

St. Clairsville, Ohio

June 19, 2019

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

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

Mr. Meyer requested a moment of silence for the passing of Belmont County Auditor Roger Conroy. He extended condolences from the office to his wife and family. Mr. Meyer also thanked Sheila Turner (Chief Deputy Auditor) for stepping up and taking the temporary appointment to fill in for the Auditor's office. Mr. Dutton added Roger will be missed, he was knowledgeable and helpful. Mr. Meyer explained the appointment that was made is a temporary appointment until the Democratic Party makes a permanent appointment. They have between five to forty-five days to make that appointment.

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

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

IN THE TOTAL AMOUNT OF \$744,732.61

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS BETWEEN FUND

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

A00 GENERAL FUND AND N29 CAPITAL PROJECTS-FACILITIES FUND

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfers Out	R-9029-N029-N04.574 Transfers In	\$150,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR VARIOUS FUNDS/CLOSED CARRY-OVER PURCHASE ORDERS

Motion made by Mr. Dutton, seconded by Mr. Meyer to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of June 19, 2019:

CARRYOVER PURCHASE ORDERS THAT HAVE BEEN CLOSED AND REQUIRE REAPPROPRIATION

<u>A00 General Fund</u>		
E-0051-A001-A28.000	Other Expenses	\$ 11,343.28
E-0055-A004-B19.000	County Buildings	\$350,000.00
E-0257-A015-A15.074	Transfers Out	\$150,000.00
<u>N29 Capital Projects</u>		
E-9029-N029-N02.055	Courthouse Building Repairs	\$20,312.50
E-9029-N029-N13.055	Courthouse Restoration	\$27,320.00
E-9029-N029-N15.055	Old Jail Restoration	\$19,876.60
E-9029-N029-N19.055	Renovations-HP Bldg.	\$1,500,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mr. Dutton, 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 June 19, 2019 meeting:

A00 GENERAL FUND

E-0051-A001-A13.000	Postage	\$98.80
E-0051-A001-A51.000	Oil and Gas	\$27,186.32
E-0055-A004-B19.000	County Buildings	\$474.05
E-0057-A006-F06.011	Veterinary Services	\$2,051.73

G50 LODGING EXCISE TAX

E-1910-G050-G01.000	Convention and Visitors Bureau	\$206,949.45
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L01 SOIL CONSERVATION/BSWCD

E-1810-L001-L01.002	Salaries	\$6,002.00
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M60 CARE AND CUSTODY-JUVENILE COURT

E-0400-M060-M80.002	Salaries	\$4,260.00
E-0400-M060-M82.005	Medicare	\$500.00
E-0400-M060-M84.008	Insurances	\$1,782.50

M67 ALTERNATIVE SCHOOL/JUVENILE COURT

E-0400-M067-M01.002	Salaries	\$5,345.00
E-0400-M067-M02.003	PERS	\$500.00

N29 CAPITOL PROJECT-FACILITIES

E-9029-N029-N09.050	Principal Payment	\$150,000.00
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W80 PROSECUTORS-VICTIM PROGRAM

E-1511-W080-P01.002	Salary	\$2,000.00
E-1511-W080-P05.003	PERS	\$477.09
E-1511-W080-P07.006	Hospitalization	\$2,000.00
E-1511-W080-P15.000	Rent	\$608.00

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Meyer, seconded by Mr. Echemann to request the Belmont County Budget Commission certify the following monies.
2018 CARRY-OVER POS-

A00 General Fund

PO# 521888	E-0051-A001-A28.000	Other Expenses	\$10,978.98
PO# 521905	E0055-A004-B19.000	County Buildings	\$500,000.00

N29 Capital Projects

PO # 521917	E-9029-N029-N02.055	Courthouse Building	\$20,312.50
PO # 521909	E-9029-N029-N13.055	Courthouse Restoration	\$27,320.00
PO # 521918	E-9029-N029-N15.055	Old Jail Restoration	\$19,876.00
PO # 521912	E-9029-N029-N19.055	Renovations-HP Build	\$500,000.00
PO # 521913	E-9029-N029-N19.055	Renovations-HP Build	\$500,000.00
PO # 521914	E-9029-N029-N19.055	Renovations-HP Build	\$500,000.00

GENERAL FUND/REIMBURSEMENT FROM CAT STRAY SHUN-\$2,051.73 deposited into R-0057-A006-A05.500 Animal Shelter Reimbursement Vet Bills 06/10/19

GENERAL FUND/VETERANS-REIMBURSEMENT OF POSTAGE-\$98.80 deposited into R-0050-A45.500 Refunds & Reimbursements 06/12/19.

G50 LODGING EXCISE TAX-\$257,292.98 deposited into R-1910-G050-G01.500 on various dates.

N29 CAPITAL PROJECT/GENERAL FUND TRANSFER-\$150,000.00 transferred from the General Fund into R-9029-N029-N04.574 on 06/19/19.

OIL & GAS RECEIPTS JUNE 2019/GENERAL FUND-\$27,186.32 deposited into R-0050-A000-A02.500 on various dates in June 2019.

SSOBC/REIMBURSEMENT-\$474.05 deposited into R0050-A000-A45.500 on 06/14/19.

VOIDED CHECK# 215148/2018 CLOSED PO-

General Fund

PO# 521888	E-0051-A001-A28.000	Lacey L Clymer Vet Reimbursement	\$364.30
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Upon roll call the vote was as follows:

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

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

Motion made by Mr. Meyer, seconded by Mr. Echemann to execute payment of Then and Now Certification dated June 19, 2019, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order.

Upon roll call the vote was as follows:

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

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

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

COMMISSIONERS-Josh Meyer and Jerry Echemann to Cambridge, OH, on June 25, 2019, to attend the Appalachian Partnership for Economic Growth annual meeting. A county car will be used for travel. Estimated expenses: \$50.00

SENIORS-Denise Starr to Wheeling, WV, on July 19, 2019, for a senior outing to Wheeling Hospital for a Fall Prevention Program. A county vehicle will be used for travel.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve the minutes of the Belmont County Board of Commissioners regular meeting of June 12, 2019 and the Emergency Meeting of June 18, 2019.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND SIGNING THE OHIO BWC-EMPLOYER STATEMENT AND THE CCAO-WORKERS' COMPENSATION GROUP RETROSPECTIVE RATING PLAN AGREEMENT FOR 2020 PROGRAM YEAR

Motion made by Mr. Echemann, seconded by Mr. Dutton to approve and authorize Commission President Josh Meyer to sign the Ohio BWC-Employer Statement and the CCAO-Workers' Compensation Group Retrospective Rating Plan Agreement for the 2020 Program Year.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO PARTICIPATION AGREEMENT BETWEEN COUNTY COMMISSIONERS ASSOCIATION OF OHIO SERVICE CORPORATION AND BOARD OF COMMISSIONERS ON BEHALF OF CHILD SUPPORT ENFORCEMENT AGENCY

Motion made by Mr. Meyer, seconded by Mr. Echemann to enter into the Participation Agreement by and between the County Commissioners Association of Ohio Service Corporation and the Board of County Commissioners, on behalf of Belmont County Child Support Enforcement Agency, regarding the location services for Non-Custodial Parents to be performed by West Publishing Corporation, effective June 1, 2019 through May 31, 2021, for the total cost of \$890.08.

**PARTICIPATION AGREEMENT REGARDING THE
USAGE OF THE AGREEMENT BETWEEN THE COUNTY COMMISSIONERS
ASSOCIATION OF OHIO SERVICE CORPORATION AND WEST PUBLISHING
CORPORATION, EXECUTED IN JUNE, 2019**

This Participation Agreement, regarding the location services for Non-Custodial Parents through public records data to be performed by West Publishing Corporation through the Consolidated Lead Evaluation and Reporting database (CLEAR), is entered into for usage of the program as of June 1, 2019 through May 31, 2021, by and between the County Commissioners Association of Ohio Service Corporation ("CCAOSC"), an Ohio for profit corporation and the Board of County Commissioners, BELMONT COUNTY CSEA, an entity under the auspices of the political subdivision of the State of Ohio ("Participant") and the Ohio CSEA Directors' Association ("OCDA" or "Manager").

RECITALS

WHEREAS, CCAOSC wishes to continue assisting Ohio counties which are members of the County Commissioners Association of Ohio (CCAO) and which choose to participate either for themselves or on behalf of boards, agencies, districts or other instrumentalities which are affiliated with them in securing competitively priced location services;

WHEREAS, CCAOSC wishes to avail itself of the expertise of the Ohio CSEA Directors' Association ("OCDA") in relation to the administration of said agreements;

WHEREAS, ORC Section 9.48(B) is the enabling statute that permits a political subdivision to participate in a joint purchasing program operated by a state association of political subdivisions in which the purchasing political subdivision is eligible for membership;

WHEREAS, ORC Section 9.48(C) exempts certain purchases by a political subdivision from competitive bidding through participation in an association program described in ORC Section 9.48(B);

WHEREAS, an original contract was executed by representatives of West Publishing Corporation and by representatives of CCAOSC in February, 2015, and that contract provided for the potential for two additional two-year agreements, and

WHEREAS, CCAOSC, OCDA, AND the Participant(s) are satisfied with the CLEAR product as a database tracker for the complex task of location services, and wish to receive the services for an additional two years, and

WHEREAS, CCAOSC, OCDA and the Participant(s) agree that it is necessary and desirable that this Agreement be entered into in order to provide key investigative content at a competitive statewide price.

NOW THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, the CCAOSC, the Participant(s) and the Manager agree as follows:

SECTION 1. DEFINITIONS

Manager - The Ohio CSEA Directors' Association (hereinafter referred to as OCDA or Manager) will be responsible for all of the administrative activities and expenses associated with the administration of the Agreement.

Participant(s) - An Ohio county which is a member of both the County Commissioners Association of Ohio (CCAO) and OCDA, as well as its boards, agencies, districts or other instrumentalities that are taking part in the Program. The Participants for this Agreement may be the County Job & Family Services Agency, the County Child Support Enforcement Agency or the Children's Services Agency which is taking part in the Program or any other program that is a county-based program in need of location services to fulfill their responsibilities. If another agency is providing services through contract with the local family services agency that requires usage of location services, that agency may be a participant if it is requested by the county family services agency contracting with the non-family services agency for the services and that entity is a Key Partner member of OCDA. A Participant must be a member of OCDA either through a full membership for a county family services agency which includes the child support enforcement agency, or a Key Partner membership for a family services agency which does not include a child support enforcement agency, or a contracted county agency providing services to the child support enforcement agency.

Program - The use of the potential location leads for parents who are currently participants in a family services program.

Program Term - The period commencing June 1, 2019 and ending on May 31, 2021.

Agreement - That certain contract amendment effective June 1, 2019 between West Publishing Corporation and CCAOSC for location services for non-custodial parents through public records data, in which the OCDA will be providing administrative support. The Agreement is attached hereto and referenced as Exhibit A. This Agreement is valid through May 31, 2021. Any subsequent Agreement beyond May 31, 2021 will go through a competitive procurement process.

SECTION 2. RESPONSIBILITIES OF THE PARTIES REGARDING AGREEMENT

A. Participant agrees to:

1. Be bound by the terms and conditions of the Agreement.
2. Monitor its service usage by confirming that usage is for permissive purposes under the original agreement between CCAOSC and West Publishing if requested to do so.
3. Notify Manager if there is a desire to add users after June 1, 2019 with the understanding that they will be added at a rate of \$29.97 per user, per month for the period June 1, 2019 to May 31, 2020, and at the rate of \$30.87 per user, per month, for the period June 1, 2020 to May 31, 2021.
4. Pay a program administrative expense to the Manager of \$80.00 per user, per year. This fee is intended to offset costs associated with the administration of the Agreement by the Manager.
5. Make payment to the Manager for any invoice received within thirty (30) days from receipt, as described in the Agreement. Participant will be invoiced for users monthly starting June 1, 2019 until May 31, 2021. The program administrative expense will be invoiced each year in the month of June for 2019 and 2020, respectively. Participants are not responsible for any interest on delayed payments, but agree to be as timely as possible in the processing of said payments.
6. Notify the Manager no later than **March 15, 2021** if it determines that it: i) does not want to utilize the Agreement in future contract periods; ii) does not want to maintain its membership in CCAO; iii) does not want to maintain its membership in the OCDA. Any notices provided pursuant to this paragraph shall also be utilized in the competitive procurement process. Participant must identify the number of users for the next contract period.
7. Maintain its membership in both CCAO and OCDA during the pendency of the Agreement. If the Participant loses membership status during the Agreement time period, any remaining contract fees will be accelerated and due within thirty days of separation from membership, and services may continue to the end of the Agreement time period.
8. Maintain the list of users with access to West Publishing Corporation under the current web-based system. Any deletions should be provided within one week of intention to delete the user.

B. County Commissioners Association of Ohio Service Corporation agrees to:

1. Be bound by the terms and conditions of the Agreement.
2. Immediately notify Participant if West Publishing Corporation proposes any modification, amendment or change to the Agreement.
3. Immediately notify Participant if a public records request is made relating to Participant records that are in the possession of CCAOSC.
4. Give Participant written notice no later than March 15, 2021 if it determines that it will not continue the current agreement or enter into a new agreement after May 31, 2021.
5. Immediately notify Participant if either West Publishing Corporation or CCAOSC exercise its right to terminate the Agreement under Section 8 of such Agreement.
6. Not seek further payment, compensation or remuneration from Participant once payment has been made to Manager for any charges attributable to services it has acquired under the Agreement. In this same regard, CCAOSC and Manager agree to hold Participant harmless for any requests from West Publishing Corporation for payments made by Participant to Manager and not forwarded to West Publishing Corporation.

C. Ohio CSEA Directors' Association (Manager) agrees to:

1. Be bound by the terms and conditions of the Agreement.
2. Assist in the registration and management of users under the Agreement.
3. Assist in the signature of the Participation Agreement.
4. Issue billing statements on a monthly basis. The first one will be for June 1, 2019.

SECTION 3. AMENDMENTS

This Agreement may be modified as necessary as long as agreed upon by all three parties and the overall cost of all users does not change from the \$29.97 per month, per user for the Agreement time frame of June 1, 2019 to May 31, 2020, and does not change from the rate of \$30.87 per month, per user, for the Agreement time frame of June 1, 2020 to May 31, 2021.

SECTION 4. MISCELLANEOUS

This Agreement shall be construed under the laws of the State of Ohio.

If the date on which any action or payment required to be taken or made under this Agreement is a Saturday, Sunday or legal holiday in the State of Ohio, that action shall be taken or that payment shall be made on the next succeeding day which is not a Saturday, Sunday or legal holiday.

