SYSTEM FUND | E-2219-N050-N04.002 | R-9899-Y089-Y04.574 | \$9.07 |
| SWIMMING POOLS AND SPAS | E-2220-P070-P01.002 | R-9899-Y089-Y04.574 | \$1.70 |
| TRANSFER TO: R-9899-Y089-Y04.574 | | | TOTAL |
| | | | \$32,777.00 |

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:

COMMISSIONERS-Jerry Echemann to Dennison, OH, on February 20, 2024 to attend the OMEGA Executive Board meeting. A county vehicle will be used for travel. Jaclynn Smolenak and Lisa Vannoy to Columbus, OH, on March 27-28, 2024 to attend the Local Government Officials Conference.

HR DEPARTMENT-Katie Bayness to Columbus, OH, on April 5, 2024, to attend the annual CEBCO Membership meeting. A county vehicle will be used for travel.

SSOBC-Powhatan Senior Center employees to New Martinsville, WV, on March 11, 2024 for a senior outing to Quinet's Restaurant. Bellaire Senior Center employees to Triadelphia and Wheeling, WV, on March 13, 2024 for a senior outing to The Highlands, fish market and Jebbia's. Bethesda Senior Center employees to Wheeling, WV, on March 13, 2024 for a senior outing to fish market, Big Lots and surrounding areas. Flushing Senior Center employees to Triadelphia, WV, on March 21, 2024 for a senior outing to The Highlands. Senior Center employees to Triadelphia, WV, on March 26, 2024 to attend the Senior Expo. Barnesville Senior Center employees to Triadelphia, WV, on March 27, 2024, for a senior outing to The Highlands. County vehicles 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 February 7, 2024.

Upon roll call the vote was as follows:

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

IN THE MATTER OF HIRING GINA MORAN AS FULL-TIME CORRECTIONAL CARE COORDINATOR/JAIL

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the hire of Gina Moran as a full-time Correctional Care Coordinator at the Belmont County Jail, effective February 15, 2024, pay grade 10, step 1.

Note: This is a replacement position.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING RESIGNATION OF THOMAS KING, PART-TIME MEDICAL DRIVER/SSOBC

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the resignation of Thomas King as part-time Medical Driver at Senior Services of Belmont County, effective February 16, 2024.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE PROPOSAL FROM KALKREUTH ROOFING AND SHEET METAL/JFS

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the proposal from Kalkreuth Roofing and Sheet Metal in the amount of \$74,850.00 to furnish labor and materials for necessary repairs for roof restoration at the Belmont County Department of Job and Family Services building located at 68145 Hammond Road, St. Clairsville, Ohio.

Upon roll call the vote was as follows:

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

IN THE MATTER OF DEDICATION PLAT FOR FREEDOM WAY (PUBLIC) UNION TOWNSHIP, SEC. 13, T-8, R-5

[Belmont Co. Commissioners
[Courthouse
[St. Clairsville, Ohio 43950
[Date February 14, 2024

Motion made by Mr. Echemann, seconded by Mr. Meyer to authorize the Clerk of the Board to establish a date and time for the Subdivision Hearing in regards to the dedication plat for Freedom Way (Public), Union Township, Section 23 T-8, R-5 pursuant to the Ohio Revised Code Section 711.05 and proceed with the required notifications.

NOTICE OF NEW SUB-DIVISION

Revised Code Sec. 711.05

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To: Nancy Lucas, F.O., Union Township Trustees, 69560 Morristown Flushing Rd., Flushing, OH 43977.

You are hereby notified that the 28th day of February, 2024, at 10:00 o'clock A. M., has been fixed as the date, and the office of the Commissioners, in the Courthouse, St. Clairsville, Ohio, as the place where the Commissioners will act on the above stated matter.

By order of the Belmont County Commissioners.

