

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

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

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

Motion made by Mr. Meyer, seconded by Mr. Dutton 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 \$587,066.42

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

A00 GENERAL FUND

FROM	TO	AMOUNT
E-0256-A014-A01.000 CORSA Costs	E-0055-A004-B19.000 County Building	\$9,277.39

M60 CARE & CUSTODY/JUVENILE COURT

FROM	TO	AMOUNT
E-0400-M060-M25.002 Salaries C-CAP	E-0400-M060-M80.002 Salaries Diversion	\$23,000.00
E-0400-M060-M25.002 Salaries C-CAP	E-0400-M060-M81.003 PERS Diversion	\$4,000.00
E-0400-M060-M25.002 Salaries C-CAP	E-0400-M060-M82.005 Salaries C-CAP	\$500.00
E-0400-M060-M25.002 Salaries C-CAP	E-0400-M060-M83.004 Workers Comp Diversion	\$1,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mr. Meyer, seconded by Mr. Dutton 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 03, 2024****

W50 MARRIAGE LICENSE

E-9711-W050-W03.000	Marriage License	\$8,207.00
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****AUGUST 21, 2024****

A00 GENERAL FUND

E-0131-A006-A04.002	Salaries-Road	\$1,000.00
E-0151-A002-F09.000	Other Expenses	\$701.56
E-0181-A003-A06.011	Contract Services	\$13,571.00

B00 DOG & KENNEL FUND

E-1600-B000-B047.000	Veterinary Services	\$4,807.64
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E09 NEXT GENERATION 9-1-1 FUND

E-2209-E009-E01.011	Contract Services	\$16,871.80
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E10 911 FUND

E-2200-E010-E07.000	Other Expenses	\$2,392.17
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K00 M.V.G.T. FUND/ENGINEER

E-2812-K000-K16.013	Contract/Projects	\$55,387.94
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L01 SOIL CONSERVATION

E-1810-L001-L01.002	Salaries	\$12,264.00
E-1810-L001-L03.012	Equipment	\$6,000.00
E-1810-L001-L14.000	Other Expenses	\$9,000.00

N45 ROADWAY IMPROVEMENTS/ENGINEER

E-9045-N045-N14.055	FHWA Project Interest	\$9,115.46
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S30 OAKVIEW JUVENILE REHABILITATION

E-8010-S030-S54.000	Food	\$180.00
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Y01 UND. AUTO TAX

E-9801-Y001-Y01.000	Und. Auto Tax	\$210,114.60
E-9801-Y001-Y03.000	Township-Permissive Tax	\$78,643.00
E-9801-Y001-Y05.000	Pease Township	\$3,748.00
E-9801-Y001-Y06.000	Goshen Township	\$1,564.00
E-9801-Y001-Y07.000	Warren Township	\$3,822.00
E-9801-Y001-Y08.000	Pultney Township	\$3,984.00
E-9801-Y001-Y09.000	Flushing Township	\$744.00
E-9801-Y001-Y10.000	Colerain Township	\$1,632.00
E-9801-Y001-Y11.000	Kirkwood Township	\$142.50
E-9801-Y001-Y12.000	Mead Township	\$895.50
E-9801-Y001-Y13.000	Richland Township	\$2,506.50
E-9801-Y001-Y14.000	Smith Township	\$646.50
E-9801-Y001-Y15.000	Somerset Township	\$414.00
E-9801-Y001-Y16.000	Union Township	\$844.50
E-9801-Y001-Y17.000	Washington Township	\$165.00
E-9801-Y001-Y18.000	Wayne Township	\$337.50
E-9801-Y001-Y19.000	Wheeling Township	\$564.00
E-9801-Y001-Y20.000	York Township	\$267.00

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Meyer, seconded by Mr. Dutton to execute payment of Then and Now Certification dated August 21, 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. Meyer	Yes
Mr. Dutton	Yes
Mr. Echemann	Absent

IN THE MATTER OF REQUEST FOR CERTIFICATION OF MONIES BY THE BUDGET COMMISSION

Motion made by Mr. Meyer, seconded by Mr. Dutton to request the Belmont County Budget Commission certify the following monies. **B00/DOG AND KENNEL FUND-\$4,807.64** deposited into R-1600-B000-B08.500 on various dates in 2024. (*Donations for vet care paid in on various dates in 2024*).