1. DEBT CHECK PROVISION

Ohio Revised Code Section 9.24 prohibits public agencies from awarding a contract for goods, services, or construction, paid for in whole or in part from state funds, to a person or entity against who a finding for recovery has been issued by the Ohio Auditor of State, if the finding for recovery is unresolved. By entering into this Contract, Vendor warrants that a finding for recovery has not been issued to Vendor by the Ohio Auditor of State. Vendor further warrants that Vendor shall notify the county within one (1) business day should a finding for recovery occur during the Contract term.

2. CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACT

Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to section 306 of the Clean Air Act (42 U.S.C. 7401), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and any applicable Environmental Protection Agency Regulation. Vendor understands that violations of all applicable standards, orders or regulations issued pursuant to section 306 of the Clean Air Act (42 U.S.C.7401), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and any applicable Environmental Protection Agency Regulation must be reported to the Federal awarding agency and the Regional Office of Environmental Protection Agency (EPA).

3. ENERGY POLICY AND CONSERVATION ACT

Vendor agrees to comply with all applicable standards, orders or regulations issued relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

IN WITNESS WHEREOF, the undersigned representatives of CCAOSC, Participant(s), and OCDA, pursuant to the duly adopted authorizing resolutions of their governing boards have signed this Agreement.

COUNTY COMMISSIONERS ASSOCIATION OF OHIO SERVICE CORPORATION (CCAOSC)

By: Kathy Blasse Address: 209 East State Street
Columbus, Ohio 43215

COUNTY OF BELMONT BOARD OF COMMISSIONERS / PROSECUTOR / APPROVING AUTHORITY

By: Jersey Echemann Address: 101 WEST MAIN ST.
ST. CLAIRSVILLE, OH 43950
OPDA

Date of Adoption of Approving Board Resolution 6-19-19

PARTICIPANT AGENCY: BELMONT COUNTY CSEA

By: Vince Gianangeli Address: 68145 HAMMOND RD.
6-6-19 ST. CLAIRSVILLE, OH 43950

If necessary, Approved as to form:

Dan Spahr
Asst. PA.

OHIO CSEA DIRECTORS' ASSOCIATION (OCDA)

By: Dan Spahr Address: 1103 Schrock Road, Suite 309
Columbus, Ohio 43229

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO RENEWAL OF VENDOR AGREEMENTS ON BEHALF OF BCDJFS FOR PROVIDING GASOLINE TO TITLE XIX ELIGIBLE PERSONS

Motion made by Mr. Meyer, seconded by Mr. Echemann to enter into a renewal of Vendor Agreements on behalf of the Belmont County Department of Job and Family Services for the purpose of providing gasoline to Title XIX eligible persons who have medical appointments outside the local area, effective July 1, 2019 through June 30, 2020 as follows:

VENDOR	MAXIMUM BILLABLE AMOUNT
• Hissom's Service Center LLC	\$10,000.00
• Marathon Gas dba D & D Fast Foods	\$10,000.00
• Smith's Hilltop Sunoco	\$10,000.00
• The Sun Shop	\$10,000.00
• Zeake's Sunoco & Sun Shop Exxon	\$10,000.00

BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
VENDOR AGREEMENT

This agreement to provide gasoline. etc. is made and entered into this 19th day of June, 2019 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and Hissoms's Service Center LLC, a provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from July 1, 2019 through June 30, 2020 inclusive, unless otherwise terminated.

GENERAL REGULATIONS

Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipients or their guardians.

The Provider understands that this written agreement supersedes all oral agreements.

The Provider agrees to hold harmless the County Department of Job and Family Services, the Board of County Commissioners of the county in which the Department is located, and the Ohio Department of Job and Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.

The Provider agrees that in the performance of this agreement there shall be no discrimination against any client because of race, color, sex, religion, national origin, or handicapped conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to and method of appeal will be made available to all persons served under this agreement.

In the event Provider receives an overpayment, Provider agrees to repay the Belmont County Department of Job and Family Services the amount to which he/she was not entitled.

In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available, or, later as otherwise stipulated by the Department.

This agreement may be terminated by the Provider or the Department upon seven (7) days written notice. Failure to honor the terms of this agreement and/or related state, federal, or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately.

Policy that the Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing service delivery, including insurance.

Eligibility for Services: The County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchase services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Administrative Code.

Amendment of Agreement: This agreement may be amended at any time by a written amendment signed by both parties and submitted to the Ohio Department of Job and Family Services in the manner required by state regulations.

PAYMENT PROCEDURES

- A. The Department of Job and Family Services agrees to pay the Provider \$ actual cost per gallon Unit for Transportation.
- B. The maximum amount billable under this agreement is \$10,000.00
- C. The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.
- D. The Provider understands that a recipient, for whom services are provided, may be required by the Department of Job and Family Services. Other than this fee set by the Department, no additional fees may be charged for services rendered under this agreement.
- E. The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the billing period. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.
- F. Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service.

I hereby understand and agree to the terms of this agreement.

This agreement signed on the 19th day of June, 2019.

Signature Vince Gianangeli /s/
Dept. of Job and Family Services
Date 5-28-19
Belmont County Department of Job and Family Services
68145 Hammond Rd.
St. Clairsville, Ohio 43950
(740) 695-1075

Signature James Jones /s/
Provider Signature
Date 6-3-18

Signature Josh Meyer /s/
Signature Jerry Echemann /s/
Signature J. P. Dutton /s/
Belmont County Commissioners

Date 6-19-19
Date 6-19-19
Date 6-19-19

Approved as to form David K. Liberati /s/
Prosecutor-Assist. P.A.

Date 6-7-19

BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
VENDOR AGREEMENT

This agreement to provide gasoline. etc. is made and entered into this 19th day of June, 2019 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and Marathon Gas dba D & D Fast Foods, a provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from July 1, 2019 through June 30, 2020 inclusive, unless otherwise terminated.

GENERAL REGULATIONS

- A. Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipients or their guardians.
- B. The Provider understands that this written agreement supersedes all oral agreements.
- C. The Provider agrees to hold harmless the County Department of Job and Family Services, the Board of County Commissioners of the county in which the Department is located, and the Ohio Department of Job and Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.
- D. The Provider agrees that in the performance of this agreement there shall be no discrimination against any client because of race, color, sex, religion, national origin, or handicapped conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to and method of appeal will be made

- available to all persons served under this agreement.
- E. In the event Provider receives an overpayment, Provider agrees to repay the Belmont County Department of Job and Family Services the amount to which he/she was not entitled.
- F. In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available, or, later as otherwise stipulated by the Department.
- G. This agreement may be terminated by the Provider or the Department upon seven (7) days written notice. Failure to honor the terms of this agreement and/or related state, federal, or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately.
- H. Policy that the Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing service delivery, including insurance.
- I. Eligibility for Services: The County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchase services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Administrative Code.
- J. Amendment of Agreement: This agreement may be amended at any time by a written amendment signed by both parties and submitted to the Ohio Department of Job and Family Services in the manner required by state regulations.

PAYMENT PROCEDURES

- A. The Department of Job and Family Services agrees to pay the Provider \$ actual cost per gallon Unit for Transportation.
- B. The maximum amount billable under this agreement is \$10,000.00
- C. The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.
- D. The Provider understands that a recipient, for whom services are provided, may be required by the Department of Job and Family Services. Other than this fee set by the Department, no additional fees may be charged for services rendered under this agreement.
- E. The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the billing period. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.
- F. Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service.

I hereby understand and agree to the terms of this agreement.

This agreement signed on the 19th day of June, 2019.

Signature Vince Gianangeli /s/
Dept. of Job and Family Services

Date 5-28-19

Belmont County Department of Job and Family Services
68145 Hammond Rd.
St. Clairsville, Ohio 43950
(740) 695-1075

Signature Glen Didriksen /s/
Provider Signature

Date 6-3-18

Signature Josh Meyer /s/

Date 6-19-19

Signature Jerry Echemann /s/

Date 6-19-19

Signature J. P. Dutton /s/

Date 6-19-19

Belmont County Commissioners

Approved as to form David K. Liberati /s/

Date 6-11-19

Prosecutor-Assist. P.A.

BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
VENDOR AGREEMENT

This agreement to provide gasoline, etc. is made and entered into this 19th day of June, 2019 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and Smith's Hilltop Sunoco, a provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from July 1, 2019 through June 30, 2020 inclusive, unless otherwise terminated.

GENERAL REGULATIONS

Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipients or their guardians.

The Provider understands that this written agreement supersedes all oral agreements.

The Provider agrees to hold harmless the County Department of Job and Family Services, the Board of County Commissioners of the county in which the Department is located, and the Ohio Department of Job and Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.

The Provider agrees that in the performance of this agreement there shall be no discrimination against any client because of race, color, sex, religion, national origin, or handicapped conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to and method of appeal will be made available to all persons served under this agreement.

In the event Provider receives an overpayment, Provider agrees to repay the Belmont County Department of Job and Family Services the amount to which he/she was not entitled.

In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available, or, later as otherwise stipulated by the Department.

This agreement may be terminated by the Provider or the Department upon seven (7) days written notice. Failure to honor the terms of this agreement and/or related state, federal, or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately.

Policy that the Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing service delivery, including insurance.

Eligibility for Services: The County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchase services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Administrative Code.

Amendment of Agreement: This agreement may be amended at any time by a written amendment signed by both parties and submitted to the Ohio Department of Job and Family Services in the manner required by state regulations.

PAYMENT PROCEDURES

- A. The Department of Job and Family Services agrees to pay the Provider \$ actual cost per gallon Unit for Transportation.
- B. The maximum amount billable under this agreement is \$10,000.00
- C. The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.
- D. The Provider understands that a recipient, for whom services are provided, may be required by the Department of Job and Family Services. Other than this fee set by the Department, no additional fees may be charged for services rendered under this agreement.
- E. The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the billing period. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.
- F. Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service.

I hereby understand and agree to the terms of this agreement.
 This agreement signed on the 19th day of June, 2019.

Signature Vince Gianangeli /s/
 Dept. of Job and Family Services
 Date 5-28-19
 Belmont County Department of Job and Family Services
 68145 Hammond Rd.
 St. Clairsville, Ohio 43950
 (740) 695-1075
 Signature Josh Meyer /s/
 Signature Jerry Echemann /s/
 Signature J. P. Dutton /s/
 Belmont County Commissioners
 Approved as to form David K. Liberati /s/
 Prosecutor-Assist. P.A.

Signature Brian Smith /s/
 Provider Signature
 Date May 31, 2019
 Date 6-19-19
 Date 6-19-19
 Date 6-19-19
 Date 6-7-19

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
 VENDOR AGREEMENT**

This agreement to provide gasoline, etc. is made and entered into this 19th day of June, 2019 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and The Sun Shop, a provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from July 1, 2019 through June 30, 2020 inclusive, unless otherwise terminated.

GENERAL REGULATIONS

Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipients or their guardians.

The Provider understands that this written agreement supersedes all oral agreements.

The Provider agrees to hold harmless the County Department of Job and Family Services, the Board of County Commissioners of the county in which the Department is located, and the Ohio Department of Job and Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.

The Provider agrees that in the performance of this agreement there shall be no discrimination against any client because of race, color, sex, religion, national origin, or handicapped conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to and method of appeal will be made available to all persons served under this agreement.

In the event Provider receives an overpayment, Provider agrees to repay the Belmont County Department of Job and Family Services the amount to which he/she was not entitled.

In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available, or, later as otherwise stipulated by the Department.

This agreement may be terminated by the Provider or the Department upon seven (7) days written notice. Failure to honor the terms of this agreement and/or related state, federal, or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately.

Policy that the Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing service delivery, including insurance.

Eligibility for Services: The County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchase services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Administrative Code.

Amendment of Agreement: This agreement may be amended at any time by a written amendment signed by both parties and submitted to the Ohio Department of Job and Family Services in the manner required by state regulations.

PAYMENT PROCEDURES

- A. The Department of Job and Family Services agrees to pay the Provider \$ actual cost per gallon Unit for Transportation.
- B. The maximum amount billable under this agreement is \$10,000.00
- C. The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.
- D. The Provider understands that a recipient, for whom services are provided, may be required by the Department of Job and Family Services. Other than this fee set by the Department, no additional fees may be charged for services rendered under this agreement.
- E. The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the billing period. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.
- F. Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service.

I hereby understand and agree to the terms of this agreement.
 This agreement signed on the 19th day of June, 2019.

Signature Vince Gianangeli /s/
 Dept. of Job and Family Services
 Date 5-28-19

Signature Timothy Jones /s/
 Provider Signature
 Date 6-3-18

June 19, 2019

Belmont County Department of Job and Family Services
68145 Hammond Rd.
St. Clairsville, Ohio 43950
(740) 695-1075

Signature Josh Meyer /s/
Signature Jerry Echemann /s/
Signature J. P. Dutton /s/

Date 6-19-19
Date 6-19-19
Date 6-19-19

Belmont County Commissioners
Approved as to form David K. Liberati /s/
Prosecutor-Assist. P.A.

Date 6-7-19

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
VENDOR AGREEMENT**

This agreement to provide gasoline, etc. is made and entered into this 19th day of June, 2019 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and Zeake's Sunoco and Carryout, and Sun Shop Exxon and Carryout, both the same owner and provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from July 1, 2019 through June 30, 2020 inclusive, unless otherwise terminated.

GENERAL REGULATIONS

- A. Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipients or their guardians.
- B. The Provider understands that this written agreement supersedes all oral agreements.
- C. The Provider agrees to hold harmless the County Department of Job and Family Services, the Board of County Commissioners of the county in which the Department is located, and the Ohio Department of Job and Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.
- D. The Provider agrees that in the performance of this agreement there shall be no discrimination against any client because of race, color, sex, religion, national origin, or handicapped conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to and method of appeal will be made available to all persons served under this agreement.
- E. In the event Provider receives an overpayment, Provider agrees to repay the Belmont County Department of Job and Family Services the amount to which he/she was not entitled.
- F. In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available, or, later as otherwise stipulated by the Department.
- G. This agreement may be terminated by the Provider or the Department upon seven (7) days written notice. Failure to honor the terms of this agreement and/or related state, federal, or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately.
- H. Policy that the Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing service delivery, including insurance.
- I. Eligibility for Services: The County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchase services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Administrative Code.
- J. Amendment of Agreement: This agreement may be amended at any time by a written amendment signed by both parties and submitted to the Ohio Department of Job and Family Services in the manner required by state regulations.

PAYMENT PROCEDURES

- A. The Department of Job and Family Services agrees to pay the Provider \$ actual cost per gallon Unit for Transportation.
- B. The maximum amount billable under this agreement is \$10,000.00
- C. The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.
- D. The Provider understands that a recipient, for whom services are provided, may be required by the Department of Job and Family Services. Other than this fee set by the Department, no additional fees may be charged for services rendered under this agreement.
- E. The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the billing period. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.
- F. Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service.