Bonnie Zuzak /s/

Clerk of the Board

- Mail by certified return receipt requested

cc: Union Township Trustees

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 BELLAIRE LOCAL SCHOOL DISTRICT, BELMONT
COUNTY COMMISSIONERS AND BELMONT COUNTY SHERIFF'S OFFICE FOR 2023-2024 SCHOOL YEAR**

Motion made by Mr. Echemann, seconded Mr. Meyer to enter into School Resource Officer (SRO) contract between Bellaire Local School District, the Belmont County Commissioners and the Belmont County Sheriff's Office for the 2023-2024 school year.

Note: The school's current rate of reimbursement to the county is \$32.74 per hour (including all wages and benefits) for 190-8 hour days of SRO services

**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 2023-2024 school year, is made and entered into by and between the Bellaire Local School District (BLSLSD) 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 Bellaire Local School District.

I. Purpose of Contract

The Sheriff's Office has provided an SRO for the BLSLSD during the course of the 2023-24 school year. In order to confirm the terms of the parties' agreement with respect to the SRO provided and to memorialize the parties' agreement going forward, this 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 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 BLSLSD 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 BLSLSD, said deputy shall be acting within the scope of his employment with the Sheriff's Office.

BLSLSD shall utilize the services of the SRO for one-hundred-ninety (190) days that will be primarily during the regular student school year. BLSLSD 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 BLSLSD 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.

BLSLSD will be invoiced once at the beginning of the school year and once in January of the following year. The BLSLSD shall pay the Sheriff's Office **\$32.74 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, BLSLSD 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 BLSLSD 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, 2023, 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 Officer employed by participating law enforcement agencies (referred to herein as SROs) to BLSLSD 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:

1. 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 BLSD.

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 noncriminal 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 BLSD shall maintain full, final, and plenary authority over curriculum and instruction in the BLSD, 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 BLSD. 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. Confering 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 BLSD, 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. BLSD 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.

E. 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, BLSL 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 BLSL:

Bellaire Local School District
340 – 34th Street
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 BLSL and the Sheriff's Office. As agreed to and in partnership with:

BELMONT COUNTY SHERIFF:

By: David M. Lucas /s/

Date: 2-14-24

BELLAIRE LOCAL SCHOOL DISTRICT:

By: Derrick McAfee /s/

Date: 2/12/24

BELMONT COUNTY COMMISSIONERS:

Jerry Echemann /s/

Jerry Echemann, President

Josh Meyer /s/

Josh Meyer, Vice President

J. P. Dutton /s/

J. P. Dutton

Date: 2-14-2024

APPROVED AS TO FORM:

Jacob A. Manning /s/

Jacob A. Manning, Belmont County

Assistant Prosecuting Attorney

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE AGREEMENT WITH BORDER PATROL, LLC FOR THE EAST END SEWAGE LIFT STATIONS IMPROVEMENTS

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign the Agreement with Border Patrol, LLC, in the amount of \$1,269,962.00, for the Belmont County East End Sewage Lift Stations Improvements, based upon the recommendation of Jeff Vaughn, Project Engineer.

AGREEMENT

This Agreement is dated as of the 14TH day of FEBRUARY in the year 2024, by and between the Belmont County Commission hereinafter called Owner, and Border Patrol, LLC, hereinafter called Contractor.

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

Contractor shall complete all work as specified or indicated in the Contract Documents. The work is generally described as follows:

East End Sewage Lift Stations Improvements

ARTICLE 2 - ENGINEER

The Project has been designed by Vaughn, Coast & Vaughn, 154 South Marietta St., St. Clairsville, OH, who is hereinafter called Engineer and who will assume all duties and responsibilities and will have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

- 3.1 The work will be fully completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions and the Notice to Proceed.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the work, or designated part, is not complete within the time specified in Paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the work is not substantially complete on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One thousand dollars (\$1,000.00) for each calendar day that expires after the time specified for Substantial Completion, in Paragraph 3.1 of this Agreement, until the Work, or designated part, is Substantially Complete.