Upon roll call the vote was as follows:

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

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

Motion made by Mr. Meyer, seconded by Mr. Dutton granting permission for county employees to travel as follows: **COMMISSIONERS**-J. P. Dutton to Zanesville, OH, on August 20, 2024, to attend the OMEGA Executive Board meeting and Regional Resource & Legislative Fair.

DJFS-Annika Burga, Michele Burkhart, LeAnn Boston, Megan Stuckey, Shannon Weekley, Emily Cominsky, Michelle Marchio, Wendy Tomlinson, De'Asia Burney and Hope Romshak to Columbus, OH, on September 8-11, 2024 to attend the PCSAO Annual Conference. Estimated expenses: \$3,456.00. Megan Stuckey and Nichole Couch to Omaha, NE, on September 25-27, 2024, for a review on the Boys Town Residential Care Facility. Estimated expenses: \$1,195.28. Lori O'Grady to Dublin, OH, on October 2-4, 2024 to attend the SERB Conference. Estimated expenses: \$891.86. Stacie Brown to Mt. Sterling, OH, on October 20-22, 2024, to attend the OFCFCA meeting. Estimated expenses: \$620.96.

SSOBC-Senior Centers of Belmont County to Cadiz, OH, on September 12, 2024, for a senior outing to the Sally Buffalo Park Hoe Down. Centerville and Bellaire Senior Center employees to Woodsfield, OH, on September 12, 2024, for a senior outing to Trustwell Living and Westwood Place. Bellaire and Centerville Senior Center employees to Zanesville, OH, on September 18, 2024, for a senior outing to Conn's Potato Chip Factory and B-Wear Sportswear. Colerain, Barnesville and Flushing Senior Center employees to Sugarcreek, OH, on September 19, 2024, for a senior outing. St. Clairsville Senior Center employees to Pittsburgh, PA, on September 20, 2024, for a senior outing to Phipps Conservatory. County vehicles will be used for travel.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve the minutes of the Belmont County Board of Commissioners regular meeting of August 14, 2024.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING MOVING TYLER LOVEY FROM PART-TIME DISPATCHER TO FULL-TIME DISPATCHER/911

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve moving Tyler Lovey from part-time Dispatcher to full-time Dispatcher at Belmont County 9-1-1, effective August 25, 2024.

Upon roll call the vote was as follows:

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

IN THE MATTER OF HIRING SAMANTHA DAVIS AS A FULL-TIME ELIGIBILITY REFERRAL SPECIALIST II/DJFS

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve the hire of Samantha Davis as a full-time Eligibility Referral Specialist II at Belmont County Department of Job and Family Services, effective August 26, 2024.

Note: This is a replacement position.

Upon roll call the vote was as follows:

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

IN THE MATTER OF HIRING AMANDA KENNEDY AS A FULL-TIME CHILDREN SERVICES CASE MANAGER/DJFS

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve the hire of Amanda Kennedy, as a full-time Children Services Case Manager at Belmont County Department of Job and Family Services, effective August 26, 2024.

Note: This is a replacement position.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING THE RETIREMENT OF BRIAN GAY, FULL-TIME NUTRITION DRIVER/SSOBC

Motion made by Mr. Meyer, seconded by Mr. Dutton to accept the retirement of Brian Gay, full-time Nutrition Driver at Senior Services of Belmont County, effective September 7, 2024.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING THE RESIGNATION OF FOREST CORBETT, FULL-TIME ELIGIBILITY REFERRAL SPECIALIST II/DJFS

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve the resignation of Forest Corbett, full-time Eligibility Referral Specialist II at Belmont County Department of Job and Family Services, effective August 23, 2024.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPOINTMENT TO THE BELMONT COUNTY DISTRICT LIBRARY BOARD