I hereby understand and agree to the terms of this agreement.

This agreement signed on the 19th day of June, 2019.

Signature Vince Gianangeli /s/
Dept. of Job and Family Services
Date 5-28-19

Signature Anthony Zeakes/s/
Provider Signature
Date 6-3-18

Belmont County Department of Job and Family Services
68145 Hammond Rd.
St. Clairsville, Ohio 43950
(740) 695-1075

Signature Josh Meyer /s/
Signature Jerry Echemann /s/
Signature J. P. Dutton /s/

Date 6-19-19
Date 6-19-19
Date 6-19-19

Belmont County Commissioners
Approved as to form David K. Liberati /s/
Prosecutor-Assist. P.A.

Date 6-7-19

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE PURCHASE OF PERFORMANCE OF SERVICES
CONTRACT BETWEEN BELMONT COUNTY FAMILY & CHILDREN FIRST COUNCIL AND
KATHERINE J. KING/FAMILY & CHILDREN FIRST COUNCIL COORDINATOR**

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve and sign the Purchase of Performance of Services contract between the Belmont County Family and Children First Council and Katherine J. King for services as the Belmont County Family and Children First Council Coordinator in a not to exceed amount of \$15,750.00, effective July 1, 2019 through June 30, 2020.

**PURCHASE OF SERVICE CONTRACT BETWEEN
THE BELMONT COUNTY FAMILY AND CHILDREN FIRST COUNCIL
AND
KATHERINE J. KING FOR SERVICES AS THE**

BELMONT COUNTY FAMILY AND CHILDREN FIRST COUNCIL COORDINATOR

This agreement is made and entered into on June 19, 2019, by and between the Belmont County Family and Children First Council, hereinafter referred to as "**Council**", its Administrative Agent, being the Belmont County Department of Job and Family Services, hereinafter referred to as "**Administrative Agent**", and Katherine J. King, Coordinator of the Belmont County Family and Children First Council, hereinafter referred to as "**Provider**".

Article I Effective Dates

This contract shall extend from July 1, 2019 through June 30, 2020, inclusive, unless otherwise terminated pursuant to Article IV, and may be extended beyond the time period upon the execution of a written amendment pursuant to Article IV, contingent upon available funding.

Article II Amount of Contract/Payments

- A. Payment for services provided in accordance with the provisions of this contract shall not exceed \$15,750.00.
- B. The **Provider** certifies that all costs are allowable and appropriate, and services submitted for payment were actually-provided. The **Provider** will establish and maintain all fiscal records as needed and required to justify expenditures, including, but not limited to, time sheets, travel logs and receipts for all claimed expenses.
- C. The **Provider** agrees to submit an invoice to the **Administrative Agent** so that funds may be drawn and payment made for services rendered. The invoice cannot exceed the amount of this contract and must be received by the **Administrative Agent** during the contract period.
- D. The **Provider** agrees to charge the **Council** at a rate of \$15.00 per hour for time charged for work performed as the Belmont County Family and Children First Coordinator.
- E. The **Provider** assumes all liability for any federal, state, and/or local income taxes and/or fees incurred while performing duties as the Belmont County Family and Children First Coordinator.
- F. The **Administrative Agent** will review invoices for completeness and any other information necessary before authorizing payment within thirty (30) days after receipt of an invoice. The reported expenditures submitted are subject to adjustment by the **Administrative Agent** before such payment is authorized to adjust for mathematical errors, incorrect rates, and/or unallowable costs. Such invoices are subject to audit by appropriate federal, state, and/or local officials.
- G. Any and all funding under this agreement shall not be used to supplant existing funds targeting the same population for the purpose described in Article I.

Article III General Regulation

- A. All documents, reports, data, photographs, negatives, electronic reports and records, and other media produced under this agreement or with funds provided by this contract are the property of the **Council** and **Administrative Agent**, which has unrestricted rights to reproduce, distribute, modify, maintain, and use. All materials and items produced under this contract will be made freely available to the general public unless the **Administrative Agent** determines that, pursuant to federal and state laws, the materials are confidential.
- B. The **Provider** will comply with all applicable federal and state regulations, rules, statutes, and guidelines regarding the expenditure of funds, and program requirements, including, but not limited to: OMB Circular A-87, CMIA Regulations, Health and Human Services grant guidelines, and Ohio Department of Job and Family Services rules. The **Provider** agrees to provide all necessary and appropriate data and cooperate with state and local agencies in evaluating the Help Me Grow Program, including planning and participating in site visits.
- C. The **Provider** will schedule meetings of the **Council** at least bi-monthly in odd number months in coordination with the membership of the **Council**, or as deemed necessary by the **Council**.
- D. The **Provider** will be responsible for taking minutes of **Council** meetings and providing copies of such prior to subsequent meetings. The **Provider** will submit bi-monthly reports on program issues and concerns, successes and expenditures to the **Council** and **Administrative Agent**.
- E. The **Administrative Agent** may, from time to time, as it deems appropriate and in consultation with the Belmont County Family and Children First Council, communicate specific instructions to the **Provider** concerning the performance of activities described in this contract. Within ten (10) days after receipt of the instructions, the **Provider** will comply with the instructions to the satisfaction of the **Administrative Agent**. It is expressly understood by the parties that these instructions are for the sole purpose of performing the specific tasks requested by the **Administrative Agent** to ensure the satisfactory completion of the activities described in this Subsidy Agreement and are not intended to amend or alter any part of this contract. An employee of the **Administrative Agent**, to be identified by the **Administrative Agent**, will communicate all instructions to the **Provider**. The **Provider** agrees to consult with the **Administrative Agent** as necessary to ensure understanding and the success of completion of the contract activities.

Article IV Termination and Amendment

- A. This agreement may be terminated by either party at any time by giving thirty (30) days written notice via certified mail to the Executive Director of the **Provider** and the Director of the **Administrative Agent**. Notwithstanding any other terms or conditions of this agreement, if the federal and/or other funds designation for the program are not available to the **Administrative Agent** in the amount adequate to support the services and activities under this agreement, as determined by the **Administrative Agent**, the **Administrative Agent** may terminate this agreement. The **Administrative Agent** will notify the **Provider** in writing of these conditions as soon as possible but not later than ten (10) days upon receipt of such information or determination. All reimbursements to the **Provider** will cease on the date specified in the ten (10) day notice. The **Administrative Agent** reserves the right to terminate this agreement immediately upon delivery of a written notice to the **Provider** if the **Administrative Agent** discovers any illegal conduct on the part of the **Provider** or the **Provider** has violated any provisions of this agreement.
- B. This writing constitutes the entire agreement between the parties with respect to all matter herein. This contract may be amended only by written agreement signed by both parties and any amendment will be prospective in nature. Both parties agree that any amendment to laws or regulations cited in this agreement will result in a modification of this contract without the necessity for executing written amendments.

Article V Limitation of Liability

The **Provider** agrees to hold the **Administrative Agent** harmless from any and all claims for injury resulting from activities in furtherance of the work hereunder. The **Provider** will reimburse the **Administrative Agent** for any judgements for infringement of patent or copyright rights. The **Provider** agrees to defend against any such claims or legal actions if called upon by the **Administrative Agent** to do so. The **Provider** will not permit any lien or claim to be filed or prosecuted against

the state or the **Administrative Agent** on account of any labor, services or materials furnished. If the **Provider** fails, neglects or refuses to make prompt payment of any claims for labor, services or materials furnished to the **Provider** by any person in connection with this contract as such claims become due, the proper officer or officers representing the **Administrative Agent** may pay such claims to the person furnishing the labor or service and charge the amount of the payment against the funds due or to become due to the **Provider** by reason of its contract. The **Administrative Agent's** liability for damages, whether in contract or in tort, may not exceed the total amount of compensation payable to the **Provider** under Article III or the amount of damages incurred by the **Provider**, whichever is less. The **Provider** is solely and exclusive responsible for any direct or consequential damages, including loss of profits, even if the **Administrative Agent** knew or should have known of the possibility of such damages.

Article VI Special Conditions and Miscellaneous Provisions

By accepting this contract and executing this contract agreement, the **Provider** certifies current compliance and agrees to continued compliance with each condition listed in this Article. The **Provider's** certification of compliance with each of these conditions is considered to be a material representation of fact upon which the **Administrative Agent** relied in entering into this contract agreement.

- A. Equal Employment Opportunity: In carrying out this contract, the **Provider** will not discriminate in hiring, promotion, discharge, pay, job training, salary, fringe benefits and/or other aspects, conditions or privileges of employment on the basis of race, color, religion, sex, sexual orientation, disability, age or national origin. Further, the **Provider** shall not discriminate in the provision of services on any of the above basis. The **Provider** shall indemnify, defend and hold the **Administrative Agent** harmless from any and all claims for discrimination in employment or for discrimination in the provision of services arising from its activities under this agreement. The **Provider** agrees not to discriminate against individuals who have or are participating in any work program administered by a County Department of Job and Family Services under Chapters 5101 or 5107 of the Ohio Revised Code.
- B. Religious Freedom: The **Provider** agrees that it will perform the duties under this contract in compliance with Section 104 of the Personal Responsibility and Work Opportunities Act of 1996 and in a manner that will ensure that the religious freedom of program participants is not diminished and that it will not discriminate against any participant based on religion, religious belief or refusal to participate in a religious activity. No funds provided under this contract will be used to promote the religious character and action of the **Provider**. If any participant objects to the religious character of the organizations, the **Provider** will immediately refer the individual to the **Administrative Agent** for an alternative provider.
- C. Provider Status: The **Provider** agrees that no agency, employment, joint venture or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this agreement. The **Provider** also agrees that, as an independent provider, the **Provider** assumes all responsibility for any federal, state, municipal or other tax liabilities along with worker's compensation and unemployment compensation and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder. The **Provider** certifies that all approvals, licenses or other qualifications necessary to conduct business in the State of Ohio have been obtained and are operative. If at any time during the contractual period the **Provider** becomes disqualified from conducting business in the State of Ohio, for whatever reason, the **Provider** must immediately notify the **Administrative Agent** of the disqualification and the **Provider** will immediately cease performance of its obligation hereunder.
- D. Assignment of Interests: The **Provider** will not assign any interest, including subcontracts and contracts, in the contract and will not transfer any interest in the contract without the prior written approval of the **Administrative Agent**, in consultation with the Belmont County Family and Children First Council.
- E. Drug-Free Workplace: The **Provider** and any subcontractor associated with the project agree to comply with all applicable state and federal laws regarding a drug-free workplace. The **Provider** will make a good faith effort to ensure that all employees, while working on state, county or private property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- F. Records and Reports: The **Provider** will not use any information, system or records made available to it for any purpose other than to fulfill the specific contract activities specified herein. The **Provider** and its employees agree to be bound by the same standards and rules of confidentiality that apply to employees of the **Administrative Agent**. The terms of this section must be included in any contract or subcontract executed by the **Provider** for work under this contract.
- G. Child Support Enforcement: The **Provider** agrees to cooperate with the Ohio Department of Job and Family Services and any Ohio Child Support Enforcement Agency (CSEA) in ensuring the **Provider** or employees of the **Provider** meet child support obligations established under state law. Further, by executing this agreement the **Provider** certifies present and future compliance with any court order for the withholding of support which is issued pursuant to Sections 3113.21 to 3113.2117 of the Ohio Revised Code.
- H. Audit and Records Retention: All records related to costs, work performed and supporting documentation for invoices submitted to the **Administrative Agent** will be retained by the **Provider** and made available for audit by the State of Ohio, including but not limited to the Ohio Department of Job and Family Services, the Ohio Department of Health, the Auditor of the State of Ohio, the Inspector General and all duly authorized law enforcement officials, agencies of the United States government and county officials, including the **Administrative Agent**, county auditor and members of the County Family and Children First Council. All financial records related to this contract are public records unless specifically excluded by Section 149.431 of the Ohio Revised Code.

Article VII Construction

This contract shall be governed, construed and enforced in accordance of the laws of the State of Ohio. Should any portion of this contract be found unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this contract is not affected thereby, provided, however, the absence of the illegal provision does not render the performance of this remainder of the contract impossible.

THE PARTIES HAVE EXECUTED THIS CONTRACT AGREEMENT AS OF THE DATE OF THE SIGNATURE OF THE DIRECTOR OF THE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES.

<u>Vince Gianangeli /s/</u>	<u>6-14-19</u>
Vince Gianangeli, Director	Date
Belmont County Department of Job and Family Services	
<u>Christine Parker /s/</u>	<u>6/18/19</u>
Christine Parker, Chairperson	Date
Belmont County Family and Children First Council	
<u>Katherine J. King /s/</u>	<u>6-13-19</u>
Katherine J. King, Coordinator	Date
Belmont County Family and Children First Council	
<u>Josh Meyer /s/</u>	<u>6-19-19</u>
Josh Meyer, President	Date

Belmont County Board of Commissioners
Jerry Echemann /s/ _____ 6-19-19
 Date
 Belmont County Board of Commissioners
J. P. Dutton /s/ _____ 6-19-19
 Date
 Belmont County Board of Commissioners
 Approved as to form:
David K. Liberati /s/ Assist. P. A. _____ 6-19-19
 Belmont County Prosecutor
 Date

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE PURCHASE OF PERFORMANCE OF SERVICES CONTRACT BETWEEN BCDJFS & MOBILIZE360

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve and sign the Purchase of Performance of Services Contract between the Belmont County Dept. of Job & Family Services and Mobilize360, in the amount of \$75,164.44, effective July 1, 2019 to June 30, 2020, to provide Outreach Services for Workforce Development Area 16.

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
Purchase of the Performance of Services Contract**

Whereas, this contract entered into on the 19th day of June 2019, by and between the Belmont County Department of Job and Family Services (hereinafter referred to as “Purchaser”) and Mobilize360 (hereinafter referred to as “Contractor”), is for the purchase of the performance of professional services to Outreach Services for the Workforce Development Area 16 (WDA16), as defined in the Request for Qualifications (RFQ) WDA16 Outreach Service, dated September 10, 2018 and attached as Exhibit A, and the Mobilize360 response to this RFQ, attached as Exhibit B.

I PURPOSE

The purpose of this contract is to provide Outreach Services in WDA16 which will address:

1. Promoting job fairs and other workforce development events; and
2. Communicating with job seekers that WDA16 and OhioMeansJobs services are available for everyone; and
3. Expanding outreach to create awareness of selected services to help businesses meet the workforce needs; and
4. Communicating with parents and students regarding the youth workforce development and employability services available through the new Comprehensive Case Management Employment Program (CCMEP).