Owner/Contractor Agreement
00500-1

ARTICLE 4 - CONTRACT PRICE

4.1 Owner shall pay Contractor for performance of the work in accordance with the Contract Documents in current funds as follows:

One million two hundred sixty-nine thousand nine hundred sixty-two dollars and zero cents

Written

\$1,269,962.00

Numeric

ARTICLE 5 - PAYMENT PROCEDURES

Contractor shall submit Applications for Payment to the Engineer. Applications for Payment will be reviewed and processed by Engineer, submitted to the Owner for final approval prior to any payment being processed.

5.1 Progress Payments. OWNER shall make progress payments on account of the CONTRACT PRICE on the basis of CONTRACTOR'S APPLICATIONS FOR PAYMENT as recommended by ENGINEER, as provided below. All progress payments will be on the basis of the progress of the work measured by the unit prices provided for in Paragraph 14.01 of the GENERAL CONDITIONS.

5.1.1 Prior to Fifty Percent (50%) Completion, progress payments will be in an amount equal to: 92% of the work completed and materials and equipment not incorporated in the work but delivered and suitably stored less in each case the aggregate of payments previously made.

5.1.2 Upon Fifty Percent (50%) Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 96% of the CONTRACT PRICE, less such amounts as ENGINEER shall determine in accordance with Paragraph 14.02 of the GENERAL CONDITIONS.

5.2 Final Payment. Upon final completion and acceptance of the work in accordance with Paragraph 14.07 of the GENERAL CONDITIONS, OWNER shall pay the remainder of the CONTRACT PRICE as recommended by ENGINEER as provided in said Paragraph 14.07.

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

6.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state and local laws,

Owner/Contractor Agreement
00500-2

ordinances, rules and regulations that in any manner may affect cost, progress or performance of the work.

- 6.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 6.3 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 6.4 Contractor has given Engineer written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 7 - CONTRACT DOCUMENTS:

The Contract Documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consists of the following:

- 7.1 Advertisement for Bids
- 7.2 This Agreement, pages 00500-1 to 00500-5, inclusive.
- 7.3 Ohio Guaranty Bonds, identified as exhibit 00605.
- 7.4 Notice of Award.
- 7.5 Notice to Proceed.
- 7.6 General Conditions, pages 1 to 62, inclusive.
- 7.7 Supplementary Conditions, pages 00800-1 to 00800-7 inclusive.
- 7.8 Specifications bearing the title:

**Belmont County Water & Sewer District
East End Sewage Lift Stations Improvements**
- 7.9 Drawings, consisting of sheets numbered A, B, 1-21, SD-1, SD-2 inclusive with each sheet bearing the following general title:

**Belmont County Water & Sewer District
East End Sewage Lift Stations Improvements**

~~7.10 Addenda Numbers 1-3, inclusive.~~

7.11 Contractor's Bid.

7.12 Documentation submitted by Contractor prior to Notice of Award, pages N/A to N/A, inclusive.

7.13 Any modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Section 1 of the General Conditions).

ARTICLE 8 - MISCELLANEOUS

8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

***** REMAINDER OF SHEET IS INTENTIONALLY BLANK *****

ARTICLE 10 - OTHER PROVISIONS

IN WITNESS WHEREOF, the parties hereto have signed four copies of this Agreement. All portions of the Contract Documents have been signed or identified by Owner and Contractor or by Engineer on their behalf.

This Agreement will be effective on FEBRUARY 14, 2024

OWNER: Belmont County Commission

CONTRACTOR: Border Patrol, LLC

BY: [Signature]
[Signature]

BY: [Signature]

X [Signature]
ATTEST: Bernie Dumas

ATTEST: [Signature]

Address for giving notices:
Belmont County Courthouse
100 N. Main St.
St. Clairsville, OH 43950

Address for giving notices:
86120 Water Works Rd
Hopevale, OH 43976
Telephone No. 740 937 2002
FAX No. 740 937 2006

Owner/Contractor Agreement
00500-5

Upon roll call the vote was as follows:

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

SERVICES AGREEMENT WITH IC STAFFING SOLUTIONS, LLC

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter into the Temporary to Permanent Placement Services Agreement with IC Staffing Solutions, LLC.