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve the appointment of Walker Polivka to the Belmont County District Library Board effective immediately through July 30, 2028 to fill the unexpired term of Michael Mistovich.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING QUOTE FROM ELECTRONIC SPECIALTY COMPANY/JUDGE BERHALTER'S COURTROOM

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve the quote from Electronic Specialty Company, in the amount of \$24,992.00, for a Video Touch Panel Conferencing System for Judge Berhalter's courtroom.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE ESTIMATES FROM R&D TRUCKING & ASPHALT/SARGUS & JAIL

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve the estimates from R&D Trucking & Asphalt for sealing and striping at the following locations:

- Sargus - \$7,900.00
- Jail - \$12,119.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE ESTIMATES FROM BLACKIE AND SONS/SSOBC & DJFS

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve the estimates from Blackie and Sons for sealing and striping at the following locations:

- SSOBC - \$6,654.30
- DJFS - \$7,650.80

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO SCHOOL RESOURCE OFFICER (SRO) CONTRACT BETWEEN BELLAIRE LOCAL SCHOOL DISTRICT, THE BELMONT COUNTY COMMISSIONERS AND BELMONT COUNTY SHERIFF'S OFFICE FOR THE 2024-2025 SCHOOL YEAR

Motion made by Mr. Meyer, seconded by Mr. Dutton 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 2024-2025 school year.

Note: The school's current rate of reimbursement to the county is \$33.83 per hour (including all wages and benefits) for 200-8 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 2024-2025 school year, is made and entered into by and between the Bellaire Local School District and the Belmont County Sheriff's Office ("Sheriff's Office") on the date set forth below for the purpose of providing a School Resource Officer ("SRO") to serve in the Bellaire Local School District.

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 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 Bellaire Local School District to the Sheriff's Office, the Sheriff's 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 Bellaire Local School District, said deputy shall be acting within the scope of his employment with the Sheriff's Office.

The Bellaire Local School District shall utilize the services of the SRO for two-hundred (200) days that will be primarily during the regular student school year. The Bellaire Local School District shall utilize the services of the SRO for eight (8) hours per day during the twohundred (200) day period of time. The eight (8) hour per day schedule will be determined by the Bellaire Local School District 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 the school year, all days off due to snow days, delays or other days scheduled off in the school year, will be put into a bank. The Sheriff's Office will keep track of all days worked and all day off due to scheduling. These days (hours) will be banked at straight time hours. The school can then determine extra details that will require coverage and the time will be used at time and one half. Example: Work four (4) hours and six (6) hours comes off the banked hours.

The Bellaire Local School District will be invoiced once at the beginning of the school year and once in January of the following year. The Bellaire Local School District shall pay the Sheriff's Office **\$33.83 per hour** for time reported by the SRO, which includes 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, the Bellaire Local School District will have the option to receive a refund of any monies remaining in the Sheriff's Office'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 Bellaire Local School District 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 21, 2024, and end with the conclusion of the school year on May 27, 2025. The parties may renew this Contract only by separate written agreement or addendum hereto, which must be executed by all parties.

ID. Mission, Goals and Objectives

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

II. 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 "Triad" concept of school-based policing, as developed by NASRO (National Association of School Resource Officers), which divides SRO responsibilities into three areas: public safety educator, mentor/informal counselor, and law enforcement officer. Under this framework, the officer's law enforcement knowledge and skill combine with specialized SRO training for their duties in the education setting. 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 Bellaire Local School District shall maintain full, final, and plenary authority over curriculum and instruction in the Bellaire Local School District, 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 Bellaire Local School District. 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 schoolrelated activities.
8. Complying with all laws, regulations, and school board policies applicable to employees of the Bellaire Local School District, 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 Belmont County Sheriff's Office's 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 SRO.
2. Ensuring SRO compliance with all Belmont County Sheriff's Office directives.
3. Coordinating scheduling and work hours of the SRO (vacation requests, sick leave, etc.).
4. Evaluation of the SRO.

The Bellaire Local School District 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, on behalf of the Sheriff's Office, will determine whether/what criminal charges may be recommended for filing by the Belmont County Prosecutor's Office.