II PARTIES

The parties to this agreement are as follows:

Purchaser: The Belmont County Department of Job and Family Services
 68145 Hammond Road
 St. Clairsville, OH 43950
 740-695-1075

Contractor: Mobilize360
 3137 Pennsylvania Avenue
 Weirton WV 26062
 304-374-6925
 Jake Young, Owner

III CONTRACT PERIOD

This contract and its terms for Program Year 2019 (PY19) will become effective on July1, 2019. The termination date for this contract is June 30, 2020.

IV DEFINITIONS

The following words, phrases and terms, when used in this contract, are limited to the following definitions:

Allowable Costs

Those costs which are necessary, reasonable, allocable and allowable under applicable Federal, State, and local law for the proper administration and performance of services to customers.

Workforce Area 16

Workforce Area 16 consists of Belmont, Carroll, Harrison and Jefferson Counties.

Council of Governments

The Council of Governments (COG) consists of one County Commissioner from each county in Area 16 and is the Chief Elected Official for the area.

Workforce Development Board

The Workforce Development Board (WDB), as required by the Workforce Innovation and Opportunity Act (WIOA) is appointed by the county commissioners in each county in Area 16. The WDB membership is as outlined by the WIOA and the Ohio Revised Code. The WDB advises the COG approves Area 16 policies and providers.

Performance

Performance by the Contractor under this contract is described more thoroughly in Article V, but includes meeting all service, performance reporting and evaluation and monitoring requirements as well as all performance standards stated herein.

Proportional payment

Proportional payment would occur at Purchaser’s choice in the event the Contractor fails to perform as stated in the contract. It would require a formal modification of this contract and would entail a reduction in payment directly proportionate to the degree to which the Contractor has failed to perform. Proportional payment is not the only manner in which this contract can be modified in the event of the Contractor’s breach, and its inclusion in this Article in no manner binds the Purchaser to this remedy in the event of the Contractor’s failure of performance.

Services

Services by the Contractor under this contract include all those outlined in Article V and include all services, performance reporting and evaluation and monitoring responsibilities as well as meeting all performance standards stated herein.

Outreach Services

As defined in TEGL 3-15, “Basic Career Services must include availability to all individuals seeking services served in the one-stop delivery system and include: *Outreach*, intake...and orientation to information and other services available through the one-stop delivery system.”

TANF

TANF is the Temporary Assistance to Needy Families Program

WIOA

WIOA is the Workforce Innovation and Opportunity Act.

CCMEP

On June 30, 2015, Ohio House Bill 64, the state’s biennium budget, was signed into law. Section 305.190 of the bill established the Comprehensive Case Management Employment Program (CCMEP). CCMEP serves youth ages 14-24 and is funded by WIOA and TANF funds. Guidance for CCMEP may be accessed at: <http://jfs.ohio.gov/owd/CCMEP/index.stm>.

V SCOPE OF WORK

Subject to the terms and conditions as set forth in this document and incorporated attachments, the Contractor and Purchaser agree to perform the following services to the level of performance as herein stated:

A. Contractor Responsibilities

1. The Contractor will provide the following deliverables for this project:
 - A. Technical support to **define, design and create messages** to unique client groups; and
 - B. Refine and implement the outreach strategy within the allocated budget (\$75,164.44 from July 1, 2019-June 30, 2020), which includes all vendor fees and media/outreach purchases. Work is to be performed according to the WDB16 approved media mix plan, which may be revised by the WDB16 as needed.
 - C. Purchase, produce and manage media buys; and
 - D. Develop earned media opportunities strategy for “free” outreach, i.e. talk shows, press releases, interviews, chamber of commerce/business organization speaking/newsletters, etc.; and
 - E. Plan to evaluate results and provide feedback to the WDB16 quarterly and semi-annually.
2. The Contractor’s staff must become familiar with WIOA Area 16 policies that are relevant to the provision of services under this contract. Additional Area 16 policies may be implemented during the period of this agreement and will also become applicable.
3. The Contractor shall meet all service requirements of this contract. The Contractor’s failure to perform the services as required herein is a breach of this contract thus triggering the Purchaser’s right to terminate, cancel, rescind and/or modify this contract as well as the Purchaser’s right to remuneration and repayment for any funds paid pursuant to this contract for services not performed as required herein.
4. The Contractor shall meet the performance standards specified in this contract. The Contractor’s failure to meet these standards will be a breach of this contract thus triggering the Purchaser’s right to terminate, cancel, rescind and/or modify this contract as well as the Purchaser’s right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards stated herein.

The Contractor shall comply with all the performance reporting and monitoring procedures as stated in this contract. The Contractor’s failure to comply with this mandatory reporting and monitoring will be a breach of contract thus triggering the Purchaser’s right to terminate, cancel, rescind and/or modify this contract as well as the Purchaser’s right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards stated herein

B. Purchaser Responsibilities

1. The Purchaser will monitor the Contractor’s activities pursuant to this contract to ensure they are compliant with the service requirements, performance standards and reporting and monitoring as included herein.
2. The Purchaser shall organize timely meetings with the WDB16, the COG and the WDB16 Outreach Committee to assure the Contractor may receive all necessary reviews and approvals to comply with the project scope of work and deliver work products in a timely manner.
3. The Purchaser will pay all costs related to providing Outreach Services consistent with the provisions stated in Article VIII.

C. Contractual Performance Standards

To reach the outcome and purpose stated herein, the performance standards under this contract shall include:

1. Providing all deliverables as specified in Article V – Scope of Work in a timely manner.
2. Timely cooperation with all accountability requirements set forth in this contract.
3. Providing quarterly and semi-annual feedback on the effectiveness of the outreach efforts.
4. The Contractor will complete and provide to the Purchaser a “Service Delivery Performance Report.” This report will be due on the tenth (10th) of the following month and will include all required information for the entire previous month from the first (1st) to the last day of the month.

The Contractor’s failure to meet these Contractual Performance Standards will result in the following: Submission of a Corrective Action Plan by the Contractor to the Purchaser outlining the reason for not meeting the performance standard(s) and actions to be implemented to achieve the performance standard(s); or

- A. Termination of this contract by the Purchaser due to the Contractor’s failure to meet the performance standard(s) specified in this contract (reference Article XXIII – Termination and Article XXIV – Breach of Contract).

D. Contractual Reviews

In addition to ongoing contract monitoring, the Contractor and Purchaser may meet to review the program and delivery of services as described in Article V – Scope of Work.

E. Performance Reporting

Contractor will complete monthly and provide to the Purchaser an itemized invoice for services provided and a Fiscal Performance Report. These reports are due on the tenth (10th) of the following month and will include all required information for the entire prior month from the first (1st) to the last day of the month. The Contractor will complete and provide to the Purchaser a Service Delivery Performance Report. These reports are due on the tenth (10th) of the following month and will include all required information for the entire prior month from the first (1st) to the last day of that month. The Purchaser and Contractor will determine the format of these reports. The failure of the Contractor to deliver all required performance reports by the time stated in this article will be a breach of this contract thus subjecting the agreement to termination, cancellation, remuneration, repayment, rescission and/or modification at the Purchaser’s discretion.

F. Evaluation and Monitoring

The Purchaser shall periodically evaluate the Contractor’s performance of its duties as expressed in this contract. Periodic evaluation may include, but is not limited to, activities including file inspection, deliverables review and the timeliness and quality of product evaluation, outreach impact, feedback data and related reports. The Purchase will provide the Contractor with notice prior to any evaluation or monitoring activity. The Contractor shall assist with all evaluation and monitoring activities including, but not limited to, providing access to files, any sub-vendors and other employees. The Contractor’s compliance with evaluation and monitoring requirements is part of its required performance of this contract. The Contractor’s failure to comply with its evaluation and monitoring duties and failure to respond to any monitoring reports will be a breach of this contract thus triggering the Purchaser’s rights of termination, cancellation, rescission, modification, remuneration and/or repayment

VI AVAILABILITY OF FUNDS

Payments for performance of services provided pursuant to this agreement are contingent upon the continued availability of Workforce Innovation and Opportunity Act (WIOA) funds (CFDA #17.259). In no event shall the amount of reimbursement to the Contractor under the terms of this contract exceed \$75,164.44. All financial obligations of the Purchaser under this contract are subject to federal and State of Ohio funding levels consistent with fiscal and/or program year.

VII ALLOWABLE COSTS

Purchaser will reimburse only for those costs authorized under applicable federal, Ohio and local laws and policies.

VIII BILLING, PAYMENT AND COSTS

Accompanying mandatory performance reports and invoices will be submitted each month by the Contractor no later than the tenth (10th) day of the following month. Failure to submit this information on time may be a breach of this contract. Purchaser will review the invoices for completeness and accuracy before making payments. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as the Belmont County Auditor processes the payment. Reasons for denial of payment include but are not limited to: failure to meet service requirements, failure to meet performance standards, failure to meet performance reporting requirements and failure to meet evaluation and monitoring requirements.

In the event the Contractor fails to perform as required in this contract, Purchaser may choose to modify this contract so that proportional payment, as defined in Article IV, is made.

The following cost schedule is based upon performing the services herein described for Outreach Services:

Activity	Total Cost
<i>Purchase of Outreach Media</i> (TV, radio, social media, print, billboards, custom apps, etc.)	66,144.71
<i>Professional Service Fees</i> covering outreach strategy/ planning, content development, content production, media purchases, earned media contacts and all administrative services related to the delivery of the scope of work not to exceed 12% of the purchase of outreach media.	\$9,019.73
Indirect Cost	\$0.00
Total Cost	\$75,164.44
Maximum Authorize Reimbursement Amount	\$75,164.44

IX DUPLICATE BILLING

Contractor warrants that claims made to Purchaser for payment shall be for performance of actual services rendered and shall not duplicate claims made by Contractor to other sources of funds, public or private, for the same services. Nothing in this provision shall be interpreted to prohibit use of multiple sources of funds, public or private, to serve participants as long as each service is not paid for more than once.

X AUDIT RESPONSIBILITY AND REPAYMENT

Contractor is responsible for receiving, replying to and complying with any audit exception by federal, State of Ohio, or local audit directly related to the performance of this contract. Audits may be conducting using a “sampling” method. Areas to be reviewed using this method may include but are not limited to months, expenses, total units and billable units. If errors are found, the error rate of the sample will be applied to the entire audit.

Contractor agrees to repay Purchaser the entire amount of any payment received for duplicate or erroneous billings and for false or deceptive claims. When an overpayment is identified it must be repaid within one (1) month.

If repayment within one (1) month cannot be made, Contractor will sign a Repayment of Funds Agreement. Furthermore, Purchaser may withhold payment and take any other legal action it deems appropriate for recovering any money erroneously paid under this contract if evidence exists of less than complete compliance with the provisions of this contract. If checks are withheld pending repayment by Contractor of erroneously paid funds, those checks held more than sixty (60) days will be canceled and will not be re-issued.

Purchaser, at its sole discretion, may allow a change in the terms of repayment. Such change will require an amendment to the Repayment of Funds Agreement.

XI DISPOSITION OF ASSETS

Assets purchased under this agreement shall be the property of Purchaser and shall be delivered to Purchaser when the term of this contract expires.

XII WARRANTY

Contractor warrants that its services shall be performed in a professional and work like manner in accordance with applicable professional standards.

XIII INSURANCE

Contractor shall comply with the laws of the State of Ohio with respect to insurance coverage and shall carry such insurance during its entire performance of this contract and keep in full effect worker’s compensation insurance. A copy of the document evidencing said coverage shall be furnished to the Purchaser prior to the effective date of this contract.

The Contractor shall also obtain and maintain, at all times, throughout the term of this agreement and the Contractor’s expense, a policy of professional liability or commercial general liability insurance, as applicable, with an insurance company licensed in the State of Ohio.

XIV NOTICE

Notice as required under this agreement shall be sufficient if it is by certified mail, return receipt requested, provided that such notice states that it is a formal notice related to this contract.

XV AVAILABILITY AND RETENTION OF RECORDS

In addition to the responsibilities delineated in other articles, Contractor is specifically required to retain and make available to Purchaser all records relating to the performance of services under this contract, including all supporting documentation necessary for audit by Purchaser, the State of Ohio (including but not limited to the Ohio Department of Job and Family Services, the Auditor of the State of Ohio, Inspector General or other duly appointed law enforcement officials) and agencies of the United States Government for at least three (3) years after payment under this agreement. If an audit is initiated during this time period Contractor shall retain such records until the audit is concluded and all issues are resolved.

XVI CONFIDENTIALITY

Contractor agrees to comply with all federal and state laws applicable to Purchaser and its consumers concerning the confidentiality of its consumers. Contractor understands that any access to the identities of such consumers shall only be provided as is necessary for the purpose of performing its responsibilities under this contract. Contractor understands that the use or disclosure of information concerning Purchaser’s consumers for any purpose not directly related to the performance of this contract is prohibited.

XVII CONFLICT OF INTEREST AND DISCLOSURE

Nothing in this contract precludes, prevents or restricts Contractor from obtaining and operating under other agreements with parties other than Purchaser as long as this other work does not interfere with Contractor’s performance of services under this contract. Contractor warrants that at the time of executing this contract, it has no interest in and never shall it acquire any interest, direct or otherwise, in any agreement which will impede its ability to perform as provided in this agreement. Contractor further avers that no financial interest was involved on the part of any of Purchaser’s offices, Board of County Commissioners or other county employees involved in the negotiation of this agreement or the development of its provisions. Furthermore, Contractor has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when an employee of Purchaser will gain financially or receive personal favors as a result of the signing or implementation of this contract.

Contractor will report the discovery of any potential conflict of interest to Purchaser. Should a conflict of interest be discovered during the term of this contract, Purchaser may exercise any of its rights under this contract including termination, cancellation, rescission, remuneration, repayment and modifications. Contractor hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that it has with a county employee, employee’s business or any business relationship or financial interest that a County employee has with Contractor or in its business.

XVIII COMPLIANCE

Contractor certifies that all who perform services, directly or indirectly, under this contract, including Contractor and all approved subcontractors, shall comply with all federal laws and regulations, including applicable OMB circulars, Ohio laws and regulations, including Ohio Administrative Code rules and all provisions of the Area 16 Workforce Development Board’s policy in the performance of work under this contract.

Contractor accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and

all other taxes or payroll deductions required for the performance of the work required hereunder by Contractor's employees, if applicable. Contractor shall obtain all necessary approval, licenses or other qualifications necessary to conduct business in the State of Ohio prior to the effective date of this contract or this contract shall be void as of that date.