**TEMPORARY TO PERMANENT PLACEMENT
SERVICES AGREEMENT**

This Agreement is entered into between IC Staffing Solutions, LLC, (hereinafter referred to as "IC Staffing") and Belmont County Board of Commissioners (hereinafter referred to as "Client"). It is effective as of the date last signed by the parties below. IC Staffing and Client agree as follows:

1. **Services.** In consideration of payment for the services and other agreements referenced herein, IC Staffing agrees to assign its employees to perform the types of duties previously defined. IC Staffing will be responsible for the payment of wages and benefits due such employees, including the employee's base hourly pay, the employer portions of State unemployment taxes, Federal unemployment taxes, Workers compensation insurance, as well as Social Security and Medicare obligations.

2. **IC Staffing Responsibilities.** IC Staffing agrees that it shall provide employees to Client, to perform the duties as defined by the Client. IC Staffing agrees to pay all taxes and compensation of employee and perform all payroll reporting responsibilities. IC Staffing agrees to require employees to sign any necessary confidentiality agreements requested by Client. IC Staffing agrees to employ commercially reasonable means to track employee hours and maintain such records for review by Client upon request. IC Staffing will also offer "on-call" services to Client in order to fill any unscheduled needs.

3. **Client Responsibilities.** Client agrees to supervise IC Staffing employees in a manner consistent with that employee's job duties. Given the nature of Client's business, Client agrees that this supervision will include accounting and money management practices consistent with best practices within the industry to mitigate potential loss. Client agrees to maintain a safe workplace and provide any legally required safety training and equipment. Client agrees not to change employee's duties without written permission from IC Staffing. Additionally, Client agrees to provide IC Staffing with an account of hours worked for each employee, on a weekly basis.

4. **Temporary Employee Payment.** During the placement of the IC Staffing employee with Client, Client agrees to pay IC Staffing 40%, multiplied by the hours worked by the employee for a given calendar week ("Weekly Wages"), (This sum referred to hereinafter as "Total Weekly Compensation" to IC Staffing.) IC Staffing will invoice for each employee on a weekly basis; with payment due on terms of net 15 days. Included with the invoice will be the signed timesheet of the employee, reflecting the employee's working hours. To ensure prompt transmission of these invoices to Client, invoices will be transmitted via e-mail by IC Staffing to an address to be defined by the client: Belmontcoshelter@app.net

And also via regular US Mail to the following address:

**ATTN: Accounts Payable
45244 National Road West
St. Clairsville, OH 43950**

5. **Temporary Staffing Early Conversion Fee.** The Client agrees that during the three hundred and sixty (360) billable hours for services rendered by IC Staffing employees (hereinafter referred to as the "Initial Period"), Client will reimburse IC Staffing in accordance with the terms set forth in this Agreement. In the event Client hires an IC Staffing employee during the Initial Period, Client shall pay IC Staffing an Early Conversion Fee. The Early Conversion Fee is calculated by averaging the Total Weekly Compensation received by IC Staffing for the employee in question over complete weeks worked by that employee at Client during the current Initial Period, and then multiplying this average Total Weekly Compensation by the remaining calendar weeks in the employee's Initial Period. This sum shall be due to IC Staffing within 30 days from the early conversion of the employee. No Early Conversion Fee shall be owed by Client to IC Staffing, if Client hires an IC Staffing Employee after the expiration of the Initial Period.

6. **Show-Up Pay.** In the event that employee(s) reports to work, but is immediately sent home with no work available (NWA), employee(s) will receive four (4) hours show-up compensation. However, this policy only applies to employee(s) that arrive on time and scheduled to work for that particular shift.