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.

III. TERMINATION

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

IV. 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 the BELLAIRE LOCAL SCHOOL DISTRICT:

Bellaire Local School District
340 34th Street
Bellaire, OH 43906

If to the BELMONT COUNTY SHERIFF'S OFFICE:

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

This has been agreed to in cooperation with the Bellaire Local School District and the Belmont County Sheriff's Office. As agreed to and in partnership with:

BELMONT COUNTY SHERIFF

By: David M. Lucas /s/
Date: 8-21-14

BELLAIRE LOCAL SCHOOL DISTRICT

By: Cathy Moore /s/
By: Treasurer
Date: 8-12-24

BELMONT COUNTY COMMISSIONERS:

Jerry Echemann, President
Josh Meyer /s/
Josh Meyer, Vice President
J. P. Dutton /s/
J. P. Dutton
Date: 8-21-24

APPROVED AS TO FORM:
By: Jacob Manning /s/

Title: Jacob A. Manning, Belmont County Assistant Prosecuting Attorney

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO SCHOOL RESOURCE OFFICER (SRO) CONTRACT
BETWEEN BELMONT HARRISON VOCATIONAL SCHOOL DISTRICT, THE BELMONT COUNTY
COMMISSIONERS AND BELMONT COUNTY SHERIFF'S OFFICE FOR THE 2024-2025 SCHOOL YEAR**

Motion made by Mr. Meyer, seconded by Mr. Dutton 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 2024-2025 school year.

Note: The school will provide reimbursement to the county of \$33.83 per hour (including all wages and benefits) for 200-8 hour days of SRO services.

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

This Contract (hereinafter "Contract"), effective for the 2024-2025 school year, is made and entered into by and between the Belmont-Harrison Joint Vocational School District (BHJVSD) 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 at the Belmont Career Center location.

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 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 Belmont-Harrison Joint Vocational School District to the Sheriff's Office, the Sheriff's Office agrees to provide the schools with 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 Belmont-Harrison Joint Vocational School District, said deputy shall be acting within the scope of his employment with the Sheriff's Office.

The Belmont-Harrison Joint Vocational School District shall utilize the services of the SRO for two-hundred (200) days that will be primarily during the regular student school year. The Belmont-Harrison Joint Vocational School District shall utilize the services of the SRO for eight (8) hours per day during the twohundred (200) day period of time. The eight (8) hour per day schedule will be determined by the Belmont-Harrison Joint Vocational School District 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 the school year, all days off due to snow days, delays or other days scheduled off in the school year, will be put into a bank. The Sheriff's Office will keep track of all days worked and all day off due to scheduling. These days (hours) will be banked at straight time hours. The school can then determine extra details that will require coverage and the time will be used at time and one half. Example: Work four (4) hours and six (6) hours comes off the banked hours.

The Belmont-Harrison Joint Vocational School District will be invoiced once at the beginning of the school year and once in January of the following year. The Belmont-Harrison Joint Vocational School District shall pay the Sheriff's Office **\$33.83 per hour** for time reported by the SRO, which includes 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, the Belmont-Harrison Joint Vocational School District will have the option to receive a refund of any monies remaining in the Sheriff's Office'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 Belmont-Harrison Joint Vocational School District 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 21, 2024, and end with the conclusion of the school year on May 23, 2025. The parties may renew this Contract only by separate written agreement or addendum hereto, which must be executed by all parties.

ID. Mission, Goals and Objectives

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

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 "Triad" concept of school-based policing, as developed by NASRO (National Association of School Resource Officers), which divides SRO responsibilities into three areas: public safety educator, mentor/informal counselor, and law enforcement officer. Under this framework, the officer's law enforcement knowledge and skill combine with specialized SRO training for their duties in the education setting. 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 Belmont-Harrison Joint Vocational School District shall maintain full, final, and plenary authority over curriculum and instruction in the Belmont-Harrison Joint Vocational School District, including the instruction of individual students. The parties recognize and agree that classroom instruction shall be 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 Bellaire Local School District. 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 schoolrelated activities.
8. Complying with all laws, regulations, and school board policies applicable to employees of the Belmont-Harrison Joint Vocational School District, 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 Belmont County Sheriff's Office's 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 SRO.
2. Ensuring SRO compliance with all Belmont County Sheriff's Office directives.
3. Coordinating scheduling and work hours of the SRO (vacation requests, sick leave, etc.).
4. Evaluation of the SRO.