XIX RELATIONSHIP

Nothing in this contract is intended, or shall be interpreted, to constitute a partnership, association or joint venture between Contractor and Purchaser. Contractor will, at all times, have the status of independent contractor without the right or authority to impose tort, contractual or any other liability on Purchaser, the Belmont County Board of Commissioners and the Area 16 Workforce Development Board.

XX ASSIGNMENTS

Contractor shall not assign this contract without express, prior, written approval of Purchaser.

XXI SUBCONTRACTS

Contractor shall not subcontract the performance of services agreed to in this contract or any part thereof without the express, prior, written approval of the Purchaser. In the event the Purchaser approves of a subcontract of all or part of the performance required herein, the Contractor shall remain solely responsible for all performance hereunder including delivering services, reporting performance and assisting with evaluation and monitoring as described in this contract. The Contractor is solely responsible for making payments to any, and all subcontractors or media companies for any services they provide hereunder. Any subcontractors are subject to all terms, conditions and covenants contained in this contract.

XXII INTEGRATION, MODIFICATION AND AMENDMENT

This instrument is the entire contract between the parties and no covenants, terms, conditions or obligations exist other than those contained herein. This Contract supercedes all previous communications, representations or writings, including other contracts, written or oral, between the parties.

By mutual consent and with the approval of the WDB16 and COG, this contract may be modified to expand or reduce the scope of work regarding outreach, as defined herein, or extend the contract for up to three (3) additional years, as permitted by state and federal WIOA laws and regulations.

XXIII TERMINATION

This contract may be terminated by either party upon notice in writing delivered upon the other party prior to the effective date of termination. Should Contractor wish to terminate this contract, notice to Purchaser must be delivered thirty (30) days prior to the effective date of the termination. Any funds paid under this contract for services to be performed after the date of termination shall be repaid in accordance with Article X of this agreement.

XXIV BREACH OF CONTRACT

Should either party fail to perform as required under this contract, that failure of performance shall be a breach of this contract and will trigger the other party's rights of termination, cancellation, remuneration, repayment, rescission and modification, as defined herein and at the non-breaking party's discretion. Although in the event of breach, the non-breaking party has the right to terminate, cancel, rescind, modify and demand remuneration and/or repayment (as applicable), the non-breaking party is not required to avail itself of any of these rights and may choose to continue the contract, at its discretion.

XXV WAIVER

Any waiver of any provision or condition of this contract shall not be construed or deemed to be a waiver of any provision or condition of this contract, nor a waiver of a subsequent breach of the same provision or conditions.

XXVI INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold free and harmless Purchaser, its officers, employees and agents, the Belmont County Board of County Commissioners, the Area 16 Workforce Development Board and the Area 16 Council of Government against any and all losses, penalties, damages, settlements, costs or liabilities of every kind arising out of or in connection with any acts or omissions, negligent or otherwise, of Contractor, its officers, agents, employees and independent contractors.

Contractor shall pay all damages, costs and expenses of Purchaser, its officers, agents and employees, the Belmont County Board of Commissioners, the Area 16 Workforce Development Board and the Area 16 Council of Government in connection with any omission or negligent action.

XXVII GOVERNING LAW AND FORUM

This contract and any modifications and amendments thereto shall be governed by, and construed under, the laws of the State of Ohio. Any legal action brought pursuant to this contract shall be filed in the courts of Belmont County, Ohio.

XXVIII SEVERABILITY

If any term or provision of this contract or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this contract and its application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this contract shall be valid and enforced to the fullest extent permitted by law.

XXIX NON-DISCRIMINATION

Contractor certifies it is an equal opportunity employer and shall remain in compliance with federal and Ohio civil rights and non-discrimination laws and regulations including but not limited to Titles VI and VII of the Civil Rights Act of 1964 as amended, Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in the Department of Labor regulations (41 CFR Chapter 60), the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination Employment Act as amended and Ohio Civil Rights Laws. During performance of this contract, Contractor will not discriminate against any employee, contract worker or applicant for employment on the basis of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Contractor shall take affirmative action to ensure that during employment all employees and contract workers are treated without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Such action shall include but not be limited to employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff termination, rates of pay or other forms of compensation and selection for training including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that Contractor complies with all applicable federal and Ohio non-discrimination laws.

Contractor, or any person claiming through Contractor, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this contract, or in reference to any contractors or subcontractors of Contractor.

XXX CHILD SUPPORT ENFORCEMENT

Contractor agrees to cooperate with Purchaser, ODJFS and any other child support enforcement agency in ensuring that Contractor's employees meet child support obligations established under Ohio law. Furthermore, by executing this contract, Contractor certifies present and future compliance with any order for withholding support which is issued pursuant to the Ohio Revised Code.

XXXI PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS

In compliance with the Ohio Revised Code, Contractor agrees not to discriminate against customers of the Ohio Works First Program in either hiring or promoting. Contractor agrees to include this provision in any contract, subcontract, grant or procedure with any other party that will be providing services, directly or indirectly, to Purchasers' Ohio Works First customers.

XXXII DRUG-FREE WORKPLACE

Contractor will comply with all applicable state and federal laws regarding a drug-free workplace. Contractor will make a good faith effort to ensure that all employees performing duties or responsibilities under this contract while working will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

XXXIII COPELAND "ANTI-KICKBACK" ACT

Contractor will comply with 18 U.S.C. 874 as supplemented in the Department of Labor regulations 29 CFR Part 5.

XXXIV DAVIS-BACON ACT

Contractor will comply with 40 U.S.C. 276a to 276a-7 as supplemented by Department of Labor regulations 29 CFR Part 5.

XXXV CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-330 as supplemented by the Department of Labor regulations 29 CFR Part 5.

XXXVI PUBLIC RECORDS

This contract is a matter of public record under the laws of Ohio. Contractor agrees to make copies of this contract promptly available to the requesting party.

XXXVII CLEAN AIR ACT

Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h), section 508 of the Clean Air Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

XXXVIII ENERGY EFFICIENCY

Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

XXXIX COPYRIGHTS AND RIGHTS IN DATA

Contractor shall comply with all applicable standards, orders or requirements issued under Title 17, U.S.C. (Pub. L. 94-553, Title I, Sec. 101, October 19, 1976, 90 Stat. 2544; Pub. L. 101-650, Title VII, Sec. 703, December 1, 1990, 104 Stat. 5133)

XL PATENT RIGHTS

Contractor shall comply with all applicable standards, orders or requirements issued under Chapter 18 of Title 35, U.S.C (Pub. L. 95-517, Pub. L. 98-620, 37 CFR Part 401), Presidential Memorandum on Government Patent Policy to the Heads of Executive Departments and Agencies dated February 18, 1983 and Executive Order 12591.

XLI PROCUREMENT

Contractor shall follow required procurement policies and laws as applicable and advised by the Purchaser.

XL SIGNATURES

Vince Gianangeli /s/ _____ 6-17-19
Date

Vince Gianangeli, Director
Belmont County Department of Job and Family Services
68145 Hammond Road
St. Clairsville OH 43950
(740)695-1075

J. P. Dutton /s/ _____ 6-19-19
Date

J. P. Dutton
Belmont County Commissioner

Josh Meyer /s/ _____ 6-19-19
Date

Josh Meyer
Belmont County Commissioner

Jerry Echemann /s/ _____ 6-19-19
Date

Jerry Echemann
Belmont County Commissioner

Jake Young /s/ _____ 6-17-19
Date

Mobilize360, Jake Young, Owner
3137 Pennsylvania Avenue
Weirton WV 26062
(304)374-6925

Approved as to form:
David K. Liberati /s/ Assist P.A. _____ 6-19-19
Date

Dave Liberati
Belmont County Prosecutor

Upon roll call the vote was as follows:

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

IN THE MATTER OF AWARDING BID FOR ENGINEER'S PROJECT 19-3

BEL-CR5-7.20 (PW#119) & BEL-CR86-12.53 (PW#147)

SLIDE REPAIR TO OHIO-WEST VIRGINIA EXCAVATING CO.

Motion made by Mr. Meyer, seconded by Mr. Echemann to award the bid for the Belmont County Engineer's project 19-3 BEL-CR5-7.20 (PW#119) & BEL-CR86-12.53 (PW#147) SLIDE REPAIR to the low bidder, Ohio-West Virginia Excavating Co., in the amount of \$386,239.00, based upon the recommendation of Terry Lively, County Engineer.

(Note: This is a FEMA project to repair embankment failures on CR 5 (Ramsay Ridge Rd) and CR 86 (Pleasant Ridge Rd).

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO CONTRACT WITH TURN-KEY

TUNNELING, INC./ENGINEER'S PROJECT 18-3 BEL-84-1.30 CULVERT REPLACEMENT

Motion made by Mr. Meyer, seconded by Mr. Echemann to enter into contract with Turn-Key Tunneling, Inc., in the amount of \$565,500.00 for the Belmont County Engineer's Project 18-3 BEL-84-1.30 CULVERT REPLACEMENT, based upon the recommendation of Belmont County Engineer Terry Lively.

CONTRACT WITH BELMONT COUNTY COMMISSIONERS

BELMONT COUNTY ENGINEER'S

PROJECT #18-3: BEL-84-1.30 CULVERT REPLACEMENT

Auditor's Office, Belmont County, Ohio

This contract made and entered into this 19th day of June, 2019 between **TURN-KEY TUNNELING, INC.**, 1247 Stimmel Road, Columbus, OH 43223, and Jerry Echemann, Josh Meyer and J.P. Dutton, Commissioners of Belmont County, WITNESSETH that said **TURN-KEY TUNNELING, INC.** hereby agrees to furnish all engineering, labor, materials, equipment, tools, transportation, supplies, and other incidentals and all tasks necessary to complete the construction of a 72" diameter culvert below CR84 Oak View Road and all related Work described by the Contract Documents.

The completion date for this project shall be November 29, 2019.

Contractor and Subcontractor shall pay the prevailing rate of wages as required under Chapter 4115, Ohio Revised Code, and comply with all other bidder specifications.

All Work shall be in accordance with the State of Ohio Department of Transportation Construction and Materials Specifications (CMS), dated January 1, 2019, and shall be under the direction of the County Engineer.

APPROXIMATE	ITEM	UNIT PRICE	TOTAL AMOUNT
LUMP SUM	SPECIAL - CLEARING AND GRUBBING	\$1,200.00	\$1,200.00
LUMP SUM	SPECIAL - UNCLASSIFIED EXCAVATION	\$1,500.00	\$1,500.00
LUMP SUM	SPECIAL - ROCK CHANNEL PROTECTION, TYPE B WITH AGGREGATE FILTER	\$2,500.00	\$2,500.00
LUMP SUM	SPECIAL - CONCRETE MASONRY	\$8,200.00	\$8,200.00
LUMP SUM	SPECIAL - 72" CONDUIT, TYPE A	\$475,000.00	\$475,000.00
LUMP SUM	SPECIAL - LOW STRENGTH MORTAR BACKFILL	\$10,000.00	\$10,000.00
LUMP SUM	SPECIAL - MAINTAINING TRAFFIC	\$1,200.00	\$1,200.00
LUMP SUM	SPECIAL - CONSTRUCTION LAYOUT STAKES AND	\$3,000.00	\$3,000.00
LUMP SUM	SPECIAL - MOBILIZATION	\$15,000.00	\$15,000.00
LUMP SUM	SPECIAL - SEEDING AND MULCHING, CLASS 1	\$1,200.00	\$1,200.00
LUMP SUM	STORM WATER POLLUTION PREVENTION PLAN	\$3,000.00	\$3,000.00
LUMP SUM	EROSION CONTROL	\$3,000.00	\$3,000.00
LUMP SUM	SPECIAL - PROFESSIONAL LIABILITY INSURANCE	\$15,000.00	\$15,000.00
LUMP SUM	SPECIAL - PREMIUM FOR CONTRACT PERFORMANCE BOND AND FOR PAYMENT BOND	\$11,700.00	\$11,700.00
LUMP SUM	SPECIAL - UTILITY COORDINATION	\$2,500.00	\$2,500.00
LUMP SUM	SPECIAL - ENGINEERING AND CONSTRUCTION	\$11,500.00	\$11,500.00
	TOTAL		\$565,500.00

And it is further understood and agreed upon by the parties above, that all the materials used shall be of the best kinds usually used for such purposes. That said **TURN-KEY TUNNELING, INC.** shall cause to be executed a bond to the satisfaction of the Commissioners for the faithful performance of the work, and for the security of the county, against pecuniary loss.

BELMONT COUNTY COMMISSIONERS

Josh Meyer /s/

Jerry Echemann /s/

J. P. Dutton /s/

TURN-KEY TUNNELING, INC.

By: *Brian Froehlich /s/*

Brian Froehlich

Print / Type Signature

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO A ROADWAY USE MAINTENANCE AGREEMENT WITH GULFPORT CORPORATION/ENGINEERS

Motion made by Mr. Meyer, seconded by Mr. Echemann to enter into a **Roadway Use Maintenance Agreement** with Gulfport Energy Corporation, effective June 19, 2019, for water transfer activity at 1.8 miles of CR 30 (Dixon Hill Road) and 0.5 miles of CR 3 (St. Joe Merritt Road) at the Shimble Water Transfer.

Note: Bond No. SUR0054320 for \$920,000 on file.

BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT FOR WATER TRANSFER PROJECTS AND INFRASTRUCTURE

THIS AGREEMENT is entered into at St. Clairsville, Ohio, by and between THE BELMONT COUNTY COMMISSIONERS, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter "Authority"), and Gulfport Energy Corporation, whose address is 3001 Quail Springs Parkway, Oklahoma City, Oklahoma 73134 (Hereafter "Operator"), and shall be as follows:

RECITALS

WHEREAS, Authority has control of the several county/township roads within Pultney Township, in Belmont County, Ohio and is required by law to keep such roads in good repair; and

WHEREAS, Operator is the operator of certain oil and gas leasehold, and intends to develop and operate the Shimble Water Transfer including the equipment, facilities, impoundments, and pipelines necessary for the operation of the Shimble Water Transfer (hereafter collectively referred to as "water transfer activity") located in Pultney Township, in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use of 1.8 miles of CR 30, Dixon Hill Road and 0.5 miles of CR 3, St Joe Merritt Road for the purpose of ingress to and egress from the Shimble Water Transfer for traffic necessary for the purpose of constructing temporary waterlines and pumping water at the Shimble Transfer (hereinafter referred to collectively as "Water Transfer Activity"); and

WHEREAS, Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of said roads and bridges thereon as a result of such Water Transfer Activity; and

WHEREAS, if any county or township roads contemplated herein contain any railroad crossings, Section 4 below shall apply;

NOW THEREFORE, in consideration of the good faith performance by each party of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Operator agrees to the maintenance and repair of said roads and bridges, to their pre-Water Transfer Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Water Transfer Activity related to such sites.