7. **Change in Hourly Rates.** During the Initial Period, IC Staffing will not seek to increase the hourly rates as originally agreed upon. The only exception to this policy is if there is a change in federal, state or local law or regulation that results in a mandatory increase in wages, benefits or taxes related to an employee. After the Initial Period, IC Staffing reserves the right to increase an employee's hourly rate with 30 days written notice to Client.

8. **Relationship of the Parties.** It is agreed that the relationship between IC Staffing and Client is one of independent contractors. It is expressly agreed and acknowledged that IC Staffing, as well as IC Staffing's employees, shall not be considered employees or agents of Client or any entities affiliated with Client. This Agreement shall not be construed to form a partnership between the parties nor to create any form of employment relationship or any legal association which would impose liability upon one party for the act or failure to act of the other party. It is also expressly understood that neither party has the authority to bind the other party or the other party's affiliates by contract or otherwise.

9. **Limitation of Liability.** Neither party shall be liable to the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages. In addition, IC Staffing's liability to Client under this Agreement or with respect to any aspect of performance under this Agreement, including any allegations associated with the work or performance of any IC Staffing employee, shall be limited to one month of invoices from IC Staffing to Client, or \$ 5,000 (Five Thousand Dollars), whichever figure is less. The month period to be chosen for this calculation will be the 30 days prior to the assertion of any claim by Client. This limitation of liability applies

regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranty, or any other theory of liability.

10. **Complete Agreement and Revisions to Agreement.** The parties agree to all of the terms and conditions shown above. The parties acknowledge that the Agreement set forth the complete and exclusive terms of the Agreement and may only be modified by a written supplemental agreement signed by both parties.

11. **Miscellaneous**

a. The parties agree to cooperate in the event of any complaints, claims or actions that involve or relate to any IC Staffing employee.

b. The failure of a party to enforce any particular part of this Agreement in one instance will not operate or result in a waiver of that part of the Agreement in any other instance.

c. The provisions of this Agreement will not be construed in favor of one party or the other, regardless of which party drafted the Agreement.

d. Neither party will be responsible for failure in the performance of this Agreement, if the failure is due to strikes, fire, riot, war, terrorism, acts of God, or other similar causes beyond the control of the nonperforming party.

e. If any part, sentence, phrase or word in this Agreement is found unenforceable, it may be severed from the remainder of the Agreement, and the remainder of the agreement shall remain in full force and effect.

f. Notices under this agreement may be given to Client by communicating to the addresses where invoices are received, or such other address as designated in writing by the Client. Notices to IC Staffing shall be given by sending a writing to the following address(es) in the manner indicated below and addressed as indicated below:

**IC Staffing Solution
PO Box 6878
Wheeling, WV 2003**

g. The headings and titles contained in the Agreement are for convenience only and shall not control or affect the interpretation of the Agreement.

IN WITNESS WHEREOF, authorized representatives of IC Staffing and Client have executed this Agreement to be effective as of the last day and year written below.

IC STAFFING SOLUTIONS, LLC

BELMONT COUNTY COMISSIONERS

By: Phil Sauvageot

By: Jerry Eckman

X [Signature]
X [Signature]

Its: Authorized Representative

Date: 02/09/2023

Its: AUTHORIZED REPRESENTATIVES

Date: 2-14-2024

APPROVED AS TO FORM:

J. W. King Assistant Prosecuting Attorney
PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

DEVELOPMENT ACADEMY ENROLLMENT AGREEMENT

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve and authorize Commission President Jerry Echemann to sign the NACO Professional Development Academy Enrollment Agreement, in the amount of \$12,000.00; program start date April 22, 2024 and end date December 20, 2024.