The Belmont-Harrison Joint Vocational School District 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, on behalf of the Sheriff's Office, will determine whether/what criminal charges may be recommended for filing by the Belmont County Prosecutor's Office.

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) days' written notice to the other party. In the event of termination, the Belmont-Harrison Joint Vocational School District 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 the BELMONT-HARRISON JOINT VOCATIONAL SCHOOL DISTRICT:

Belmont Career Center
68090 Hammond Road
St. Clairsville, OH 43950

If to the BELMONT COUNTY SHERIFF'S OFFICE:

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

This has been agreed to in cooperation with the Belmont-Harrison Joint Vocational School District and the Belmont County Sheriff's Office. As agreed to and in partnership with:

BELMONT COUNTY SHERIFF

**BELMONT-HARRISON JOINT
VOCATIONAL SCHOOL DISTRICT/
BELMONT CAREER CENTER**

By: David M. Lucas /s/

By: Richard Schoene /s/

Date 8-21-14

By: _____

Date: 7-25-24

BELMONT COUNTY COMMISSIONERS:

APPROVED AS TO FORM:

Jerry Echemann, President

Josh Meyer /s/

Title: Jacob A. Manning, Belmont County

Assistant Prosecuting Attorney

Josh Meyer, Vice President

J. P. Dutton /s/

J. P. Dutton

Date: 8-21-24

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO SCHOOL RESOURCE OFFICER (SRO) CONTRACT
BETWEEN BRIDGEPORT EXEMPTED VILLAGE SCHOOL DISTRICT, THE BELMONT COUNTY
COMMISSIONERS AND BELMONT COUNTY SHERIFF'S OFFICE FOR THE 2024-2025 SCHOOL YEAR**

Motion made by Mr. Meyer, seconded by Mr. Dutton 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 2024-2025 school year.

Note: The school will provide reimbursement to the county of \$33.83 per hour (including all wages and benefits) for 200-8 hour days of SRO services.

**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 2024-2025 school year, is made and entered into by and between the Bridgeport Exempted Village School District 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.

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 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 Bridgeport Exempted Village School District to the Sheriff's Office, the Sheriff's 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 Bridgeport Exempted Village School District, said deputy shall be acting within the scope of his employment with the Sheriff's Office.

The Bridgeport Exempted Village School District shall utilize the services of the SRO for two-hundred (200) days that will be primarily during the regular student school year. The Bridgeport Exempted Village School District shall utilize the services of the SRO for eight (8) hours per day during the twohundred (200) day period of time. The eight (8) hour per day schedule will be determined by the Bridgeport Exempted Village School District 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 the school year, all days off due to snow days, delays or other days scheduled off in the school year, will be put into a bank. The Sheriff's Office will keep track of all days worked and all day off due to scheduling. These days (hours) will be banked at straight time hours. The school can then determine extra details that will require coverage and the time will be used at time and one half. Example: Work four (4) hours and six (6) hours comes off the banked hours.

The Bridgeport Exempted Village School District will be invoiced once at the beginning of the school year and once in January of the following year. The Bridgeport Exempted Village School District shall pay the Sheriff's Office **\$33.83 per hour** for time reported by the SRO, which includes 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, the Bridgeport Exempted Village School District will have the option to receive a refund of any monies remaining in the Sheriff's Office'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 Bridgeport Exempted Village School District 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 21, 2024, and end with the conclusion of the school year on May 28, 2025. The parties may

renew this Contract only by separate written agreement or addendum hereto, which must be executed by all parties.