FURTHER, Operator shall also provide for the strengthening and upgrading of the roads and bridges if mutually agreed to be necessary for the Water Transfer Activity, prior to the start of Water Transfer Activity. The areas and structures required to be strengthened and/or upgraded shall be determined by an engineer provided by the Operator with the approval of the County Engineer to be provided within thirty (30) days of a written request submitted by the Operator. Operator's engineer shall provide a written report to the County detailing the condition of the roads and appurtenances covered under this Agreement along with any recommendations, if necessary.

BOTH PARTIES FURTHER AGREE to the following additional terms and conditions:

- The portion of CR 30, Dixon Hill Road, to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection with TR 317, McGreggor Hill Road and also the end of the Shimble pad RUMA, then south on CR 30 for approximately 1.8 miles to the intersection with OH 149. It is understood and agreed that the Operator shall not utilize any of the remainder of CR for any of its Water Transfer Activities hereunder.
- The portion of CR 3, St. Joe Merritt Road, to be utilized by Operator hereunder, is that exclusive portion beginning at the western intersection with OH 149 and going east for 0.5 miles to the location of a proposed waterline crossing. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 3 for any of its Water Transfer Activities hereunder.
- Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or

upgraded to a condition sufficient and adequate to sustain the anticipated Water Transfer Activity by Operator, at Operator’s sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator’s Water Transfer Activity, at Operator’s sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator’s engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator’s contractors and or agents.

4. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Water Transfer Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator’s notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad’s discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.

5. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator’s Drilling Activity shall be identified and thereafter completed by the Operator to insure the roads are at least returned to the condition they were in prior to the Operator’s use for its Drilling Activity, at Operator’s sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.

6. Unless excepted for the reasons provided below, prior to the Water Transfer Activity on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Drilling Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of \$920,000 & 00/100 DOLLARS (\$400,000) per mile. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:

- a. A geotechnical analysis of the route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the route’s condition is sufficient for the expected traffic necessary for the development of the water transfer development site.
- b. The Operator provides a geotechnical analysis of the route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the route or an Operator and Authority-approved preventative repair plan of the route is attached to the Agreement as an addendum.
- c. The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority’s oversight.

7. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.

8. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.

9. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator’s sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.

10. Operator acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the County is required to comply with Revised Code 4115.03-16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). Operator further acknowledges that at the time any necessary road maintenance or repairs are required, the estimated costs and actual cost of such work to be performed pursuant to this agreement will be solely within the knowledge of Operator since Operator is responsible for paying 100% of said cost. Therefore, Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio’s Prevailing Wage Laws.

11. Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including reasonable attorney’s fees which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Operator’s use of the roads pursuant to this Agreement.

12. Operator assumes all liability for subcontractors and or agents working on Operator’s behalf.

13. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.

14. In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.

15. Agreement shall be governed by the laws of the State of Ohio.

16. This Agreement shall be in effect on June 19, 2019.

Executed in duplicate on the dates set forth below.

Authority

By: Josh Meyer /s/

Commissioner

By: Jerry Echemann /s/

Commissioner

By: J. P. Dutton /s/

Commissioner

By: Terry Lively /s/

Engineer

Dated: 6-19-19

Approved as to Form:

David K. Liberati /s/ Assist P.A.

County Prosecutor

Upon roll call the vote was as follows:

Operator

By: Doug Schrantz /s/

Printed name: Doug Schrantz

Company Gulfport Energy Corporation

Title: Director of Infrastructure

Dated: 4/15/18

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

IN THE MATTER OF ENTERING INTO A ROADWAY USE MAINTENANCE AGREEMENT WITH ASCENT RESOURCES-UTICA, LLC/ENGINEERS

Motion made by Mr. Meyer, seconded by Mr. Echemann to enter into a **Roadway Use Maintenance Agreement** with Ascent Resources–Utica, LLC, effective June 19, 2019, for drilling activity at 2.48 miles of CR 4 (Barton Road) at the Three Dads Well Site.

Note: Bond not required per County Engineer Terry Lively. Ascent Resources will make upgrades to the road.

BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT FOR DRILLING PROJECTS AND INFRASTRUCTURE

THIS AGREEMENT is entered into at St. Clairsville, Ohio, by and between BELMONT COUNTY, a political subdivision, whose mailing address is 101 W. Main Street, Courthouse, St. Clairsville, OH 43950 (hereafter “Authority”), and Ascent Resources-Utica, LLC, whose address is 1000 Utica Way, Cambridge, OH 43725 (Hereafter “Operator”), and shall be as follows:

RECITALS

WHEREAS, Authority has control of the several county roads within Richland Township and Colerain Township, in Belmont County, Ohio and is required by law to keep such roads in good repair; and

WHEREAS, Operator is the operator of certain oil and gas leasehold, and intends to develop and operate the Three Dads Well Site, including the equipment, facilities, impoundments, and pipelines necessary for the operation of the Three Dads Well Site (hereafter collectively referred to as "oil and gas development site") located in Richland Township and Colerain Township, in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use of 2.48 miles of CR 4 (Barton Rd) for the purpose of ingress to and egress from the Three Dads Well Site, for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at Three Dads Well Site entrance (hereinafter referred to collectively as "Drilling Activity"); and

WHEREAS, Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of said roads and bridges thereon as a result of such Drilling Activity; and

WHEREAS, if any county or township roads contemplated herein contain any railroad crossings, Section 4 below shall apply;

NOW THEREFORE, in consideration of the good faith performance by each party of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Operator agrees to the maintenance and repair of said roads and bridges, to their pre-Drilling Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Drilling Activity related to such sites.

FURTHER, Operator shall also provide for the strengthening and upgrading of the roads and bridges if mutually agreed to be necessary for the Drilling Activity, prior to the start of Drilling Activity. The areas and structures required to be strengthened and/or upgraded shall be determined by an engineer provided by the Operator with the approval of the County Engineer to be provided within thirty (30) days of a written request submitted by the Operator. Operator's engineer shall provide a written report to the County detailing the condition of the roads and appurtenances covered under this Agreement along with any recommendations, if necessary.

BOTH PARTIES FURTHER AGREE to the following additional terms and conditions:

1. The portion of CR 4 (Barton Rd), to be utilized by Operator hereunder, is that exclusive portion beginning at National Road E (US 40) and ending at Three Dads Well Site Entrance. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 4 for any of its Drilling Activities hereunder.

2. Those portions of said roads to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the Township Trustees, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Drilling Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Drilling Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.

3. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Drilling Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator's notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad's discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.

4. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator's Drilling Activity shall be identified and thereafter completed by the Operator to insure the roads are at least returned to the condition they were in prior to the Operator's use for its Drilling Activity, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.

5. Unless accepted for the reasons provided below, prior to the Drilling Activity on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Drilling Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of \$ _____ & 00/100 DOLLARS (\$ 300,000.00) per mile. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:

- A geotechnical analysis of the route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the route's condition is sufficient for the expected traffic necessary for the development of the oil and gas development site.
 - The Operator provides a geotechnical analysis of the route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the route or an Operator and Authority-approved preventative repair plan of the route is attached to the Agreement as an addendum.
- The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.

6. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.

7. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.

8. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.

9. Operator acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the County is required to comply with Revised Code 4115.03-.16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). Operator further acknowledges that at the time any necessary road maintenance or repairs are required, the estimated costs and actual cost of such work to be performed pursuant to this agreement will be solely within the knowledge of Operator since Operator is responsible for paying 100% of said cost. Therefore, Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio's Prevailing Wage Laws.

10. Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including reasonable attorney's fees which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Operator's use of the roads pursuant to this Agreement

11. Operator assumes all liability for subcontractors and or agents working on Operator's behalf.

12. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.

13. In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.

14. Agreement shall be governed by the laws of the State of Ohio.

15. This Agreement shall be in effect on June 19, 2019.

Executed in duplicate on the dates set forth below.

Authority

By: Josh Meyer /s/

Commissioner

By: Jerry Echemann /s/

Operator

By: Jeff Beck /s/

Printed name: Jeff Beck

June 19, 2019

Commissioner
By: J. P. Dutton /s/
Commissioner

By: _____
Commissioner
By: Terry Lively /s/
Engineer

Dated: 6-19-19
Approved as to Form:
David K. Liberati /s/ Assist P.A.

County Prosecutor
Upon roll call the vote was as follows:

Company Name: Ascent Resources-Utica
Title: Field Superintendent-Road
Infrastructure Management

Dated: June, 14th 2019

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

**IN THE MATTER OF APPOINTMENT & REAPPOINTMENT TO
CAC GOVERNING BOARD EXECUTIVE COMMITTEE**

Motion made by Mr. Meyer, seconded by Mr. Echemann to make the following appointment and reappointments to the Belmont County Community Action Commission Governing Board, for a one-year term commencing August 1, 2019 through July 31, 2020, based upon the recommendation of the CAC Governing Board Executive Committee:

APPOINTMENT:

Mr. Gary Obloy

REAPPOINTMENTS:

Mr. Stanley Stein

Ms. Jody Geese

Mr. Robert Quirk

Ms. Akiko Brownstein

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPOINTMENT & REAPPOINTMENTS TO
THE WORKFORCE DEVELOPMENT BOARD AREA 16**

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve the following appointment and reappointments to the Workforce Development Board Area 16, for a two-year term effective July 1, 2019 through June 30, 2021.

Appointment:

Alaire Mancz, Executive Director, CAC

Representation:

Education & Training

Reappointments:

Ed Good, Utility Workers Union of America, AFL-CIO

Larry Merry, Director, Belmont County Port Authority

Dwayne Pielech, Oh. Valley Waste/Shadyside Cartage

Dom DeFelice, DeFelice Brothers Pizza, Inc. and

DeFelice Franchise Systems, Inc.

Representation:

Labor Organization

Economic Development

Business

Business

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE MULTIPLE LOCATION CONTRACT
ADDENDUM AND PROPOSAL WITH CINTAS CORP. NO. 2**

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve and sign the Multiple Location Contract Addendum and proposal with Cintas Corporation No. 2 effective June 19, 2019, for a three-year term to include the Belmont County Board of Election in the amount of \$32.34 bi-weekly for the following: one 24" dust mop, one 4X6 logo mat and six 4X6 black mats

Multiple Location Contract Addendum

This Multiple Location Contract Addendum ("Addendum") is effective as of the date of execution <6.11.19> (hereinafter "Execution Date") between Cintas Corporation No. 2, a corporation organized and existing under the laws of the State of Nevada with its principal office located at 6800 Cintas Blvd., Mason, Ohio 45040, or any of its subsidiaries, successors and assigns, (hereinafter "Company") and <Belmont County Courthouse> organized and existing under the laws of the State of West Virginia with its principal office located at <101 West Main Street, St. Clairsville, OH 43950> hereinafter Customer), amends the existing <Facility Service Agreement> between Company and Customer dated <8.8.2018> ("Agreement").

The parties hereby agree:

- Price Adjustments:** Upon each anniversary of the Execution Date, the prices then in effect shall be automatically increased by 5% or the amount of the percentage increase in the Consumer Price Index (CPI) for the most recently available previous twelve month period, whichever is higher. The CPI used to calculate the adjustment would be the U.S. All City CPI-U, as published by the U.S. Department of Labor. Company may adjust prices at any time if Customer request significant changes to the program, service requirements, sales requirements, billing requirements, or report generation that was not contemplated by the parties at the Execution Date. The price adjustment will affect all rental prices, service charges, preparation fees, emblem charges, and Loss/Damage Replacement Values. Notification to the Customer of said price adjustment will occur approximately thirty (30) days prior to the effective date of such charge. Should Company experience any significant cost increases greater than the CPI that necessitate additional price changes during this Agreement, Company will present Customer with the proposed new prices and explanation. Should Customer dispute these changes, Company may choose to exclude those affected products or services from the program or terminate the Agreement.
- Term:** The Agreement is effective as of the Execution Date and shall continue for a period of sixty (36) months (the "Term"). This Agreement will automatically renew for the same period of time unless either party is notified by the other party, to the contrary, in writing a minimum of six (6) months in advance of the expiration of the then current term. Notwithstanding anything to the contrary contained herein, there will be a minimum term equal to the greater of thirty-six (36) months or the remainder of the Term for any individual Customer location added after the Execution Date.
- Subcontracting:** At Customer's request, when signing a mandatory contract agreement, for each Customer location that lies outside of Company's normal operating service areas, Company shall use its best efforts to engage a Subcontractor that is reasonably acceptable to the Customer and Company and capable of performing Company's duties and obligations hereunder. If a reasonably acceptable

Subcontractor cannot be engaged, then Customer may purchase or lease services or make other arrangements for that location's service requirements as the Customer deems appropriate and such location shall have no obligation to Company under the Agreement.

- 4. **Customer Sites Address List:**
Belmont County Board of Election
52180 National Rd.
PO Box 994
St. Clairsville, OH 43950

- 5. In the event of any conflict between the terms of this Addendum and the terms of the Agreement, the terms of the Addendum shall control. Except as otherwise set forth in this Addendum, the Agreement shall remain in full force and effect.

COMPANY: CINTAS CORPORATION
 BY: Zach Fox /s/
 NAME: Zach Fox
 TITLE: Sales Representative
 DATE: 6/19/19

CUSTOMER: COMPANY <Belmont County Courthouse>
 BY: Josh Meyer /s/ Jerry Echemann /s/ J. P. Dutton /s/
 NAME: Josh Meyer Jerry Echemann J. P. Dutton
 TITLE: Belmont County Commissioners
 DATE: 6-19-19

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM-Richland Township Trustee Greg Reline spoke against the proposed injection well that might be located at the intersection of State Route 40 and State Route 331. He said, "I feel that is an absolute horrible place for these, with the growth that has taken place and the millions and millions of dollars that the state has put into bridge replacements and the upgrade of the intersection of Route 40 and 331." He said this would add up to 200 trucks a day/365 days a year hauling about 600 gallons of waste a day. "To me, it's totally unacceptable. We have Ohio University, we have Belmont College, we have Belmont JVS, we have Murray Energy, we have East Richland Friends School, and to have all those trucks going on 40 I feel is a direct safety hazard to the traveling public," said Mr. Reline. He added he also opposes Omni Energy's proposed use of Pickering Road (Twp. Rd. 809) as an ingress to the injection site. He said the company plans to upgrade a portion of the road, but he doesn't feel it would hold up to the added traffic. "I think it's a huge inconvenience to the residents, some of those residents on Pickering Road, those wells are pretty much going to be in their backyard and I don't know of anyone that would want that. This whole thing is just not good," said Mr. Reline. He said the Ohio Department of Natural Resources in Columbus is very aware of where Belmont County and Richland Township are. He said, "We are going to fight this to the end." Mr. Reline asked the Commissioners for any assistance they may be able to give. Mr. Meyer said this is a state issue, but the they (Commissioners) are very aware of it. He said Mr. Dutton has had several conversations with ODNR. He added they don't have any oversight over this, but they do have contacts and can give their opinion. He said they will do their part and make some calls. He wanted it to be clear this is a state issue handled by the Ohio Department of Resources. Mr. Dutton said he is very aware of this and had conversations early on with ODNR to see what was going on and what role the county could play. He said he is not against injection wells but thinks location should have some bearing on where it is located. Mr. Echemann said he would rather see a business located on that site. Wilbur Winland, a resident in the area, said he believes some political watchdog groups, such as the Sierra Club and other groups, should be contacted to help oppose this. He referenced the county reservoir is within 2 miles of the proposed site. Marge Kress, a resident of the area, gave the Commissioners some information from Athen's County regarding what their Commissioners did in 2015. Mr. Meyer said they already have that information and that they have had contact with the Sierra Club. Chad Kocher, a local resident, said if the precedent is set here, in that location with the amount of traffic, nobody in this county will be safe. Karen Martinek, a St. Clairsville resident, also spoke out against the injection well.