Zoho Sign Document ID: 2A9781E5-AY1NJ5CJOPL1QSLYVNJYO9J3MLXEQKJMJRW4LGN1MA



Enrollment Agreement

| Program Name/Services | Program Start | Program End | # of Users* | Enrollment Costs Summary | | |
|-----------------------|---------------|-------------|-------------|---------------------------|------------------------|-----------------------------|
| | | | | Retail Price/User | Discounts**/user | Cost per User† |
| High Performance | 4.22.2024 | 12.20.2024 | 8 | \$2,995.00 | (\$1000.00) | \$1,995.00 |
| | | | | Total Retail Price | Total Discounts | Total Invoice Price: |
| | | | | \$23,960 | \$11,960 | \$12,000 |

* # of Users: If the number of users is specified, access and the license below are limited to that number of users.

**Notes for discounts: Standard NACO County Member Discounts.

†This is the fee for enrollment plus applicable sales tax per user after discounts.

| AGREEMENT NOTES | Enrollment contact |
|-------------------------------|--------------------|
| COMPANY IS: Belmont County OH | Courtney Harvey |

PAYMENT TERMS: Cost of enrollment will be invoiced within 5 days of signing this Agreement. Payment is due within thirty (30) days upon receipt of invoice or prior to the start of the program, whichever is earlier. Payment via credit card will be assessed an additional 3.5% processing fee.

ACCOUNTING CONTACT INFORMATION

| | | |
|---|----------------------------|---|
| Name: JACLYNN SMOLENAK | Title: FISCAL CLERK | Phone: 740-699-2155 |
| Mailing Address: 101 WEST MAIN ST. ST. CLAIRSVILLE, OH 43950 | | Email Address: JSMOLENAK@BELMONTCOUNTYOHIO.ORG |

TERMS & CONDITIONS: This Letter of Agreement and associated Fees are non-cancelable and non-refundable. We reserve the right to postpone sessions if there is any risk to the quality of the Participant experience. In the case of postponement, Participants will be accommodated at later Program Start dates.

The abovementioned number of users ("Participants") at COMPANY will be enrolled in the selected Program. Participants are expected to begin the Academy at the Program Start date. After enrollment, participants may not reschedule. Substitute participants are permissible before the start of Week 1 of the Program. We ask that the Primary Contact / Signatory below select the substitute participant.

During the term of the Agreement, the Professional Development Academy grants individual Participants a personal, non-exclusive, royalty-free, revocable, non-transferable and non-assignable license to use the Materials. To be sure, Materials means Program-specific materials and resources including publications, websites, webinars, tools and services prepared by the Professional Development Academy, including all portions, subsets and derivatives thereof and additionally: access to program participant learning management system/web portal; live event webinars; ongoing learning activities pre- and post-learning sessions; and graduation packets.

Individual program participants may continue to use Materials following the Program End date, but access to any online tools may be terminated at the Program End date. COMPANY understands and agrees that the license to the Materials is on a per user basis and such Materials may not be shared, copied or otherwise distributed within the COMPANY. COMPANY further agrees to not sublicense, sell, transfer, assign, or display the Materials for any third party. Except for the license granted herein, the Professional Development Academy shall retain all ownership, title and interest in any and all intellectual property relating to the Materials and Services. Access for additional participants can be purchased by contacting your enrollment director. [In recognition of the preferred pricing reflected in this Agreement, COMPANY agrees to provide the Professional Development Academy with a reasonable opportunity to capture and document the value created by the Professional Development Academy at COMPANY for potential use in marketing communications or as a general endorsement of the value of the Professional Development Academy to potential customers. All documentation and value capture from COMPANY will be conducted in compliance with COMPANY's policy regarding endorsements and shall be done utilizing mutually agreeable and convenient methods. Any Professional Development Academy marketing communications or general endorsements comprised of COMPANY information will only be made with COMPANY's prior written consent.]