ID. Mission, Goals and Objectives

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

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 "Triad" concept of school-based policing, as developed by NASRO (National Association of School Resource Officers), which divides SRO responsibilities into three areas: public safety educator, mentor/informal counselor, and law enforcement officer. Under this framework, the officer's law enforcement knowledge and skill combine with specialized SRO training for their duties in the education setting. 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 Bridgeport Exempted Village School District shall maintain full, final, and plenary authority over curriculum and instruction in the Bridgeport Exempted Village School District 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 Bellaire Local School District. 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 the Bridgeport Exempted Village School District, 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 Belmont County Sheriff's Office's 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 SRO.
- 2. Ensuring SRO compliance with all Belmont County Sheriff's Office directives.
- 3. Coordinating scheduling and work hours of the SRO (vacation requests, sick leave, etc.).
- 4. Evaluation of the SRO.

The Bridgeport Exempted Village School District 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, on behalf of the Sheriff's Office, will determine whether/what criminal charges may be recommended for filing by the Belmont County Prosecutor's Office.

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) days' written notice to the other party. In the event of termination, the Bridgeport Exempted Village School District 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 the BRIDGEPORT EXEMPTED VILLAGE SCHOOL DISTRICT:

Bridgeport Exempted Village School District
55781 National Road
Bridgeport, OH 43912

If to the BELMONT COUNTY SHERIFF'S OFFICE:

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

This has been agreed to in cooperation with the Bridgeport Exempted Village School District and the Belmont County Sheriff's Office. As agreed to and in partnership with:

BELMONT COUNTY SHERIFF

BRIDGEPORT EXEMPTED VILLAGE SCHOOL DISTRICT

By: David M. Lucas /s/

By: Brent Ripley /s/

Date: 8-21-14

By: Eric Meininger /s/

Date: 8-7-24

BELMONT COUNTY COMMISSIONERS:

APPROVED AS TO FORM:

By: Jacob Manning /s/

Jerry Echemann, President

Josh Meyer /s/

Title: **Jacob A. Manning, Belmont County Assistant Prosecuting Attorney**

Josh Meyer, Vice President

J. P. Dutton /s/

J. P. Dutton

Date: 8-21-24

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO SCHOOL RESOURCE OFFICER (SRO) CONTRACT BETWEEN SWITZERLAND OF OHIO SCHOOL DISTRICT, THE BELMONT COUNTY COMMISSIONERS AND BELMONT COUNTY SHERIFF'S OFFICE FOR THE 2024-2025 SCHOOL YEAR

Motion made by Mr. Meyer, seconded by Mr. Dutton to enter into School Resource Officer (SRO) contract between Switzerland of Ohio School District, the Belmont County Commissioners and the Belmont County Sheriff's Office for the 2024-2025 school year.

Note: The school's current rate of reimbursement to the county is \$31.78 per hour (including all wages and benefits) for 177-8 hour days of SRO services.

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

This Contract (hereinafter "Contract"), effective for the 2024-2025 school year, is made and entered into by and between the Switzerland of Ohio/Powhatan Elementary 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 Switzerland of Ohio Local School District/Powhatan Elementary 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 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 Switzerland of Ohio/Powhatan Elementary to the Sheriff's Office, the Sheriff's 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 Switzerland of Ohio/Powhatan Elementary, said deputy shall be acting within the scope of his employment with the Sheriff's Office.

Switzerland of Ohio/Powhatan Elementary shall utilize the services of the SRO for one-hundred seventy-seven (177) days that will be primarily during the regular student school year. Switzerland of Ohio/Powhatan Elementary shall utilize the services of the SRO for eight (8) hours per day during the one-hundred seventy-seven (177) day period of time. The eight (8) hour per day schedule will be determined by the Switzerland of Ohio/Powhatan Elementary 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 the school year, all days off due to snow days, delays or other days scheduled off in the school year, will be put into a bank. The Sheriff's Office will keep track of all days worked and all day off due to scheduling. These days (hours) will be banked at straight time hours. The school can then determine extra details that will require coverage and the time will be used at time and one half. Example: Work four (4) hours and six (6) hours comes off the banked hours.