Richard Hord said he had seen on the news recently about several construction projects taking place in the Moundsville area in anticipation of the proposed ethane cracker plant. He inquired if there are any projects being done in Belmont County. Mr. Meyer said he knows there has been work done in that area in possible anticipation of a positive announcement. He added Bechtel announced they are going to be doing some site work there which is another positive step towards the announcement.

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 9:44 A. M.

Motion made by Mr. Meyer, seconded by Mr. Echemann to enter executive session with Cindy Stock, HR Administrative Assistant, 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. Echemann	Yes
Mr. Dutton	Yes

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 9:47 A.M.

Motion made by Mr. Meyer, seconded by Mr. Echemann to exit executive session at 9:47 a.m.

Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION-

IN THE MATTER OF HIRING NANCY STEWART AS FULL-TIME ASSISTANT DOG WARDEN

Motion made by Mr. Meyer, seconded by Mr. Echemann to hire Nancy Stewart as full-time Assistant Dog Warden at the Belmont County Animal Shelter, effective June 30, 2019.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING MOVING ANTHONY GREGOR FROM FULL-TIME TO PART-TIME 911 SUPERVISOR

Motion made by Mr. Meyer, seconded by Mr. Echemann to move Anthony Gregor from full-time to part-time 911 Supervisor, effective June 23, 2019.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes

June 19, 2019

Mr. Dutton

Yes

BREAK

**IN THE MATTER OF APPROVING THE WATER SUPPLY REVOLVING LOAN ACCOUNT
LOAN AGREEMENT BY AND AMONG THE DIRECTOR OF ENVIRONMENTAL PROTECTION
AGENCY, THE OHIO WATER DEVELOPMENT AUTHORITY AND BELMONT COUNTY
ON BEHALF OF WATER AND SEWER DISTRICT FOR THE ASSET MANAGEMENT PLAN**

Motion made by Mr. Echemann, seconded by Mr. Dutton to approve and authorize Commission President Josh Meyer to sign the Water Supply Revolving Loan Account Loan Agreement by and among the Director of Environmental Protection Agency, the Ohio Water Development Authority and Belmont County, on behalf of the Belmont County Water and Sewer District for the Asset Management Plan as follows:

Loan Number: FS390007-0011

Total Project Cost: \$20,170.00

Interest Rate: 0.0%

Term in years: 5.0

Principal Forgiveness Amount: \$10,000.00

Water Supply Revolving Loan Account Agreement

WATER SUPPLY REVOLVING LOAN ACCOUNT LOAN AGREEMENT

This Agreement is made and entered into as of the "Effective Date" by and among the Director of Environmental Protection ("the Director" as hereinafter more fully defined), as the Director of the Environmental Protection Agency of the State of Ohio, an agency duly created and existing under the laws of the state of Ohio, the Ohio Water Development Authority¹, a body corporate and politic organized and existing under the provisions of Chapter 6121 of the Revised Code of Ohio ("the OWDA"), and, together with the Director, (sometimes collectively known as the "State"), and the governmental body specified as the "Borrower" on Exhibit 1, a governmental body organized and existing under the laws of the State of Ohio and hereinafter more fully defined, acting pursuant to an ordinance or resolution passed by the legislative authority thereof on the date specified on Exhibit 1 as the "Resolution Date";

WITNESSETH:

WHEREAS, Section 1452 (42 U.S.C. 300j-12) of the Safe Drinking Water Act, as amended ("the SDWA"), authorizes the Administrator of the United States Environmental Protection Agency to make capitalization grants to states to establish a state drinking water revolving loan fund; and,

WHEREAS, Pursuant to the SDWA, states can provide loans and other types of financial assistance from a drinking water revolving loan fund for Project Activities relating to public water systems as defined in the SDWA; and,

WHEREAS, The Ohio General Assembly has created a Water Supply Revolving Loan Account (the "WSRLA") pursuant to Ohio Revised Code Section 6109.22 to provide loans and other types of financial assistance as set forth in said Section; and,

WHEREAS, To assist the Director in providing loans and other types of financial assistance from the WSRLA, and to assist in the administration and operation of the WSRLA as authorized by Ohio Revised Code Section 6109.22, the Director has entered into an Interagency Agreement with the OWDA, dated July 30, 1998 and has annually entered into a renewal of that Agreement; and,

WHEREAS, The Borrower is desirous of obtaining financing for necessary Project Activities using funds from the WSRLA; and,

WHEREAS, The State is willing to provide financing to the Borrower, and the Director has determined that the Borrower has complied with the requirements of Ohio Revised Code Section 6109.22, and is otherwise eligible for financial assistance under the SDWA and said Section;

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto do hereby agree as follows:

¹ The approval and execution of this Agreement by the OWDA is required only if this Agreement provides for a loan and if the payments of the principal or interest on the loan are or are expected to be pledged to secure payment of bonds issued or expected to be issued by the OWDA.

Water Supply Revolving Loan Account Agreement

ARTICLE I - DEFINITIONS

Section 1.1. Except where the context clearly indicates otherwise, the following terms as used in this Agreement shall have the meaning ascribed to them in this Article:

(a) "Approved Application" means the application submitted to the Director dated as shown on Exhibit 1 as the "Application Date," together with all attachments, supporting documentation, amendments and supplements thereto as approved by the State, together with any amendments thereto approved by the Borrower and the State after the date of this Agreement.

(b) "Approved Repayment Plan" means the document prepared by the Borrower and approved by the State showing the distribution of Eligible Project Costs from a Dedicated Repayment Source, how the Eligible Project Costs will be collected, and identification of the legal document authorizing the dedicated source of repayment. The Approved Repayment Plan is included in Exhibit 1, fully incorporated herein and made a part hereof.

(c) "Borrower" means any entity eligible to receive assistance under Section 1452 of the SDWA and Ohio Revised Code Section 6109.22.

(d) "Capitalized Interest Rate" means the effective rate of interest at which interest accrues on amounts disbursed under this Agreement from the date of such disbursement.

(e) "Contract Interest Rate" means the rate shown on Exhibit 1 as "Interest Rate".

(f) "Contract Period of Years" means the period commencing with the Effective Date of this Agreement and ending on the earlier of (i) at the end of the number of years as defined under "Term in Years" as noted on Exhibit 1 or, (ii) the date on which the Borrower obtains long-term financing for any project resulting from the Project Activities financed with the proceeds of the loan provided for herein.

(g) "Director" means the Director of Environmental Protection of the State of Ohio, including the Director's representative(s), if any, designated in accordance with the effective Interagency Agreement.

(h) "Effective Date" means the most recent date of signature of this Agreement by the authorized representative of each of the parties, as indicated herein.

(i) "Eligible Project Costs" shall include, whether incurred before or after the date of this Agreement, costs disbursed out of funds from the WSRLA, a description, estimated total, and distribution of which, subject to paragraph 3.1. hereof, is shown on Exhibit 1. Revision to this Exhibit can only occur with the agreement of the State and Borrower.

(j) "General Plan" means all materials developed by the Borrower and the Director, including the Director's approval and any applicable conditions, pertaining to the Borrower's application in satisfaction of Ohio Revised Code Section 6109.22, SDWA Section 1452 (42 U.S.C. 300j-12), or any regulations thereunder.

(k) "Loan Payment Amount" means the semi-annual payment amount as shown on Exhibit 1.

(l) "OEPA Application Fee" means a charge levied and paid by the Borrower at the time of the execution of this Agreement to partially offset administrative costs of the Ohio Environmental Protection

Water Supply Revolving Loan Account Agreement

Agency occasioned by the Agreement. The fee is equal to one percent (1.00%) of the estimated Eligible Project Costs.

(m) "OWDA Application Fee" means a charge levied and paid by the Borrower at the time of the execution of this Agreement to partially offset administrative costs of the OWDA occasioned by the Agreement. The fee is equal to thirty-five hundredths of one percent (.35%) of the estimated Eligible Project Costs.

(n) "Pledged Revenues" means the one or more dedicated sources of revenue for payment of the Semi-Annual Payment, all as described in Exhibit 1, which shall include, unless otherwise indicated on Exhibit 1, Water Service Charges and other revenues derived by the Borrower from the ownership and operation of its water system (including, without limitation, any Special Assessment Funds), net of the costs of operating and maintaining the system and paying all amounts required to be paid under any Mortgage, Indenture of Mortgage, Trust Agreement or other instrument heretofore or hereafter entered into by Borrower to secure debt obligations heretofore or hereafter issued or incurred by the Borrower for the system. These Pledged Revenues shall constitute a Dedicated Repayment Source.

(o) "Project Activities" means the product to be completed under the terms of the Agreement, including but not limited to production of a General Plan, detailed design drawings, construction specifications, or purchase of equipment, as described in the Project Scope on Exhibit 1.

(p) "Project Schedule" means the schedule of tasks necessary to fulfill the Project Scope, shown as "Project Dates" on Exhibit 1.

(q) "Project Scope" means the tasks necessary to complete the Project Activities, as detailed on Exhibit 1 and any attachments as identified thereto.

(r) "Special Assessment Funds" means the proceeds from the special assessments to be hereafter levied, if any, by the Borrower to pay all or a portion of the cost of the Project Activities, including repayment of the loan provided for herein.

(s) "Water Supply Service Charges" mean any charges against the user payable to the Borrower for the transmission, or treatment and transmission, of drinking water and for the provision of the facilities therefor.

**ARTICLE II - COMPLETION OF PROJECT ACTIVITIES
AND PAYMENT OF COSTS THEREOF**

Section 2.1. In connection with the project activities, the Borrower agrees that:

(a) It will proceed expeditiously with, and complete, the Project Activities in accordance with the specific terms and conditions of: the approved Project Scope and the approved Project Schedule, or amendments thereto as approved by the Director. The Borrower accepts such performance as an essential element of this Agreement.

(b) The Project Activities, including the letting of contracts in connection therewith, will conform to applicable requirements of Federal, State and local laws, ordinances, rules and regulations and will be performed in compliance with all applicable federal, state and local environmental laws and regulations.

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(c) All contractors' estimate forms will be prepared so that documents furnished to the Borrower may be readily itemized by the Borrower and identified, if necessary, as to Eligible Project Costs and non-Eligible Project Costs.

(d) The Borrower will not submit requests for disbursement of non-Eligible Project Costs. If, based on a payment request submitted by the Borrower, the State disburses funds from the WSRLA which are subsequently determined to be for non-Eligible Project Costs, the State will be under no obligation to provide WSRLA funding beyond the Eligible Project Costs as shown on Exhibit 1 and as may be defined in any attachments thereto.

(e) The Borrower will comply with all certifications and assurances as agreed to in the Application Compliance Certification, signed and dated by the Authorized Representative of the Borrower.

(f) The Borrower shall be precluded from submitting to the OWDA payment requests for Eligible Costs unless the Borrower is in full compliance with the certifications and assurances made in the above referenced Application Compliance Certification.

(g) In any year in which disbursements to the Borrower under this Agreement exceed \$750,000 the Borrower shall comply with the Single Audit Act (SAA) Amendments of 1996, 31 U.S.C.A. § 7501 and have an audit of its use of Federal financial assistance (see 2 CFR Part 200). The Borrower agrees to keep a copy of the SAA audit available for review, if requested, by the State for the life of the loan period.

Section 2.2. The Borrower shall keep accurate records of the Eligible Project Costs. These records must be kept in accordance with Generally Accepted Government Accounting Standards (GAGAS). The Borrower shall permit the State, acting by or through its designated representatives, to inspect all books, documents, papers and records relating thereto at any and all reasonable times for the purpose of said audit and examination, which may include examination for compliance with this Agreement, the SDWA, and Ohio Revised Code Section 6109.22, and the Borrower shall submit to the State such documents and information as they may require in connection therewith.

Section 2.3. Subject to the terms and conditions of this Agreement, and the approval of the Director, and upon compliance by the Borrower with all the requirements of the WSRLA, Ohio Revised Code Section 6109.22, and the SDWA, which must be met before the Borrower may receive disbursement of Eligible Project Costs from the OWDA, the Eligible Project Costs shall be disbursed by the OWDA. In the event this Agreement is terminated by the State pursuant to the provisions of this Agreement, or by subsequent agreement of the parties, or in the event this Agreement is terminated by the Borrower, whether or not in breach of the Agreement, the Eligible Project Costs disbursed shall be due and payable in full no later than thirty (30) calendar days after said termination.

Section 2.4. Upon being satisfied that the requirements of this Agreement have been met, the OWDA shall deliver to the Borrower a certificate, signed by the trustee for the WSRLA (hereinafter referred to as the "Trustee", which has entered into a Trust Agreement with the Director and the OWDA to provide for the administration of the WSRLA), certifying that monies in the amount necessary to pay all Eligible Project Costs are available or are within the present WSRLA federal letter of credit ceiling and have been set aside by the Trustee to pay such Eligible Project Costs. When such Eligible Project Costs have been incurred and payment requested from the OWDA by the Borrower, subject to the terms and provisions of this Agreement and the Interagency Agreement, and in accordance with the requirements above, the OWDA shall cause the

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trustee to disburse monies of the WSRLA in payment of the invoices, demands for payment, or other evidence of cost incurrence to be made to the persons or entities entitled to payment in conformity with the encumbrance of funds set forth in such certificate to pay such obligated Eligible Project Costs. The Borrower represents and agrees that it will not seek or obtain alternative funding for the Eligible Project Costs or the Project Site and the Project Facilities without prior written consent of the State.

Section 2.5. Upon completion of the Project Activities, the Borrower shall submit a full and complete written accounting to the State of the final Eligible Project Costs.