Jerry Echemann
Signature

Jerry Echemann
Print Name

Feb 14 2024 09:59 PST
Date



pdleadership.com | moderator@pdleadership.com

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES MEMORANDUM OF UNDERSTANDING TO ADDRESS CHILD ABUSE AND NEGLECT

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve Belmont County Department of Job and Family Services Memorandum of Understanding to address Child Abuse and Neglect, based upon the recommendation of Director Jeff Felton. Upon roll call the vote was as follows:

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

Jeff Felton, DJFS Director, said there have been some changes in the law that requires law enforcement to report child abuse and neglect to Job and Family Services. They were not required to do so in the past. If Job and Family Services believes a report could rise to the level of a criminal action they are required to notify law enforcement. There is also cross reporting if they see animal neglect.

**Belmont County Treasurer Kathy Kelich
Lead Safe Ohio Grant Program**

Ms. Kelich announced Belmont County will be participating in the Lead Safe Ohio Program. It is a grant funded program through the American Rescue Plan Act (ARPA) and the State of Ohio designed to mitigate lead hazards in residential properties, childcare facilities and congregate care facilities. Belmont County applied for the funds through the Ohio Regional Developmental Corporation and was awarded \$1,227,000.00. Awards are based on the program’s financial guidelines and need. Ms. Kelich encouraged other businesses to apply because the criteria may change.

Belmont County Land Bank

Ms. Kelich said the land bank has been active and tearing down houses in the county since 2014. She said the land bank’s goal is to work with every community in the county to target dilapidated properties. Ms. Kelich was appointed to the Ohio Land Bank Association in December. “We try to seek legislation so that land banks can continue the work that they’re doing, making sure property owners are protected. There’s a lot to go into, to get these properties to a land bank, so they’re trying to make sure everything they do is done correctly and it follows legislation and there’s no lawsuits holding it up,” said Ms. Kelich.

RECESS

Bid Opening- Blaine Hill Gravity Force Main Replacement

**IN THE MATTER OF BID OPENING FOR BLAINE HILL
GRAVITY FORCE MAIN REPLACEMENT**

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 Blaine Hill Gravity Force Main Replacement; they proceeded to open the following bids:

| NAME | BID BOND | BID AMOUNT |
|--|-----------------|-----------------------|
| Ohio-West Virginia Excavating PO Box 128 Powhatan Point, Ohio 43942 | X | \$1,183,481.00 |
| James White Construction 4156 Freedom Way Weirton, WV 26062 | X | \$1,395,455.00 |
| S.E.T. Inc. 235 East Water Street Lowellville, Ohio 44436 | X | \$1,760,429.00 |
| JS Bova PO Box 296 235 State Street Struthers, Ohio 44471 | X | \$1,632,469.00 |

Present for opening: Kelly Porter, District Director, Brian Street, District Engineer, Becca Hughes, Operations Manager and Jeff Vaughn, Project Engineer.

Motion made by Mr. Echemann, seconded by Mr. Dutton to turn over all bids received for the Blaine Hill Gravity Force Main Replacement, to Kelly Porter, Belmont County Water and Sewer District Director, for review and recommendation.

Upon roll call the vote was as follows:

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

RECESS

Bid Opening-2024 Truck & Chassis for the Belmont County Engineer’s Office

**IN THE MATTER OF BID OPENING FOR 2024 TRUCK & CHASSIS
FOR THE BELMONT COUNTY ENGINEER’S OFFICE**

This being the day and 10:30 a.m. being the hour that bids were to be on file in the Commissioners’ Office for 2024 Truck & Chassis for the Belmont County Engineer’s Office; they proceeded to open the following bids:

| NAME | BID BOND | BID AMOUNT |
|--|-----------------|--------------------|
| Whitesides of St. Clairsville 50714 National Road St. Clairsville, Ohio 43950 | X | \$56,310.00 |

Present: Stephany Crist, Engineer’s Office Manager

Motion made by Mr. Echemann, seconded by Mr. Meyer to turn over all bids received for the 2024 Truck & Chassis for the Belmont County Engineer’s Office 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 11:03 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 and compensation of public employees and ORC 121.22 (G)(4) Collective Bargaining Exception.