Switzerland of Ohio/Powhatan Elementary will be invoiced once at the beginning of the school year and once in January of the following year. The Switzerland of Ohio/Powhatan Elementary shall pay the Sheriff's Office **\$31.78 per hour** for time reported by the SRO, which includes 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, Switzerland of Ohio will have the option to receive a refund of any monies remaining in the Sheriff's Office'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 Switzerland of Ohio/Powhatan Elementary 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 28, 2024, and end with the conclusion of the school year on May 29, 2025. The parties may renew this Contract only by separate written agreement or addendum hereto, which must be executed by all parties.

ID. Mission, Goals and Objectives

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

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 "Triad" concept of school-based policing, as developed by NASRO (National Association of School Resource Officers), which divides SRO responsibilities into three areas: public safety educator, mentor/informal counselor, and law enforcement officer. Under this framework, the officer's law enforcement knowledge and skill combine with specialized SRO training for their duties in the education setting. 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 Switzerland of Ohio/Powhatan Elementary shall maintain full, final, and plenary authority over curriculum and instruction in the Switzerland of Ohio/Powhatan Elementary, 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 Switzerland Ohio/Powhatan Elementary. 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 schoolrelated activities.
8. Complying with all laws, regulations, and school board policies applicable to employees of Switzerland of Ohio/ Powhatan Elementary, 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 Belmont County Sheriff’s Office’s 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 SRO.
2. Ensuring SRO compliance with all Belmont County Sheriff’s Office directives.
3. Coordinating scheduling and work hours of the SRO (vacation requests, sick leave, etc.).
4. Evaluation of the SRO

Switzerland of Ohio LSD/Powhatan Elementary 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, on behalf of the Sheriff's Office, will determine whether/what criminal charges may be recommended for filing by the Belmont County Prosecutor’s Office.

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) days’ written notice to the other party. In the event of termination, Switzerland of Ohio/Powhatan Elementary 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 the SWITZERLAND OF OHIO LSD/POWHATAN ELEMENTARY:

Switzerland of Ohio Local School District
304 Mill Street
Woodsfield, OH 43793

If to the BELMONT COUNTY SHERIFF’S OFFICE:

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

This has been agreed to in cooperation with the Switzerland of Ohio LSD/Powhatan Elementary and the Belmont County Sheriff’s Office. As agreed to and in partnership with:

BELMONT COUNTY SHERIFF

**SWITZERLAND OF OHIO LOCAL
SCHOOL DISTRICT/POWHATAN ELEMENTARY**

By: David M. Lucas /s/

By: Ron Winkler /s/

Date: 8-21-14

By: Phil Ackerman

Date: 8-12-24

August 21, 2024

BELMONT COUNTY COMMISSIONERS:

Jerry Echemann, President

Josh Meyer /s/

Josh Meyer, Vice President

J. P. Dutton /s/

J. P. Dutton

Date: 8-21-24

Upon roll call the vote was as follows:

APPROVED AS TO FORM:

By: Jacob Manning /s/

Title: Jacob A. Manning, Belmont County Assistant Prosecuting Attorney

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

IN THE MATTER OF APPROVING AMENDED GENERAL WARRANTY DEED/PORT AUTHORITY

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve and sign the amended General Warranty Deed originally approved on April 10, 2024, conveying Parcel No. 32-01748.000-99 located in Richland Township, to Belmont County Port Authority and add Parcel Nos. 32-01116.000-97 and 32-01116.000-3 for a total of 26.135 acres.

GENERAL WARRANTY DEED

The Board of County Commissioners, Belmont County, Ohio, for valuable consideration paid, grants, with covenants of general warranty, to the **Belmont County Port Authority**, a body corporate and politic, whose tax mailing address is 101 N. Market St. St. Clairsville, OH 43950, the following real property:

See Exhibit A.