ARTICLE III - PAYMENTS BY THE BORROWER

Section 3.1. Subject to the further provisions hereinafter set forth, the Borrower agrees to and shall pay at the time of the execution of this Agreement the OEPA Application Fee and the OWDA Application Fee, and thereafter, semi-annually on January 1, and July 1 of each year of the Contract Period of Years to the WSRLA, the Loan Payment Amount, solely from the revenues of the Borrower's Water Supply Service Charges, if available, or if unavailable, from other sources, in accordance with the Approved Repayment Plan.

The obligations of the Borrower under this Agreement to pay the Loan Payment Amount set forth shall not be assignable in accordance with this Agreement, and the Borrower shall not be discharged therefrom, without the prior written consent of the State. In the event that the Project Activities shall cease or be suspended for any reason, unless otherwise agreed to in writing by the State, the Borrower shall continue to comply with this Agreement to pay the Loan Payment Amount pursuant to this Section. In the event the Borrower defaults in the payment of the Loan Payment Amount, the amount of such default shall bear interest at a rate equal to three percent (3%) above the Contract Interest Rate from the date of the default until the date of the payment thereof. All costs incurred by the State in curing such default including, but not limited to, court costs and attorney's fees shall be paid by the Borrower upon demand, and shall not be eligible for inclusion in a WSRLA Agreement.

In the event that the Borrower fails to make a full semi-annual Loan Payment Amount as provided herein, the amount of any such partial payment first shall be applied as interest on the loan, with the remainder being applied toward the payment on outstanding principal. Any failure of the Borrower to make a full semi-annual Loan Payment Amount shall be considered a default, and the requirements of the preceding paragraph shall apply concerning the interest on the amount of the default and the costs of the State in curing such default.

With respect to this Agreement, neither the general resources nor the general credit of the Borrower, but only the Pledged Revenues, shall be required to be used, or pledged for the performance of any duty under this Agreement. This Agreement is a special obligation of the Borrower and does not represent or constitute a debt or a pledge of the faith and credit of the Borrower. However, if otherwise lawful, nothing herein shall be deemed to prohibit the Borrower from using, of its own volition, any of its general resources for the fulfillment of any of the terms and conditions of this Agreement.

Section 3.2. The Borrower hereby agrees that: (a) it will at all times prescribe and charge such rates as shall result in revenues at least adequate, to provide for the payments required by Section 3.1. hereof minus the amount of such payment provided from other Dedicated Repayment Sources, if any; (b) that the Borrower will, for the Contract Period of Years, furnish annually to the State reports of the operation and income from the Project Activities and also an annual report of the accounts and operations of the Project

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Activities and will permit the designated representative of the State to inspect all records, accounts and data relating to the Project Activities at all reasonable times; and (c) that the Borrower will segregate the revenues, funds and properties of the Project Activities from all other funds and properties of the Borrower.

Section 3.3. It is agreed that, no later than the fifteenth day of June, and the fifteenth day of December, the OWDA shall invoice the Borrower for the sum owing by the Borrower pursuant to Section 3.1. and that payment of each such invoice shall be made by the Borrower to the OWDA not later than the first day of the following July or January respectively. Failure to receive the invoice shall not release the Borrower from the obligation to pay the sum owing by the Borrower in accordance with the Loan Payment Schedule in Exhibit 1.

Section 3.4. The Borrower hereby agrees that all of the obligations under this Article are hereby established as duties specifically enjoined by law and resulting from an office, trust or station upon the Borrower within the meaning of Ohio Revised Code Section 2731.01.

Section 3.5. The Borrower agrees to provide financing for all non-Eligible Project Costs. To demonstrate its ability to fulfill that commitment, the Borrower has provided evidence that financing is readily available for all non-Eligible Project Costs which will be or may be incurred by the Borrower in connection with the Project Activities.

Section 3.6. The Borrower Agrees that, in the event the Borrower or its contractors receives WSRLA moneys in excess of the Eligible Project Costs, the Borrower shall repay said excess moneys, in addition to the Loan Payment Amount, to the WSRLA at the time of the first semi-annual payment of the Loan Payment Amount, or as mutually agreed to by the Borrower and the State.

Section 3.7. Notwithstanding anything contained herein to the contrary, should the Borrower obtain long-term financing for any project resulting from the project activities undertaken in this Agreement within the Contract Period of Years, the Borrower agrees to repay to the WSRLA all remaining Eligible Project Costs plus the interest accrued at the Contract Interest Rate on each disbursement. This repayment shall take place within thirty (30) days of obtaining the long-term financing.

**ARTICLE IV - GENERAL REPRESENTATIONS AND AGREEMENTS;
EVENTS OF DEFAULT AND REMEDIES**

Section 4.1. The Borrower hereby represents and warrants that:

(a) It is and shall remain in compliance, and shall take whatever actions are necessary to assure compliance during the Contract Period of Years, with all applicable federal, state, and local laws, ordinances, rules, regulations, conditions, and provisions of this Agreement, including without limitation the SDWA and Ohio Revised Code Section 6109, subject to its rights to contest in good faith the issue of non-compliance; and

(b) It shall demonstrate the technical, managerial, and financial capability of the system to comply with the requirements of Section 6109.24 of the Ohio Revised Code, and the rules promulgated thereunder, by implementing an asset management program which complies with ORC Section 6109.24, and the rules promulgated thereunder; and

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(c) There is no litigation or administrative action or proceeding pending or, to the best of its knowledge, threatened against the Borrower, wherein a result adverse to the Borrower could reasonably be expected to have a materially adverse effect on the ability of the Borrower to meet its obligations under this Agreement; and

(d) Except as heretofore disclosed in writing to the State, no judgment or consent order has been rendered against the Borrower, and the Borrower is not a party to any agreement, which imposes, will impose, or has imposed any fines or monetary penalties upon the Borrower for the violation of any federal, state, or local law, ordinance, or regulation which fines or monetary penalties have not heretofore been paid in full.

Section 4.2. Each of the following shall be an event of default ("Event of Default") under this Agreement:

(a) The Borrower shall fail to make any Loan Payment Amount to the OWDA required pursuant to this Agreement when the same is due and payable, including, without limitation, any amount due and payable pursuant to Article III hereof.

(b) The Borrower shall fail to observe and perform any obligations, agreements, or provisions of this Agreement, which failure shall continue for thirty (30) days after receipt of written notice thereof from the Director or OWDA.

(c) Any representations made by the Borrower in Section 4.1, or 5.1, shall at any time during the Contract Period of Years prove to be false.

Section 4.3. The Director may terminate, suspend, or require immediate repayment of financial assistance from the Borrower in the event of a default due to failure to make any required Loan Payment Amount, or due to any violation of the terms or conditions of this Agreement. The Director may also prescribe corrective action, or direct that corrective action be undertaken, to remedy the event or violation, and the Borrower agrees to perform such corrective action.

Section 4.4. Whenever an Event of Default of payment shall have occurred and be continuing, in addition to any other rights or remedies provided herein, by law or otherwise, the State may to the extent permitted under any judgment, consent order, or agreement affecting the Borrower, require the Borrower to agree to, and the Borrower hereby agrees to, effect the subordination of the payment of any fine or penalties imposed for the violation of any federal, state, or local environmental law or regulation to the payment of the Eligible Project Costs and the interest due thereon.

Section 4.5. No right or remedy conferred upon the State or the Director under Sections 4.3. or 4.4. hereof is intended to be exclusive of any other right or remedy given herein, by law, or otherwise. Each right or remedy shall be cumulative and shall be in addition to every other remedy given herein, by law, or otherwise.

Section 4.6. The Borrower releases the State from, agrees that the State shall not be liable for, and agrees, to the fullest extent permitted by law, to hold the State, its officers, employees and agents harmless against any loss or damage to property, or any loss or injury to or death of any person, or any other loss or damage, that may be occasioned by any cause whatsoever pertaining to the Project Activities, or the use thereof; provided that such indemnity under this Section shall not be effective for damages that result from

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negligent or intentional acts of the State, its officers, employees and agents. The Borrower further agrees, to the fullest extent permitted by law, to indemnify and hold harmless the State, its officers, employees and agents against and from any and all cost, liability, expenses and claims arising from any breach or default on the part of the Borrower in the performance of any covenant or agreement on the part of the Borrower to be performed pursuant to the terms of this Agreement, arising from the acquisition, construction, installation, or improvement of the Project Activities or arising from any act or negligence of or failure to act by the Borrower, or any of its agents, contractors, servants, employees or licensees, or arising from any accident, injury or damage whatsoever caused to any person, firm, or corporation resulting from the Project Activities, (other than any accident, injury, or damage that results from negligent or intentional acts of the State, its officers, employees and agents) and from and against all cost, liability and expenses incurred in or in connection with any such claim or action, arbitration or proceeding brought thereon.

In case any action or proceeding be brought against the State by reason of any claim described in this Section, the State agrees to cause written notice of such action or proceeding to be given to the Borrower, and the Borrower upon notice from the State covenants to resist or defend such action or proceedings at the Borrower's expense including all legal and other expenses (including reasonable attorney's fees).

ARTICLE V - PRIVATE BUSINESS USE RESTRICTIONS

Section 5.1. With respect to the financing of Project Activities by the WSRLA as provided herein, the Borrower agrees as follows:

(a) At no time will ten percent (10%) or more of any of the Project Activities to be financed with WSRLA funds under this Agreement be used for any private business use (as hereinafter defined) while at the same time the payment of the principal of, or the interest on, the WSRLA funds is directly or indirectly (i) secured by any interest in (A) property used or to be used for a private business use or (B) payments made with respect to such property or (ii) derived from (A) payments with respect to such property (whether or not made to the WSRLA) or (B) borrowed money used or to be used for private business use.

(b) No portion of the WSRLA funds will be used to make or finance loans to persons other than other governmental units.

Section 5.2. For purposes of this Agreement, "private business use" means use (directly or indirectly) in a trade or business carried on by any person other than a governmental unit (as hereinafter defined). Use of any of the Project Activities by a member of the general public will not be considered a private business use. Any activity carried on by a person other than a natural person shall be treated as a trade or business. Use by an organization which qualifies under 26 U.S.C.A. Section 501(c)(3) of the Internal Revenue Code of 1986, as it may be amended from time to time, shall be considered a private business use.

Section 5.3. For purposes of this Agreement, "governmental unit" means a political subdivision within the United States, including any political subdivision within the State of Ohio, but does not mean the United States or any of its governmental branches, departments, or agencies.

Section 5.4. If there is any question about the application of the foregoing restrictions relating to private business use or loans, the Borrower agrees to immediately write the OWDA requesting assistance prior to entering into any agreement which may be prohibited as provided herein above.

Water Supply Revolving Loan Account Agreement

ARTICLE VI - MISCELLANEOUS PROVISIONS

Section 6.1. Any invoice, accounting, demand, or other communication under this Agreement by any party to this Agreement to any other party shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (a) In the case of the OWDA, is addressed to or delivered personally to the OWDA at:
Ohio Water Development Authority
Suite 1300
480 South High Street
Columbus, Ohio 43215
Attn: Executive Director

and,

- (b) In the case of the Director, is addressed to or delivered personally to the Director at:
Ohio Environmental Protection Agency
Lazarus Government Center
50 West Town Street, Suite 700
P.O. Box 1049
Columbus, Ohio 43216-1049
Attn: Chief, Division of Environmental and Financial Assistance

and,

(c) In the case of the Borrower, is addressed to or delivered personally to the Borrower at the address listed on Exhibit 1, or at such other addresses with respect to any such party as that party may from time to time, designate in writing and forward to the other parties as provided in this Section.

Section 6.2. Any approval of the State required by this Agreement shall not be unreasonably withheld. Any provision of the Agreement requiring the approval of the State or the satisfaction or evidence of satisfaction of the State shall be interpreted as requiring a response by the Director and the OWDA granting, authorizing, or expressing such approval or satisfaction, as the case may be, unless such provision expressly provides otherwise.

Section 6.3. Upon request of the OWDA, the Borrower agrees to execute the information report required by 26 U.S.C.A. Section 149 of the Internal Revenue Code of 1986, as it may be amended from time to time, with respect to this Agreement, such form to be completed by the OWDA on the basis of information provided by the Borrower. The Borrower hereby agrees that the OWDA may file such information report for and on behalf of the Borrower with the Internal Revenue Service.

Section 6.4. This Agreement is made subject to, and conditional upon, the approval of this Agreement as to form by the General Counsel of the OWDA and Counsel to the Director and upon the certification of availability of funds as provided in Section 2.4. hereof.

Section 6.5. This Agreement shall become effective as of the "Effective Date" and shall continue in full force and effect until the final day of the Contract Period of Years.

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Section 6.6. This Agreement shall be binding upon and inure to the benefit of the parties hereto and to any person, office, board, department, agency, municipal corporation, or body politic and corporate succeeding by operation of law to the powers and duties of any of the parties hereto. This Agreement shall not be assigned by the Borrower without the prior written consent of the State. The State, at its option, may assign this Agreement without the consent of the Borrower.

Section 6.7. As its record of this Agreement, the Borrower agrees to receive an electronic copy pursuant to Ohio Revised Code 1306.06(C).

The remainder of this page is intentionally left blank.

Water Supply Revolving Loan Account Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the "Effective Date."

APPROVED AS TO FORM

OHIO ENVIRONMENTAL PROTECTION AGENCY

By _____
Ohio EPA Counsel

By _____
Laurie A. Stevenson, Director

Print Name _____

Date _____

APPROVED AS TO FORM

OHIO WATER DEVELOPMENT AUTHORITY²

By _____
General Counsel

By _____
Scott L. Campbell, Executive Director

Print Name _____

Date _____

APPROVED AS TO FORM

BORROWER

By David K. Liberati
Borrower's Counsel

By [Signature]
Authorized Representative

Print Name David K. Liberati
Assistant Prosecutor

Print Name JOSH MEYER
Title BELMONT COUNTY COMMISSION PRESIDENT
Date 6-19-19

² If the execution of this Agreement on behalf of the OWDA is not required for the reason stated in note 1 on page 1 hereof, then "N/A" shall be inserted on the signature lines for the OWDA and its General Counsel.

Upon roll call the vote was as follows:

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

BREAK

June 19, 2019

June 19, 2019

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 12:53 P.M.**

Motion made by Mr. Meyer, seconded by Mr. Echemann to adjourn the meeting at 12:53 p.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 26th day of June, 2019.

Josh Meyer /s/ _____

Jerry Echemann /s/ _____ COUNTY COMMISSIONERS

J. P. Dutton /s/ _____

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

Josh Meyer /s/ _____ PRESIDENT

Jayne Long /s/ _____