Upon roll call the vote was as follows:

February 14, 2024

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 11:43 AM.

Motion made by Mr. Echemann, seconded by Mr. Meyer to exit executive session at 11:43 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 four motions to consider.

IN THE MATTER OF ACCEPTING RESIGNATION DUE TO VOLUNTARY JOB ABANDONMENT OF SHERI CARPENTER, PART-TIME MEDICAL DRIVER/SSOBC

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the resignation due to voluntary job abandonment of Sheri Carpenter as a part-time Medical Driver at Belmont County Senior Services, effective February 8, 2024.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING RESIGNATION DUE TO VOLUNTARY JOB ABANDONMENT OF ROBERT AMABILE, FULL-TIME KENNEL STAFF

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the resignation due to voluntary job abandonment of Robert Amabile, full-time Kennel Staff at the Belmont County Animal Shelter, effective February 12, 2024.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING THE RESIGNATION OF MICHAEL LOLLINI, PART-TIME DISPATCHER/9-1-1

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the resignation of Michael Lollini as a part-time Dispatcher at Belmont County 9-1-1, effective February 15, 2024.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING MEMORANDUM OF UNDERSTANDING BETWEEN THE UTILITY WORKERS UNION OF AMERICA AND BELMONT COUNTY BOARD OF COMMISSIONERS REGARDING THE NON-PRECEDENT SETTING AGREEMENT WITH DAVID MCMILLEN TO ACT AS TEMPORARY CLASS II CERTIFIED WASTEWATER OPERATOR OF RECORD AND OF ADDITIONAL COMPENSATION FOR HOURS WORKED AT THE WASTEWATER TREATMENT PLANT

Motion to made by Mr. Echemann, seconded by Mr. Meyer enter into a Memorandum of Understanding between Utility Workers Union Of America and Belmont County Board of Commissioners regarding the non-precedent setting agreement with David McMillen to act as the temporary Class II Certified Wastewater Operator of Record and of additional compensation for hours worked at the Wastewater Treatment Plant.

MEMORANDUM OF UNDERSTANDING
between
BELMONT COUNTY BOARD OF COMMISSIONERS
and
UTILITY WORKERS UNION OF AMERICA
Acknowledging A Non-Precedent Setting Agreement

The Belmont County Board of Commissioners (hereinafter referred to as "the Employer") and the Utility Workers Union of America (hereinafter referred to as "the Union") hereby agree to the following Memorandum of Understanding ("MOU").

The Employer wishes to enter into a non-precedent setting Agreement with employee, David McMillen. The Employer's Wastewater Treatment Plant has a temporary need for a Class II Certified Wastewater Operator of Record to remain in compliance with the Ohio EPA. The temporary need is due to the Chief Operator being on Family and Medical Leave. Mr. McMillen is a Class III Certified Wastewater Operator. Mr. McMillen has verbally agreed to fulfill the minimum required hours, which equates to ten (10) hours per week. The employer agrees to pay Mr. McMillen fifteen dollars (\$15.00) an hour in addition to his current hourly wage, for every hour worked at the Wastewater Treatment Plant. Upon the return of the Chief Operator, Mr. McMillen will resume his normal work schedule.

FOR THE EMPLOYER:

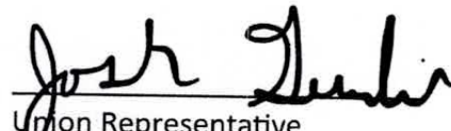


Kelly Porter, Director

2/13/24

Date

FOR THE UNION:



Union Representative

2-13-2024

Date

Upon roll call the vote was as follows:

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

Reconvened at 12:39 with no further business to be had.

February 14, 2024

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 12:39 P.M.**

Motion made by Mr. Echemann, seconded by Mr. Meyer to adjourn the meeting at 12:39 p.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 21st day of February, 2024.

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