As consideration for this conveyance, the Grantee herein, for itself, its successors and assigns, hereby covenants and agrees to and with the said Grantor, its successors and assigns, the following:

First, there shall be excepted and reserved from this conveyance, a non-exclusive easement permitting the Grantor and the Belmont County Water & Sewer District access to the property herein conveyed as may be necessary to permit the reconstruction, use, operation, maintenance, repair, replacement, removal, servicing, and improvement of a certain spillway located within a creek running along the eastern portion of the property. This covenant and agreement shall run with the land and shall be binding upon the Grantee, its successors and assigns.

Second, Grantee acknowledges and agrees that the Grantor obtained the property herein conveyed for the purpose of addressing an issue of contamination alleged to have been caused by Grantor, the details of which have been disclosed to Grantee. As consideration for the conveyance, to the extent permitted by law, Grantee, for itself, its successors and assigns, releases the Grantor from any liability for damages or injuries occurring as a result of said contamination.

Finally there is excepted and reserved to the Grantor, its successors and assigns, from this conveyance any and all interest Grantor may have in coal, oil, gas, or other minerals beneath the surface of the premises conveyed. Grantor further excepts and reserves any interest Grantor may have in any oil and gas leases on the premises conveyed.

Prior Deed Reference: Volume 98, Page 58 Belmont County Deed Records.

Auditor Permanent Parcel Nos. 32-01748.000-99 and 32-01116.000-97, and 32-01116.000-3

Executed this 21st day of August 2024.

J. P. Dutton /s/

J. P. Dutton, Commissioner

Jerry Echemann, Commissioner

Josh Meyer /s/

Josh Meyer, Commissioner

State of Ohio, County of Belmont, SS:

BE IT REMEMBERED, that on this 21st day of August 2024, before the subscriber, a Notary Public in and for said state, personally came J. P. Dutton and Josh Meyer, Commissioners of Belmont County, Ohio, Grantors in the foregoing deed, and acknowledged the signing thereof to be their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal on the day and year last aforesaid.

Bonnie Zuzak /s/

Notary Public

My Commission Expires 2-18-2018

This Instrument prepared by: Jacob A. Manning, Assistant Prosecuting Attorney, Belmont County, Ohio.

Upon roll call the vote was as follows:

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

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

“AUTHORIZATION LEGISLATION DESIGNATING OFFICIAL”

ATTACHMENT C

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

WHEREAS, the Belmont County Commission is planning to make capital improvements to BEL 4-VAR Hawthorn Hill Landslide Remediation Project; and

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

NOW THEREFORE, BE IT RESOLVED by Belmont County Commission:

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

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

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

Passed: August 21, 2024

Signed: **Belmont County Commissioners**

Jerry Echemann, President

Josh Meyer /s/

Josh Meyer, Vice-President

J. P. Dutton /s/

J. P. Dutton

Upon roll call the vote was as follows:

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

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:11 A.M.

Motion made by Mr. Meyer, seconded by Mr. Dutton 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. Meyer	Yes
Mr. Dutton	Yes
Mr. Echemann	Absent

Hannah Warrington, HR Administrative Assistant, was also present.

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 12:11 P.M.

Motion made by Mr. Meyer, seconded by Mr. Dutton to exit executive session at 12:11 p.m.

Upon roll call the vote was as follows:

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

Mr. Meyer said as a result of executive session there are two motions to be considered.

**IN THE MATTER OF ACCEPTING THE RETIREMENT OF
RUSSELL COSS, FULL-TIME MEDICAL DRIVER/SOBC**

Motion made by Mr. Meyer, seconded by Mr. Dutton to accept the retirement of Russell Coss, full-time Medical Driver at Senior Services of Belmont County, effective September 30, 2024.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING THE RETIREMENT OF
BRENDA LUCAS, FULL-TIME DEPUTY CLERK/WESTERN COURT**

Motion made by Mr. Meyer, seconded by Mr. Dutton to accept the retirement of Brenda Lucas, full-time Deputy Clerk at Belmont County Western Court, effective October 11, 2024.

Upon roll call the vote was as follows:

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

August 21, 2024

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 12:14 P.M.**

Motion made by Mr. Myer, seconded by Mr. Dutton to adjourn the meeting at 12:14 p.m.
Upon roll call the vote was as follows:

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

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